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 July 14, 2025 at 5:00 p.m.

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

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

**Unscheduled Agenda Items**

Vice-Chair Robinson made a motion to add Virginia Code Sections 2.2-3711 A8 and A19 to closed session for the purpose of discussing the current status of Tazewell County Public School's cybersecurity infrastructure and protocols with legal counsel and to delete item B under new business. Mrs. Moir seconded the motion, and the Board unanimously approved.

**Approval of Agenda**

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

**Closed Session**

Pursuant to section 2.2-3711 of the Code of Virginia, a motion was made by Vice-Chair Robinson seconded by Mrs. Whittington, 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 and consultation with legal counsel employed or retained by a public body regarding specific legal matters requiring the provision of legal advice by such counsel as authorized by Section § 2.2-3711 A 8 of the Code of Virginia.
**Cybersecurity/Infrastructure** - Discussion of plans to protect public safety as it relates to terrorist activity or specific cybersecurity threats or vulnerabilities and briefings by staff members, legal counsel, or law enforcement concerning actions taken to respond to such matters as authorized by Section § 2.2-3711 A 19 of the Code of Virginia.
**Property** – Discussion or consideration of the acquisition of real property for a public purpose, or of the disposition of publicly held real property as authorized by Section 2.2-3711 A 3 of the Code of Virginia.
**Students** – Discussion or consideration of admission or disciplinary matters concerning students as authorized by Section 2.2-3711 A 2 of the Code of Virginia.

**Regular Session**

The Board returned to open session. Chair Mullins called the open session portion of the meeting to order at 6:40 p.m.

**Certification from Closed Session**

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

**Moment of Silence and Pledge of Allegiance**

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

**Consent Agenda and Motions from Closed Session**

Vice-Chair Robinson made a motion to approve items A, B and C of the consent agenda. Mrs. Moir seconded the motion, and the Board approved 4-0. Mrs. Mullins abstained due to a conflict with personnel.

**Recognitions and Instructional Focus**

**A. Tazewell High School, Landri Lallande – Four Time 2A State Champion in Discus for Outdoor Track and Field, *Dr. Paige Davis, Assistant Principal, Tazewell High School***

Dr. Davis recognized Landri Lallande, a recent Tazewell High School graduate, for being a four-time 2A State Champion in Discus for Outdoor Track and Field. Dr. Davis told Board members Landri was a wonderful student and an amazing athlete.

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

- Jack Clem and Cooper Hurst – Doubles Tennis State Champions
- Jack Clem – Singles Tennis State Runner-up
- Ezekiel Mullins – Track – Shot Put State Runner-up

This item was moved to the August School Board meeting.

**C. Tazewell County Career and Technical Center – TeamWorks Team, 10th in the Nation at National Skills USA Competition**, ***Lee Salyers, TCCTC Principal/Director of CTE***

Mr. Salyers recognized students from the TeamWorks Team who placed 10th in the nation at the National Skills USA competition. School divisions from 34 states participated in the competition. Orion Mustard, Dylan Belcher, Matthew Shirey, and Ethan Deel outperformed much larger school divisions to place 10th in the nation.

**Hearing of Citizens**

None

**Hearing of Employees**

None

**Unfinished Business**

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

Dr. Stacy asked Board members for a second read approval of all of the VSBA May 2025 Policy updates except policy IGBJ. He advised the Virginia Department of Education had delayed the implementation of the advanced or accelerated mathematics policy, so this policy did not need to be approved at this time.

Vice-Chair Robinson made a motion that the Tazewell County School Board approve the VSBA May 2025 Policy updates as a second read, with the exception of policy IGBJ. Mrs. Moir seconded the motion, and the Board unanimously approved.

**B. Approval of Proposed Policy Regulation JHC-R.2, Students – Accidents/Injuries and Illnesses: Emergency Care, second read, *Dr. Chris Stacy, Division Superintendent***

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

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

**New Business**

**A. Division Superintendent's Evaluation, *Irene Mullins, School Board Chair***

Chair Mullins advised the Board had evaluated Dr. Stacy in June. She shared that Dr. Stacy completed the year very proficiently. Chair Mullins said Tazewell County Public Schools was an excellent school system with great leadership.

**B. Approval of Proposed Policy Form IGBJ-F, Parent Notification and Opt-Out Form for Policy IGBJ, Advanced or Accelerated Mathematics, *Deidra Hill, Deputy Superintendent* (SEE ATTACHED)**

*This item was removed from the agenda because the Virginia Department of Education had delayed the implementation of the advanced/accelerated mathematics policy until the 2026-2027 school year.*

**C. Authorization to appoint Division Superintendent to serve as Fiscal Agent and Director of Budget and Finance as Deputy Fiscal Agent, *Dr. Chris Stacy, Division Superintendent***

In order to expedite the payment of valid and proper invoices, the Tazewell County School Board appoints a Fiscal Agent and a Deputy Fiscal Agent each year to approve the payment of all bills in a timely manner.

Vice-Chair Robinson made a motion that the Tazewell County School Board appoint Dr. Chris Stacy, Division Superintendent, as Fiscal Agent, and Cynthia Hurley, Director of Budget and Finance, as Deputy Fiscal Agent, to examine and approve all just claims and to authorize the payment thereof for the 2025-2026 school year. Mrs. Moir seconded the motion, and the Board unanimously approved.

**D. Authorization for Superintendent to Approve Appointments, Resignations, Transfers, and Recommendations for Terminations, *Dr. Chris Stacy, Division Superintendent***

Dr. Stacy advised that the School Board annually authorizes the Division Superintendent to approve personnel actions that include appointments, resignations, transfers, and recommendations for termination for the period of July 1, 2025 to June 30, 2026 subject to ratification by the Board.

Vice-Chair Robinson made a motion that the Tazewell County School Board authorize the Division Superintendent to approve personnel actions that include appointments, resignations, transfers, and recommendations for termination for the period of July 1, 2025 to June 30, 2026 subject to ratification by the Board. Mrs. Whittington seconded the motion, and the Board unanimously approved.

**E. Resolution Authorizing Reassignment of Personnel, *Dr. Chris Stacy, Division Superintendent* (SEE ATTACHED)**

A division superintendent shall have the authority to assign to their respective positions in the schools where they have been placed by the School Board, all teachers, principals and assistant principals, according to Code of Virginia §22.1-297. Dr. Stacy asked for Board approval of the proposed resolution that would expand the authority of the Division Superintendent.

Vice-Chair Robinson made a motion that the Tazewell County School Board approve the resolution authorizing the division superintendent to reassign teachers, principals and assistant principals according to Section 22.1-297 of the Code of Virginia. Mr. Woodard seconded the motion, and the Board unanimously approved.

**F. Selection of Delegate and Alternate Delegate for Virginia School Board Association, first read, *Dr. Chris Stacy, Division Superintendent* (SEE ATTACHED)**

In accordance with the bylaws of the Virginia School Board Association, "A school board in good standing will be entitled to one vote in all meetings of the Association. A voting delegate and an alternate will be selected from the membership of each member school board by that board. A voting delegate and an alternate must be selected to represent the Tazewell County School Board at the VSBA Delegate Assembly scheduled for November 20, 2025.

Mrs. Moir made a motion that the Tazewell County School Board appoint Erik Robinson as the VSBA voting delegate and Irene Mullins as the alternate voting delegate for the VSBA Delegate Assembly in November 2025. Mrs. Whittington seconded the motion, and the Board unanimously approved.

**G. Water Bottle and Backpack Discussion, *Dr. Chris Stacy, Division Superintendent* (SEE ATTACHED)**

Dr. Stacy shared draft language with Board members regarding water bottles and backpacks in the schools. He advised the draft language for water bottles required students bring sealed bottles of water or open and empty cups to be filled at the filling stations inside the schools. Dr. Stacy also advised the backpack draft contained language much like the bag procedure for athletic events.

Mr. Woodard stated students would be safer with all students carrying clear backpacks. Board members were in favor of the backpack policy, but most felt it was too late to implement it for the 2025-2026 school year, since families and organizations that give away free backpacks had already made purchases for the 2025-2026 school year. After a lengthy discussion, Board members agreed to pass the draft language for both water bottles and backpacks as a first read, with the intention of approving both as a second read in August with specific dates for implementation.

Vice-Chair Robinson made a motion to approve the water bottle policy as a first read. Mr. Woodard seconded the motion, and the Board unanimously approved.

Vice Chair Robinson made a motion to approve the backpack policy as a first read. Mrs. Whittington seconded the motion, and the Board unanimously approved.

**H. Approval of Easement on Graham High School Property, *Andrew J. Fleenor, Right of Way Agent, Virginia Department of Transportation (VDOT)* (SEE ATTACHED)**

Mr. Fleenor requested School Board approval of easements on Graham High School property for a sidewalk project that the Town of Bluefield had approved three years ago. He advised this particular part of the project would be advertised in October 2026, with the actual construction of the sidewalk beginning around February 2027. After a brief discussion about the utility work that would have to be completed first, Mr. Fleenor told Board members VDOT needed to obtain the easements, and then VDOT would give permission to others working on the project.

Vice-Chair Robinson made a motion that the Tazewell County School Board approve the easement request on the Graham High School property. Mrs. Whittington seconded the motion, and the Board unanimously approved.

**I. Approval of Middle and High School Textbook Adoption for Math, *James McGee, Director of Secondary Education* (SEE ATTACHED)**

Mr. McGee advised Tazewell County Public Schools recently conducted a thorough textbook adoption process for Mathematics. Three educational publishers presented materials for review. To ensure a comprehensive evaluation, a committee composed of diverse stakeholders (including educators, administrators, and community members) was formed. After careful consideration, math textbooks were selected from the company whose materials best supported high-quality instruction, which was Mathspace. All resources meet strict criteria for content accuracy, alignment to state standards, bias-free presentation, and accessibility for all learners. Mr. McGee advised this would be a seven-year contract, and asked the Board for approval of the quote from Mathspace in the amount of $342,700.00.

Mr. Woodard questioned if the textbooks would be delivered by the start of school, and Mr. McGee confirmed they would.

Mr. Robinson made a motion that the Tazewell County School Board approve the quote for middle school and high school Mathematics textbooks from Mathspace in the amount of $342,700.00. Mrs. Moir seconded the motion, and the Board unanimously approved.

**J. Approval of Middle and High School Textbook Adoption for English, *James McGee, Director of Secondary Education* (SEE ATTACHED)**

Tazewell County Public Schools recently conducted a thorough textbook adoption process for English Language Arts. Three educational publishers presented materials for review. To ensure a comprehensive evaluation, a committee composed of diverse stakeholders (including educators, administrators, and community members) was formed. After careful consideration, English Language Arts textbooks were selected from the company whose materials best support high-quality instruction, which was McGraw Hill. All resources meet strict criteria for content accuracy, alignment to state standards, bias-free presentation, and accessibility for all learners. Mr. McGee advised this would be a five year contract, and asked the Board for approval of the quote from McGraw Hill in the amount of $585,557.10.

Vice-Chair Robinson made a that the Tazewell County School Board approve the quote for middle school and high school English Language Arts textbooks for grades six through twelve from McGraw Hill in the amount of $585,557.10. Mrs. Whittington seconded the motion, and the Board unanimously approved.

Mr. Woodard questioned if the amounts for textbooks had been budgeted and approved by the Board of Supervisors, and Dr. Stacy confirmed that this allocation was in the budget.

**K. Approval of Appalachian Umpires Association (AUA) Baseball/Softball Agreement, *James McGee, Director of Secondary Education* (SEE ATTACHED)**

Mr. McGee asked Board members for approval of the Appalachian Umpires Association contract for Baseball and Softball. The dates of the agreement were July 1, 2025 to June 30, 2026. Mr. McGee advised the only change was a $10 increase per game per umpire.

Vice-Chair Robinson made a motion that the Tazewell County School Board approve the Appalachian Umpires Association Contract for baseball/softball. Mr. Woodard seconded the motion, and the Board unanimously approved.

**L. Approval of the Agreement between the Southwest Virginia Wrestling Officials Association and the Tazewell County School System, *James McGee, Director of Secondary Education* (SEE ATTACHED)**

Mr. McGee asked the School Board to approve the officiating contract for wrestling. The dates of the agreement were July 1, 2025 to June 30, 2027. Mr. McGee advised this agreement also had an increase of $10 per game per official.

Vice-Chair Robinson made a motion that the Tazewell County School Board approve the officiating agreement from the Southwest Virginia Wrestling Officials Association. Mrs. Moir seconded the motion, and the Board unanimously approved.

**M. Approval of Bid for Tazewell Intermediate School Window Blinds, *Dr. Chris Stacy, Division Superintendent* (SEE ATTACHED)**

Dr. Stacy asked School Board members for approval to accept the quote for 83 fire rated roller window blinds for the newly installed windows at Tazewell Intermediate School in the amount of $34,910 from KC Home Decor LLC. The blinds are made of a thicker material (0.126 v. 0.025), have a longer warranty (lifetime v. 10 years), have a similar timeline for delivery and installation, and are significantly less expensive than the other responder.

Vice-Chair Robinson made a motion that the Tazewell County School Board accept the proposal from KC Home Decor LLC for RFP TCPS0625-Window Blinds for Tazewell Intermediate School in the amount of $34,910. Mrs. Whittington seconded the motion, and the Board unanimously approved.

**N. Approval of Bid for High School Bathroom Renovations, *Dr. Chris Stacy, Division Superintendent* (SEE ATTACHED)**

Dr. Stacy asked the School Board members for approval to enter into contract negotiations for architectural and engineering services with Thompson and Litton for the renovations of four bathrooms at each of our three high schools.

Vice-Chair Robinson made a motion that the Tazewell County School Board authorize Dr. Stacy to enter into contract negotiations for the architectural and engineering services of Thompson & Litton for the renovations of four bathrooms at each of the three high schools. Mr. Woodard seconded the motion, and the Board unanimously approved.

Mr. Woodard questioned if this would be paid from the current budget or from the sequestered funds, and Dr. Stacy indicated it would be from the sequestered funds.

**O. Approval of Bid for Tazewell High School Gymnasium Wall, *Dr. Chris Stacy, Division Superintendent* (SEE ATTACHED)**

Dr. Stacy asked the Board for approval to enter into contract negotiations for architectural, engineering and related services with Thompson & Litton for the design of repairs to the damaged gymnasium wall at Tazewell High School. He advised this project would also be paid from the sequestered funds.

Vice-Chair Robinson made a motion that the Tazewell County School Board authorize Dr. Stacy to enter into contract negotiations for architectural, engineering and related services with Thompson & Litton for the design of repairs to the damaged gymnasium wall at Tazewell High School. Mrs. Moir seconded the motion, and the Board unanimously approved.

**P. Approval of Quote for Asbestos Abatement at Abbs-Valley-Boissevain Elementary School, *Dr. Chris Stacy, Division Superintendent* (SEE ATTACHED)**

Dr. Stacy asked for approval of the quote from A&A Environmental, LLC in the amount of $27,850.00 for asbestos abatement at Abbs-Valley-Boissevain Elementary School. Services include removal and disposal of approximately 6,960 square foot of carpet, floor tile and mastic in principals' office, library, teachers' lounge and classrooms 3, 6, 18, 19 and 20. In addition, a third-party project monitor to perform PCM air clearance sampling at completion will be provided. Dr. Stacy said the goal was for this to be completed before school starts.

Vice-Chair Robinson made a motion that the Tazewell County School Board approve the quote from A&A Environmental, LLC in the amount of $27,850.00 for asbestos abatement at Abbs-Valley-Boissevain Elementary School. Mr. Woodard seconded the motion, and the Board unanimously approved.

**Q. Approval of Quote for Carpet and Tile at Abbs-Valley-Boissevain-Elementary School, *Dr. Chris Stacy, Division Superintendent* (SEE ATTACHED)**

Dr. Stacy will ask for approval of the quote from Sherwin Williams for carpet and tile at Abbs-Valley-Boissevain Elementary School in the amount of $27,284.97. Carpet will be installed in the principal's office, the library and the teachers' lounge, and tile will be installed in five classrooms.

Vice-Chair Robinson made a motion that the Tazewell County School Board approve the quote from Sherwin Williams in the amount of $27,284.97 for carpet and tile at Abbs-Valley-Boissevain Elementary School. Mrs. Whittington seconded the motion, and the Board unanimously approved.

**R. E-rate Internet Service Contract Confirmation for 2025-2026 (Category II), *Dr. Chris Stacy, Division Superintendent* (SEE ATTACHED)**

Tazewell County Public Schools received the Funding Commitment Decision Letter for Category II (Hardware and Services). Tazewell County Public Schools awarded the CAT II contract to Encore Technology Group LLC. Dr. Stacy asked that the School Board accept the E-rate Category II funding grant, which would reimburse the school division for services up to the approved amount of $276,823.80.

Vice-Chair Robinson made a motion that the Tazewell County School Board accept and approve the E-rate grant in support of educational technology in Tazewell Public County Schools. Mrs. Moir seconded the motion, and the Board unanimously approved.

**S. Approval for Non-CDL Drivers to Drive the Small Activity Bus, *Marcella Keene, Manager of Transportation* (SEE ATTACHED)**

Ms. Keene asked Board members to give permission for approved school employees and volunteer coaches to be allowed to drive type A non-yellow school buses. She advised a CDL is not required for 15 or less passengers (14 passengers and 1 driver). Those without a CDL would be qualified to drive the small activity buses. Ms. Keene told Board members this would help with small trips. (The attached PowerPoint presentation lists all qualifications.) Mr. Woodard indicated he would prefer to limit this to Tazewell County Public School employees or paid coaches – not volunteer coaches, and thought every bus carrying students should have a paid coach on the bus. Mrs. Moir agreed and said driving the bus was a whole other responsibility. Chair Mullins stated if the person was good enough to volunteer as a coach, they should be good enough to drive the bus, especially if they

possessed all the qualifications. Mr. Woodard and Mrs. Moir asked Dr. Stacy to seek a legal opinion about volunteer coaches driving the small activity buses and move this item to the August Board meeting.

**T. Discussion of Food Truck for Graham High School, *David Woodard, School Board member***

Mr. Woodard told Board members the food truck purchased for Tazewell High School had worked well and suggested the same be purchased for Graham High School. He requested Dr. Stacy obtain quotes for a 7 foot by 16 foot truck before the next board meeting, and poll School Board members for approval.

**Superintendent's Report**

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

Dr. Stacy advised it had been a busy summer. Back to school meetings would begin in three weeks and school custodians were in the middle of deep cleaning the schools. Dr. Stacy indicated he was hopeful for good news with the testing scores, and said the information would be shared with everyone once the scores were received. He expressed appreciation to everyone. With the passing of Dr. Brenda Lawson, Dr. Stacy asked everyone to keep her family in their thoughts and prayers. He advised Dr. Lawson had a long career with Tazewell County Public Schools and was a great mentor to many.

**Board Member Comments**

Mr. Woodard indicated the three motions made for items C, D and E under new business were based on Virginia Code and done yearly. He expressed sympathy for Dr. Brenda Lawson's family.

Mrs. Whittington – no comments

Mrs. Moir congratulated the students from TCCTC for the amazing accomplishment of ranking 10th in the nation. She expressed appreciation to the custodians and maintenance/grounds workers for working hard to make the buildings look fantastic. Mrs. Moir expressed sympathy to Dr. Lawson's family.

Vice-Chair Robinson congratulated the TCCTC students on the impressive win at the national competition. He thanked all staff members for everything they do for the students. Vice-Chair Robinson expressed congratulations to Billy Wagner, Tazewell County's first ever athlete to be inducted into the Hall of Fame.

Chair Mullins congratulated Landri Lallande on her success. She thanked everyone for working hard during the summer to get ready for the new school year. Chair Mullins conveyed congratulations to Billy Wagner. She expressed sympathy to Dr. Lawson's family.

Vice-Chair Robinson made a motion to adjourn at 7:53 p.m. Mrs. Moir seconded the motion, and the Board unanimously approved.

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B. Irene Mullins, School Board Chair Date

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Vicki Bailey, School Board Clerk Date

# PURCHASING PROCEDURES

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

## Certification Regarding Certain Offenses

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

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

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

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

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

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

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

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

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

Unauthorized Aliens

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

Use of Forced and Indentured Child Labor by Contract Prohibited

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

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

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

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

Discrimination by Contractor Prohibited

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

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

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

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

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

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

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

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

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

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

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

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

Adopted: July 14, 2025

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

Cross Refs.:

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

# SCHOOL CRISIS, EMERGENCY MANAGEMENT AND MEDICAL EMERGENCY RESPONSE PLAN

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

The School Board designates the Division Superintendent as emergency manager.

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

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

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

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

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

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

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

Athletic Emergency Action Plan or Cardiac Emergency Response Plan

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

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

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

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

Each CERP and athletic EAP:

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

Bleeding Control Program

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

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

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

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

and may contain:

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

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

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

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

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

Adopted: July 14, 2025

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

8 VAC 20-132-240.

Cross Refs.:

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

# THREAT ASSESSMENT TEAMS

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

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

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

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

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

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

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

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

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

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

Adopted: July 14, 2025

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

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

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# EMERGENCY FIRST AID, CPR AND AED CERTIFIED PERSONNEL

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

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

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

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

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

Adopted: July 14, 2025

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

Cross Ref.:

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

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# OPIOID ANTAGONISTS

## Administration

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

## Maintenance, Inspection, and Record Keeping

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

## Regulations

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

## Personnel Training

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

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

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Adopted: July 14, 2025

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

Cross Refs:

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

# SAFETY DRILLS

## Fire Drills

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

## Lock-Down Drills

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

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

## School Bus Emergency Drills

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

## Tornado Drills

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

## Sudden Cardiac Arrest Drills

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

## Emergency Situations

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

Bleeding Control Kits

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

Adopted: July 14, 2025

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

Acts 2006, c. 164.

8 VAC 20-131-260.

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

# EDUCATIONAL FACILITIES SPECIFICATIONS

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

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

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

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

Adopted: July 14, 2025

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

Cross Refs.:

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

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# ACCEPTABLE COMPUTER SYSTEM USE

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

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

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

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

The Guidelines include:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Adopted: July 14, 2025

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

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

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

# STAFF WEAPONS IN SCHOOL

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

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

Illegal conduct will be reported to law enforcement officials.

Adopted: July 14, 2025

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

8 VAC 20-560-10.

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

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# PROFESSIONAL STAFF CONTRACTS

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

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

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

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

Adopted: July 14, 2025

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

8 VAC 20-441-10.

8 VAC 20-441-40.

Cross Ref.:

| | |
|---|---|
| GCBB | Supplementary Pay |
| GCDA | Effect of Criminal Conviction or Founded Complaint of Child Abuse or Neglect |
| GCE | Substitute Teachers |
| GCG | Professional Staff Probationary Term and Continuing Contract |
| GCPB | Resignation of Staff Members |
| GCPD | Professional Staff Discipline |
| GCPF | Suspension of Staff Members |

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

## Generally

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

## I. APPLICANTS FOR EMPLOYMENT

### A. Criminal Convictions

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

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

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

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

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

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

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

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

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

B. Founded Complaints of Child Abuse or Neglect

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

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

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

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

## II. EMPLOYEE CHARGES AND CONVICTIONS

### A. Criminal Proceedings

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

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

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

### B. Founded Complaints of Child Abuse or Neglect

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

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

III. COURT ORDERED PROBATION

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

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

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

Adopted: July 14, 2025

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

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

# SUBSTITUTE TEACHERS

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

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

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

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

Long-term substitute teachers

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

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

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

Adopted: July 14, 2025

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

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# PROFESSIONAL STAFF PROBATIONARY TERM AND CONTINUING CONTRACT

Teachers

## Probationary Term

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

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

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

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

## Continuing Contract

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

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

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

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

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

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

Principals, Assistant Principals, and Supervisors

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

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

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

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

Adopted: July 14, 2025

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

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

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# PROFESSIONAL STAFF DEVELOPMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Adopted: July 14, 2025

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

# PROFESSIONAL STAFF DISCIPLINE

## A. Probation and Dismissal

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

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

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

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

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

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

## B. Suspension

Employees of 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.

E. Administration of Opioid Antagonist

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

Adopted: July 14, 2025

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

Cross Refs.:

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

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# TEACHING ABOUT DRUGS, ALCOHOL AND TOBACCO

Tazewell County School Board provides instruction concerning

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

Instruction on Opioid Overdose Prevention and Reversal in Secondary School

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

Adopted: July 14, 2025

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

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

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# PROGRAMS FOR STUDENTS WITH DISABILITIES

## Generally

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

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

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

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

## Postsecondary Transition and Support Services

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

## Support During Emergency Situations and Evacuations

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

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Special Education Parent/Family Liaison

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

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

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

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

Parental Notification of Dual Enrollment Rights and Obligations

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

Explanation of Procedural Safeguards

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

Child Find

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

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

Adopted: July 14, 2025

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

29 U.S.C. § 701, et seq.

42 U.S.C. § 12101, et seq.

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

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

Cross Refs.:

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

# ONLINE COURSES AND VIRTUAL SCHOOL PROGRAMS

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

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

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

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

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

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

For purposes of this policy, the following definitions apply.

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

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

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

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

Adopted: July 14, 2025

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

Cross Refs.:

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

# ADVANCED OR ACCELERATED MATHEMATICS

## Annual Notification

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

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

## Automatic Enrollment and Option for Parental Opt-Out

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

## Eligibility for Enrollment

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

Adopted: July 14, 2025

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

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

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# ACCEPTABLE COMPUTER SYSTEM USE

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

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

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

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

The Guidelines include:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Adopted: July 14, 2025

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

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

Cross Refs.:

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

# SCHOOL ATTENDANCE AREAS

School attendance areas for each school are established by the School Board. Students attend the school in the attendance area in which they reside and to which they are assigned, unless special permission is granted by the School Board.

Any student who does not reside within the school division, but is the dependent of a full-time active duty member of the uniformed services, is permitted to enroll in the division upon request of such student's parent, provided that:

- space in the school is available,
- at least one parent of the student has an identification card issued by the U.S. Department of Defense,
- at least one parent of the student can provide evidence that the parent will be on active duty status or active duty orders, such that the parent will be temporarily transferred in compliance with official orders to another location in support of combat, a contingency operation, or a natural disaster requiring the use of orders for more than 30 consecutive days; and
- the student will be residing with a relative of such student who lives in this school division or will be residing in this school division within six months of requesting enrollment in the division.

The superintendent is responsible for establishing an application process which may include the following

- A process by which a parent or guardian indicates a school preference for purposes of his child attending a school in the division but outside of the attendance area in which the child resides
- A requirement that the parent or guardian provide transportation for the student attending a school outside the attendance zone in which the child resides
- A requirement that the student may be disqualified from attending a school outside the attendance area in which the child resides if he has been subject to specified disciplinary actions
- A prohibition on the recruitment of a student from one school to another by a school division employee
- A limitation on participation in certain athletic activities for a student who chooses to attend a school outside the attendance zone in which he resides
- A random, unbiased selection process in the event enrollment requests exceed the capacity of a school
- A provision that a student will be permitted to remain at the receiving school until the student has completed the highest grade level in that school
- A preference to a student
    - who resides in a location that has been subject to a change in school attendance area during the previous two years

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- who has a sibling attending the receiving school, or
- whose parent or guardian is an employee of the receiving school

Changes in attendance areas are determined by the School Board, upon recommendation of the superintendent based on the need to provide for the orderly administration of the schools, the competent instruction of the students and the health, safety, best interests and general welfare of all students.

As used in this policy, "military installation" means a base, camp, post, station, yard, center, homeport facility for any ship, fort, or other activity under the jurisdiction of the Department of Defense, including any leased facility, that is located in whole or in part within the Commonwealth. "Military installation" does not include any facility used primarily for civil works, rivers and harbors projects, or flood control projects.

Adopted: July 14, 2025

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Legal Ref.: Code of Virginia, 1950 as amended, §§ 22.1-7.1, 22.1-7.2, 22.1-78, 22.1-79, 22.1-253.13:7.

Cross Refs:

| | |
|---|---|
| JEC | School Admission |
| JEC-R | School Admission |
| JCA | Transfers by Student Victims of Crime |
| JCB | Transfers by Students in Persistently Dangerous Schools |

# CLASSROOM ASSIGNMENTS FOR TWINS

A parent of twins or higher order multiples in the same grade level may request that the children be placed in the same classroom or in separate classrooms if they are at the same elementary school. A parent must request the classroom placement no later than 3 days after the first day of each school year or 3 days after the first day of attendance of the children during a school year. Schools may recommend classroom placement to the parent.

Schools must provide the placement requested by the children's parent, unless the division superintendent or superintendent's designee makes a classroom placement determination following the school principal's request to do so, based upon a determination by the principal at the end of the initial grading period, and in consultation with the children's classroom teacher, that the parent's requested classroom placement is disruptive to the school or is harmful to the children's educational progress.

Adopted: July 14, 2025

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Legal Ref.: Code of Virginia, as amended, § 22.1-79.3.

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# SCHOOL ADMISSION

No person is charged tuition for admission or enrollment in the Tazewell County Public Schools, whether on a full-time or part-time basis, who is eligible for admission under Policies JEC School Admission or JECA Admission of Homeless Children. School officials do not inquire into the student's citizenship or B, C or D visa status in determining eligibility for tuition-free enrollment in the Tazewell County Public Schools.

However, the school division may admit and charge tuition to a student who:

A. Is a resident of the school division but not of school age;

B. Is of school age and not a resident of Virginia but is temporarily living with a non-parent who resides within the school division;

C. Is of school age and resides beyond the boundaries of Virginia but near thereto in a state or the District of Columbia which grants equal attendance privileges to residents of the Commonwealth;

D. Is of school age and resides on a military or naval reservation located wholly or partly within the geographical boundaries of the school division, is not a domiciled resident of the Commonwealth of Virginia, and is a student for whom federal funds provided under Public Law 874 of 1950, commonly known as Impact Aid, fund less than 50 percent of the total per capita cost of education in Tazewell County Public Schools exclusive of capital outlay and debt service; such students shall be eligible for interscholastic programs immediately upon enrollment, provided that such persons (i) satisfy all other requirements for eligibility and (ii) are dependents of a military service member required by the military to live on the military installation as evidenced by a statement on command letterhead signed by, or by direction of, the service member's commanding officer;

E. Is of school age and attending a school in the division pursuant to a foreign student exchange program approved by the School Board;

F. Is a resident of the Commonwealth but not of the school division, except as provided in Policy JEC School Admission;

G. Is of school age and was enrolled in a public school within the division as a domiciled resident of the Commonwealth, and has been required as a result of military or federal orders issued to their parents to relocate and reside on federal property in another state or the District of Columbia, where such state or the District of Columbia is contiguous to the school division; or

H. Is of school age and residing within the school division, and is enrolled in summer programs other than remediation required under Va. Code § 22.1-253:13.1, or is enrolled in local initiatives or programs not required by the Standards of Quality or the Standards of Accreditation.

The following category(ies) of students are eligible for consideration for admission: nonresidents. Eligibility for consideration does not signify acceptance of the admission application of a student. Each application for admission will be considered on an individual basis. The residency of persons in the above categories who reside in housing or temporary shelter, or on property located in multiple jurisdictions, shall be determined in the manner set forth in Policy JEC School Admission.

Foreign students in an F-1 immigration status or who obtain F-1 student visas are not admitted in the division's elementary schools or publicly funded adult education programs. Such students may be admitted, for a period up to twelve months, in the division's secondary schools only if they pre-pay the full, unsubsidized per capita cost of the education.

Procedure for Admission

The following procedure is followed for application and review of applications for admission of students who are not eligible for tuition-free enrollment.

A parent or guardian of a student shall apply for admission on behalf of the student by completing the division application. The application form contains information and agreements including, but not limited to:

- the current legal residence of the child and the school division in which the child is currently enrolled, if any;
- the child's unique student identification number, if any;
- the basis for requesting admission;
- the specific building and grade level (elementary) or course offerings (secondary) in which the student desires to be enrolled if accepted by the division; and,
- the agreement that the student is subject to all policies, regulations and guidelines of the school division, including the Code of Student Conduct.

Within 15 calendar days of receipt of the application, the Tazewell County School Division Office of the school division shall provide the applicant with written notification of the approval or denial of the application. If the student is to be admitted, the superintendent or superintendent's designee shall notify the division which the student previously attended, if any, and make necessary arrangements for the transfer of student records. The notification of admission shall state the period for which the student is accepted and the subsequent conditions which could cause the acceptance to be terminated.

If the application is denied, the Tazewell County School Division Office shall notify the parent or guardian of the right to have the transfer reviewed by sending a written request to the superintendent or superintendent's designee within seven calendar days. Applications denied based upon the student's suspension, expulsion or withdrawal of admission shall be reviewed in as provided in Policy JEC School

Admission. For all other denials of admission, the superintendent or superintendent's designee shall respond in writing to the request for review within 10 calendar days.

Tuition Rate

The tuition rate is set by the superintendent for each academic year.

Transportation

Transportation is not furnished to nonresident students except in those cases where:

- agreements between divisions specify transportation services;
- federal or state legislation mandates the provision of transportation services; or
- transportation services can be provided at no cost to the division.

Adopted: July 14, 2025

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Legal Refs: 8 CFR 214.2.

Code of Virginia, 1950, as amended, §§ 22.1-3, 22.1-5 and 22.1-287.02.

| | | |
|---|---|---|
| Cross Refs.: | JEC | School Admission |
| | JECA | Admission of Homeless Children |
| | JECB | Admission of Nonpublic Students for Part-Time Enrollment |
| | JC | School Attendance Areas |
| | JGD/JGE | Student Suspension/Expulsion |
| | JHCA | Physical Examinations of Students |
| | JHCB | Student Immunizations |
| | JO | Student Records |

# EXCLUSIONS AND EXEMPTIONS FROM SCHOOL ATTENDANCE

The School Board shall excuse the following from attendance at school:

1. Any student who, together with the student's parents, by reason of bona fide religious training or belief is conscientiously opposed to attendance at school.

2. On the recommendation of the juvenile and domestic relations court of the city or county in which the student resides, and for such period of time as the court determines appropriate, any student who, together with the student's parents, is opposed to attendance at a school by reason of concern for the student's health as verified by competent medical evidence, or by reason of such pupil's reasonable apprehension for personal safety when such concern or apprehension in that pupil's specific case is determined by the court, upon consideration of the recommendation of the principal and division superintendent, to be justified.

The School Board may excuse the following from attendance at school:

1. On recommendation of the principal and the superintendent and with the written consent of the parent or guardian, any student who the School Board determines, in accordance with regulations of the Board of Education, cannot benefit from education at school; or

2. On recommendation of the juvenile and domestic relations district court of the city or county in which the student resides, any student who, in the judgment of the court, cannot benefit from education at school.

Any request for exemption from attendance is to be provided or forwarded annually in writing to the superintendent or superintendent's designee.

The compulsory education requirements do not apply to

- children suffering from contagious or infectious diseases;
- children whose immunizations against communicable diseases have not been completed;
- children under 10 years of age who live more than two miles from a public school unless public transportation is provided within one mile of the place where such children live; and
- children between the ages of 10 and 17, inclusive, who live more than 2.5 miles from a public school unless public transportation is provided within 1.5 miles of the place where such children live.

In addition, a child's attendance from school may delayed for one year, when such child will not have reached the age of 6 years old on or before September 30 of such school year and whose parent or guardian notifies the School Board that the

parent does not wish the child to attend school until the following year because the child, in the opinion of the parent or guardian, is not mentally, physically, or emotionally prepared to attend school.

Adopted: July 14, 2025

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Legal Ref.: Code of Virginia, 1950, as amended, § 22.1-254.

Cross Refs.:

| | |
|---|---|
| JEA | Compulsory Attendance |
| JHCB | Immunization of Students |
| JHCC | Communicable Diseases |
| LBD | Home Instruction |

# STUDENT CONDUCT

## Generally

The Tazewell County School Board establishes expectations for student conduct so that public education is conducted in an atmosphere free of disruption and threat to persons or property and supportive of individual rights.

In addition to the types of conduct prohibited below, the superintendent issues Standards of Student Conduct and a list of possible actions for violations of those Standards.

This Policy and the Standards of Student Conduct apply to all Tazewell County school students. They are enforced when the student's conduct occurs when the student is:

- On school property.
- Traveling to school or from school.
- Traveling to, at, and from bus stops.
- In School Board vehicles.
- In attendance at any school-sponsored activity.
- Off school property if the conduct disrupts the learning environment.

The School Board and superintendent biennially review the model student conduct code developed by the Virginia Board of Education to incorporate into policy and the Standards of Student Conduct a range of discipline options and alternatives to preserve a safe and non-disruptive environment for effective learning and teaching.

## Parental Involvement and Responsibility

Each parent of a student enrolled in Tazewell County schools has a duty to assist in enforcing this policy, the Standards of Student Conduct and compulsory school attendance in order that education may be conducted in an atmosphere free of disruption and threat to persons or property and supportive of individual rights. This policy, the Standards of Student Conduct, a notice of the requirements of Va. Code § 22.1-279.3, and a copy of the compulsory school attendance law is sent to all parents within one calendar month of the opening of schools simultaneously with any other materials customarily distributed at that time. A statement for the parent's signature acknowledging the receipt of this policy, the Standards of Student Conduct, the requirements of Va. Code § 22.1-279.3 and the compulsory school attendance law is also sent. Parents are notified that by signing the statement of receipt, they are not deemed to waive, but expressly reserve, their rights protected by the constitution or laws of the United States or Virginia. Each school maintains records of the signed statements.

The school principal may request the student's parent or parents, if both have legal and physical custody, to meet with the principal or principal's designee to review

this policy, the Standards of Student Conduct and the parent's or parents' responsibility to participate with the school in disciplining the student and maintaining order, to ensure the student's compliance with compulsory school attendance law and to discuss improvement of the child's behavior, school attendance and educational progress.

The school principal or principal's designee notifies the parents of any student who violates a School Board policy, the Standards of Student Conduct, or the compulsory school attendance requirements when such violation is likely to result in the student's suspension or the filing of a court petition, whether or not the school administration has imposed such disciplinary action or filed such a petition. The notice states (1) the date and particulars of the violation; (2) the obligation of the parent to take actions to assist the school in improving the student's behavior and ensuring compliance with compulsory school attendance; (3) that, if the student is suspended, the parent may be required to accompany the student to meet with school officials; and (4) that a petition with the juvenile and domestic relations district court may be filed under certain circumstances to declare the student a child in need of supervision.

The principal or principal's designee notifies the parent of any student involved in an incident required to be reported to the superintendent and Virginia Board of Education as described in Policy CLA Reporting Acts of Violence and Substance Abuse.

If a parent fails to comply with the requirements of this Policy, the School Board may ask the Juvenile and Domestic Relations Court to proceed against the parent in accordance with the requirements of the Code of Virginia.

A parent, guardian or other person having control or charge of a student is notified in writing of any disciplinary action taken with regard to any incident upon which an adjudication of delinquency or conviction for an offense listed in Va. Code § 16.1-260.G was based and the reasons therefor. The parent or guardian is also notified of the parent or guardian's right to review, and to request an amendment of, the student's scholastic record, in accordance with regulations of the Board of Education governing the management of scholastic records.

Prevention, Intervention, and Treatment Activities and Programs

Any student involved in a reportable drug or violent incident, as described in Policy CLA Reporting Acts of Violence and Substance Abuse, participates in prevention and intervention activities deemed appropriate by the superintendent or superintendent's designee. Further, any student who has been found to be in possession of or under the influence of drugs or alcohol on school property or at a school sponsored activity may be required to (1) undergo evaluation for drug or alcohol abuse and (2) participate in a drug and/or alcohol treatment program if recommended by the evaluator and if the parent consents.

Prohibited Conduct

The following conduct is prohibited. Students engaging in such conduct are subject to disciplinary action.

Bullying and Use of Electronic Means for Bullying

Bullying is prohibited. "Bullying" means any aggressive and unwanted behavior that is intended to harm, intimidate, or humiliate the victim; involves a real or perceived power imbalance between the aggressor or aggressors and victim; and is repeated over time or causes severe emotional trauma. "Bullying" includes cyber bullying. "Bullying" does not include ordinary teasing, horseplay, argument or peer conflict.

The principal or principal's designee notifies the parent of any student involved in an alleged incident of bullying within 24 hours of learning of the allegation of bullying.

Gang Activity

Gang activity, as defined in Policy JFCE Gang Activity or Association, is prohibited.

Harassment

As provided in Policy JFHA/GBA Prohibition Against Harassment and Retaliation, students are prohibited from harassing other students, school staff, volunteers, student teachers or any other person present in school facilities or at school functions.

Hazing

Hazing is prohibited.

Hazing means to recklessly or intentionally endanger the health or safety of a student or students or to inflict bodily harm on a student or students in connection with or for the purpose of initiation, admission into or affiliation with or as a condition for continued membership in a club, organization, association, fraternity, sorority, or student body regardless of whether the student or students so endangered or injured participated voluntarily in the relevant activity.

Intentional Injury of Others

Students are prohibited from intentionally injuring others.

Self-defense

Whether a student acted in self-defense is considered when the student's conduct is evaluated for disciplinary action.

Threats: Intimidation

Students are prohibited from making any verbal, written or physical threat of bodily injury to another person.

Trespassing

Students, including students who have been suspended or expelled, are subject to disciplinary action for trespassing on school property.

Use and/or Possession of Alcohol, Tobacco Products, Nicotine Vapor Products, Anabolic Steroids, and Other Drugs

Students are prohibited from possessing, using, or distributing any of the restricted substances listed below on school property, on school buses or during school activities, on or off school property.

Students are prohibited from attempting to possess, use, consume, procure and/or purchase, any of the restricted substances listed below or what is represented by or to the student to be any of the restricted substances listed below or what the student believes is any of the restricted substances listed below.

Students are prohibited from being under the influence of any of the restricted substances listed below, regardless of whether the student's condition amounts to legal intoxication.

Restricted substances include but are not limited to alcohol, tobacco products as defined in Policy JFCH Tobacco Products and Nicotine Vapor Products, nicotine vapor products as defined in Policy JFCH Tobacco Products and Nicotine Vapor Products, inhalant products, and other controlled substances defined in the Drug Control Act, Chapter 15.1 of Title 54 of the Code of Virginia, such as anabolic steroids, stimulants, depressants, hallucinogens, marijuana, imitation and look-alike drugs, drug paraphernalia and any prescription or non-prescription drug possessed in violation of School Board policy.

In addition to any other consequences which may result, a student who is a member of a school athletic team will be ineligible for two school years to compete in interscholastic athletic competition if the school principal and the superintendent determine that the student used anabolic steroids during the training period immediately preceding or during the sport season of the athletic team, unless such steroid was prescribed by a licensed physician for a

medical condition.

Use of Profane or Obscene Language and Conduct

Students are prohibited from using profane or obscene language or engaging in profane or obscene conduct.

Vandalism

Students are prohibited from vandalizing school property and the property of any School Board staff member or any other person.

The School Board may recover damages sustained because of the willful or malicious destruction or, or damage to, public property pursuant to Policy ECAB Vandalism.

Adopted: July 4, 2025

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Legal Refs.: Code of Virginia, 1950, as amended, §§ 16.1-260, 18.2-56,18.2-308.1, 18.2-308.7, 22.1-23.3, 22.1-78, 22.1-200.1, 22.1-253.13:7; 22.1-254, 22.1-276.3, 22.1-277, 22.1-277.08, 22.1-277.2, 22.1-279.1, 22.1-279.3, 22.1-279.3:1, 22.1-279.6, 22.1-288.2.

Cross Refs.:

| | |
|---|---|
| CLA | Reporting Acts of Violence and Substance Abuse |
| EB | School Crisis, Emergency Management and Medical Emergency Response Plan |
| EBB | Threat Assessment Teams |
| ECAB | Vandalism |
| IIBEA/GAB | Acceptable Computer System Use |
| JECB (Option 1) | Admission of Nonpublic Students for Part-Time Enrollment |
| JFCC | Student Conduct on School Buses |
| JFCE | Gang Activity or Association |
| JFCF | Drugs in School |
| JFCM | Student Cell Phone and Smart Device Possession and Use |
| JFG | Search and Seizure |
| JFHA/GBA | Prohibition Against Harassment and Retaliation |
| JGA | Corporal Punishment |
| JGD/JGE | Student Suspension/Expulsion |
| JGDA | Disciplining Students with Disabilities |
| JGDB | Discipline of Students with Disabilities for Infliction of Serious Bodily Injury |
| JM | Restraint and Seclusion of Students |

| | |
|---|---|
| JN | Student Fees, Fines and Charges |
| JRCA | School Service Providers' Use of Student Personal Information |
| LBD | Home Instruction |

# WEAPONS IN SCHOOL

## I. Generally

Carrying, bringing, using or possessing any firearm, dangerous device, or dangerous or deadly weapon in any school building, on school grounds, in any school vehicle or at any school-sponsored activity without the authorization of the school principal or the superintendent or superintendent's designee is prohibited, and grounds for disciplinary action. The superintendent or superintendent's designee is permitted to give authority to possess a firearm on school property only to persons expressly authorized by statute to possess a firearm on school property.

Such weapons include, but are not limited to:

- any pistol, shotgun, stun weapon, revolver, or other firearm listed in Va. Code § 22.1-277.07, designed or intended to propel a projectile of any kind, including a rifle,
- unloaded firearms in closed containers,
- any air rifle or BB gun,
- toy guns and look-alike guns,
- any dirk, bowie knife, switchblade or stiletto knife, ballistic knife, machete, knife or razor,
- slingshots or slingbows,
- spring sticks,
- brass or metal knuckles, blackjacks,
- any flailing instrument consisting of two or more rigid parts connected in such a manner as to allow them to swing freely, which may be known as a nun chahka, nun chuck, nunchaku, shuriken, or fighting chain,
- any disc, of whatever configuration, having at least two points or pointed blades, and which is designed to be thrown or propelled and which may be known as a throwing star or oriental dart,
- explosives, and
- destructive devices as defined in Va. Code § 22.1-277.07, and
- other dangerous articles.

## II. Expulsion for Possession of Firearms

A student who has possessed a firearm on school property, school buses, or at a school-sponsored activity as prohibited by Va. Code § 18.2-308.1 or who has possessed a firearm or destructive device as defined in Va. Code § 22.1-277.07, or a firearm muffler or firearm silencer, or a pneumatic gun as defined in Va. Code § 15.2-915.4 on school property or at a school-sponsored activity may be expelled for at least one year in accordance with Policy JGD/JGE Student Suspension/Expulsion. The School Board may determine, based on the facts of a particular situation, that special circumstances exist and no disciplinary action or another disciplinary action or another term of expulsion is appropriate. The School Board may promulgate guidelines for determining what constitutes special circumstances. The School Board authorizes the

superintendent or the superintendent's designee to conduct a preliminary review of such cases to determine whether a disciplinary action other than expulsion is appropriate. If it is determined by the superintendent or superintendent's designee that a disciplinary action other than expulsion is appropriate, such disciplinary action is taken in accordance with Article 3 of Chapter 14 of Title 22.1 of the Code of Virginia.

III. Students with Disabilities

A. Students with disabilities are subject to this policy and may be disciplined to the same extent as a nondisabled student provided the manifestation review committee determines that the violation was not a manifestation of the student's disability. The provisions of Policy JGDA Disciplining Students with Disabilities will be followed in addition to the regular disciplinary procedures.

B. Additional authority to remove a student with a disability from school for a weapons violation.

1. In addition to the authority granted in subsection A above, a student with a disability may also be removed without parent consent and assigned to an interim alternative education program by school personnel for not more than forty-five (45) school days when the student carries or possesses a weapon to or at school, on school premises, or to or at a school function under the jurisdiction of a state or local educational agency. This option is available regardless of whether a manifestation exists. The removal should not be in excess of any removal imposed on a student without a disability for the same offense.

2. For purposes of this forty-five (45) school day removal, the weapon must meet the following definition:

> "a weapon, device, instrument, material or substance, animate or inanimate, that is used for, or is readily capable of, causing death or serious bodily injury, except that such term does not include a pocket knife with a blade of less than 2 ½ inches in length."

Adopted: July 14, 2025

Legal Refs.: 18 U.S.C. § 930.

20 U.S.C. § 1415.

Code of Virginia, §§ 15.2-915.4,18.2-308, 18.2-308.1, 18.2-308.7, 22.1-277.07, 22.1-277.07:1, 22.1-280.2:4.

| | | |
|---|---|---|
| Cross Refs.: | EB | School Crisis, Emergency Management, and Medical Emergency Response Plan |
| | EBB | Threat Assessment Teams |
| | GBEB | Staff Weapons in School |
| | JFC | Student Conduct |
| | JFCC | Student Conduct on School Buses |
| | JFG | Search and Seizure |
| | JGA | Corporal Punishment |
| | JGD/JGE | Student Suspension/Expulsion |
| | JGDA | Disciplining Students with Disabilities |
| | JGDB | Discipline of Students with Disabilities for Infliction of Serious Bodily Injury |

# SUBSTANCE ABUSE - STUDENT ASSISTANCE PROGRAM

The primary responsibility for helping students who are involved with substance abuse lies with the students and their parents. Nevertheless, the Tazewell County School Board strives to provide a supportive school environment for students involved with substance use or abuse.

The School Board supports substance abuse programs which vary according to individual needs. Included among these are programs for persons who desire more information, and for those who need help with intervention activities and programs.

The School Board supports efforts to help students during the school day as well as to reinforce programs provided by other sources. To that end, individual school substance abuse programs may provide group experiences, individual counseling and other programs.

Students are prohibited from possessing, using, or distributing restricted substances in accordance with Policy JFC Student Conduct.

Adopted: July 14, 2025

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Legal Ref.: Code of Virginia, 1950 as amended, §§ 22.1-78, 16.1-305.1.

| | | |
|---|---|---|
| Cross Refs.: | CLA | Reporting Acts of Violence and Substance Abuse |
| | EA | Support Services |
| | EBBC | Opioid Antagonists |
| | GAE | Child Abuse and Neglect Reporting |
| | GBEC/JFCH/KGC | Tobacco Products and Nicotine Vapor Products |
| | IGAG | Teaching about Drugs, Alcohol and Tobacco |
| | JFC | Student Conduct |
| | JFCF | Drugs in School |
| | JFG | Search and Seizure |
| | JGD/JGE | Student Suspension/Expulsion |
| | JO | Student Records |
| | KGD | Notification of School-Connected Student Overdose |

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# STUDENT CELL PHONE AND SMART DEVICE POSSESSION AND USE

## Definitions

As used in this policy and related regulations,

"Bell to bell" means after the first bell rings at the start of the school day to begin instructional time until the dismissal bell rings at the end of the school day. "Bell to bell" includes lunch and time in between class periods.

"Smart device" means any personal electronic device that can connect to the internet and wirelessly collect, process, and transmit data, including smart watches and tablets.

## Generally

The Tazewell County School Board establishes age-appropriate and developmentally appropriate restrictions for student use and possession of cell phones and smart devices on school property from bell-to-bell.

The superintendent issues regulations setting forth the restrictions and procedures to be followed to effectuate this policy. Any regulations issued in accordance with this policy may include additional exemptions, including procedures for emergency communications with students.

## Student Cell Phones and Smart Devices on School Property

Students are permitted to use and possess cell phones and smart devices on school property before or after bell to bell, subject to additional regulations as may be issued. Such permitted use must not result in distractions or disruptions to the learning environment, disruptive behavior, bullying, harassment, crime, or any other behavior that violates other policies, regulations or laws.

From bell to bell, students are restricted from using or possessing cell phones on school property in accordance with this policy, issued regulations, and applicable laws.

## Restrictions By Age Group

Elementary Schools (Kindergarten through Grade 5): Reference Policy Regulation JFC-R.1.

Middle Schools (Grades 6 through 8): Reference Policy Regulation JFC-R.1.

High/Secondary Schools (Grade 9 through 12): Reference Policy Regulation JFC-R.1.

Exemptions

Any student who, pursuant to an Individualized Education Plan, Section 504 Plan, individualized health care plan, or Limited English Proficiency plan, is permitted to possess and use a cell phone or smart device on school property, including in the classroom, from bell to bell to monitor or address a health concern or as an accommodation or assistive technology support.

Implementation and Enforcement

The superintendent and the school administration of each elementary and secondary school in the division are responsible for implementing and enforcing this policy. Any implementation and enforcement of this policy minimizes, to the extent possible, any conflict with the instructional responsibilities of teachers or any disturbance to instructional time and does not involve any school resource officer employed in any school in the division.

Discipline of Students

No student will be suspended or expelled solely for a violation of this policy. Any violation of this policy that involves, coincides with, or results in an instance of disruptive behavior, bullying, harassment, crime, or any other behavior that violates other policies, regulations or laws, is subject to discipline, addressed in accordance with the Standards of Student Conduct and applicable policies and regulations.

Adopted: July 14, 2025

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Legal Refs.: Code of Virginia, 1950, as amended, §§ 22.1-78, 22.1-79.3:1, 22.1-276.01, 22.1-277, 22.1-279.6.

| | | |
|---|---|---|
| Cross Refs.: | GAB/IIBEA | Acceptable Computer System Use |
| | JFC | Student Conduct |
| | JFCA | Teacher Removal of Students from Class |
| | JFG | Search and Seizure |
| | JFHA/GBA | Prohibition Against Harassment and Retaliation |
| | JGD/JGE | Student Suspension/Expulsion |
| | JGDA | Disciplining Students with Disabilities |
| | JRCA | School Service Providers' Use of Student Personal Information |

# STUDENT HEALTH SERVICES

The Tazewell County School Board may employ school nurses, physicians, physical therapists, occupational therapists and speech therapists who meet such standards as may be determined by the Board of Education. Subject to the approval of the local appropriating body, a local health department may provide personnel for health services for the school division.

Adopted: July 14, 2025

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Legal Ref.: Code of Virginia, 1950, as amended, §§ 22.1-272.2, 22.1-272.3, 22.1-274.

Cross Refs.:

| | |
|---|---|
| EBBA | Emergency First Aid, CPR and AED Certified Personnel |
| GCPD | Professional Staff Discipline |
| GCPF | Suspension of Staff Members |
| IJ | Guidance and Counseling Program |
| JED | Student Absences/Excuses/Dismissals |
| JHCA | Physical Examinations of Students |
| JHCB | Student Immunizations |
| JHCC | Communicable Diseases |
| JHCCA | Blood Borne Contagious or Infectious Diseases |
| JHCD | Administering Medicines to Students |
| JHH | Suicide Prevention |

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# ADMINISTERING MEDICINES TO STUDENTS

## Self-Care and Self-Administration of Diabetes Medication

Each enrolled student who is diagnosed with diabetes, with parental consent and written approval from the prescriber, is permitted to

- carry with him and use supplies, including a reasonable and appropriate short-term supply of carbohydrates, an insulin pump, and equipment for immediate treatment of high and low blood glucose levels, and
- self-check his own blood glucose levels on school buses, on school property, and at school-sponsored activities.

A School Board employee, as defined in Va. Code § 22.1-274.E, who is a registered nurse, licensed practical nurse, or certified nurse aide and who has been trained in the administration of insulin, including the use and insertion of insulin pumps, and the administration of glucagon may assist a student who is diagnosed with diabetes and who carries an insulin pump with the insertion or reinsertion of the pump or any of its parts. Prescriber authorization and parental consent shall be obtained for any such employee to assist with the insertion or reinsertion of the pump or any of its parts. Nothing in this policy requires any employee to assist with the insertion or reinsertion of the pump or any of its parts.

## Self-Administration of Asthma Medications and Auto-Injectable Epinephrine

Students with a diagnosis of asthma or anaphylaxis, or both, are permitted to possess and self-administer inhaled asthma medications or auto-injectable epinephrine, or both, as the case may be, in accordance with this policy during the school day, at school-sponsored activities, or while on a school bus or other school property. A student may possess and self-administer asthma medication, or auto-injectable epinephrine, or both, when the following conditions are met:

- Written parental consent that the student may self-administer inhaled asthma medications or auto-injectable epinephrine, or both, is on file with the school.
- Written notice from the student's health care provider is on file with the school, indicating the identity of the student, stating the diagnosis of asthma or anaphylaxis, or both, and approving self-administration of inhaled asthma medications or auto-injectable epinephrine, or both, that have been prescribed for the student; specifying the name and dosage of the medication, the frequency in which it is to be administered and the circumstances which may warrant its use; and attesting to the student's demonstrated ability to safely and effectively self-administer the medication.
- An individualized health care plan is prepared, including emergency procedures for any life-threatening conditions.
- There is a consultation with the student's parent before any limitations or restrictions are imposed on a student's possession and self-administration of inhaled asthma medications and auto-injectable epinephrine, and before the permission to possess and self-administer inhaled asthma medications and auto-injectable epinephrine at any point during the school year is revoked.

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- Self-administration of inhaled asthma medications and auto-injectable epinephrine is consistent with the purposes of the Virginia School Health Guidelines and the Guidelines for Specialized Health Care Procedure Manual, which are jointly issued by the Virginia Department of Education and the Virginia Department of Health.
- Information regarding the health condition of the student may be disclosed to school board employees in accordance with state and federal law governing the disclosure of information contained in student scholastic records.

Permission granted to a student to possess and self-administer asthma medications or auto-injectable epinephrine, or both, will be effective for a period of 365 calendar days, and must be renewed annually. However, a student's right to possess and self-administer inhaled asthma medication or auto-injectable epinephrine, or both, may be limited or revoked after appropriate school personnel consult with the student's parents.

Epinephrine

Pursuant to an order or standing protocol issued by the prescriber within the course of his professional practice, any school nurse, School Board employee, employee of a local appropriating body or employee of a local health department who is authorized by a prescriber and trained in the administration of epinephrine may possess epinephrine and administer it to any student believed to be having an anaphylactic reaction.

Albuterol Inhalers

Albuterol inhalers and valved holding chambers are stocked in each school in the division to be administered by any school nurse, licensed athletic trainer under contract with the school division, employee of the School Board, employee of a local appropriating body, or employee of a local health department who is authorized by the local health director and trained in the administration of albuterol inhalers and valved holding chambers for any student believed in good faith to be in need of such medication.

Opioid Antagonists

A dosage of opioid antagonist may be administered by a school nurse or trained and certified employee to any student who is believed to be experiencing or about to

experience a life-threatening opioid overdose in accordance with Policy EBBC Opioid Antagonists and any related regulations and applicable laws.

Regulations

The superintendent shall develop a regulation for administration of medicines to students. The regulation shall include provisions for the handling, storage, monitoring, documentation and disposal of medication.

Adopted: July 14, 2025

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Legal Refs.: Code of Virginia, as amended, §§ 8.01-225, 22.1-78, 22.1-274, 22.1-274.01:1, 22.1-274.2, 22.1-274.6, 54.1-2952.2, 54.1-2957.02, 54.1-3408.

| | | |
|---|---|---|
| Cross Refs.: | EB | School Crisis, Emergency Management and Medical Emergency Response Plan |
| | EBBA | Emergency First Aid, CPR and AED Certified Personnel |
| | EBBC | Opioid Antagonists |
| | GCPD | Professional Staff Discipline |
| | JHCE | Recommendation of Medication by School Personnel |
| | JO | Student Records |
| | KGD | Notification of School-Connected Student Overdose |

# STUDENT-ATHLETE EXTREME HEAT SAFETY AND PROTECTION

For purposes of this policy, heat guidelines are based on Wet Bulb Globe Temperature (WBGT) levels developed by an organization or entity whose purpose is to regulate or govern interscholastic athletics programs in the Commonwealth.

## Heat-Acclimation and Modification Procedure

The scheduling or cancellation of outdoor athletics practices or games are determined in relation to parameters established in connection with the different WBGT levels and tiers of the heat-acclimation and modification procedures.

The Tazewell County School Board establishes the following procedures for outdoor athletics practices or games with at least five tiers of procedures based on heat or humidity levels, beginning with the first tier for the lowest heat or humidity level requiring special student-athlete safety and protection precautions and the final tier for the most severe heat or humidity level before the level at which all outdoor athletics practices or games will be cancelled.

Each tier identifies:

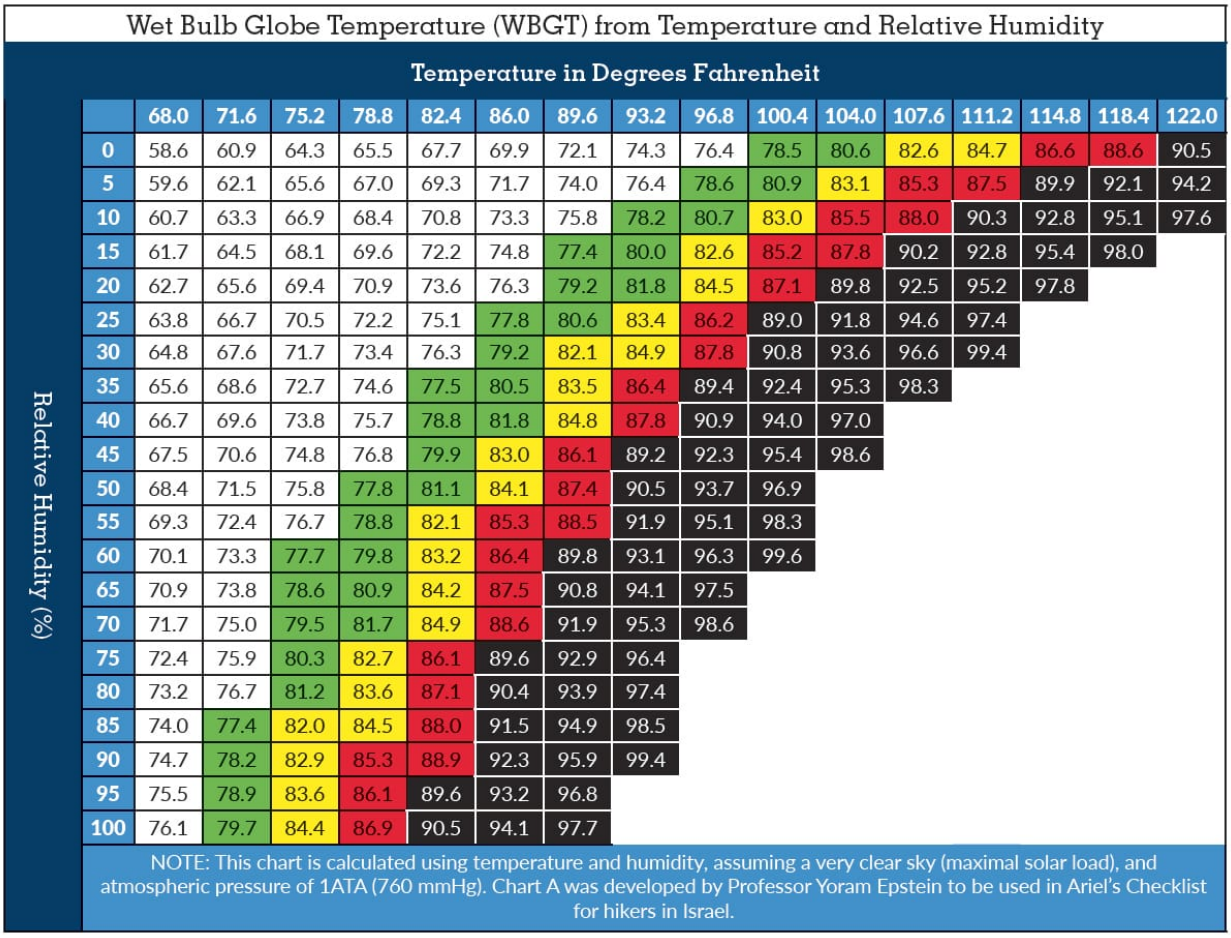
- required equipment modifications, if applicable for the sport,
- work-to-rest ratios,
- modification of water break requirements, and
- use of shaded areas for rest breaks

Procedures:

When high temperature and humidity have the potential to impact athletic practices or competitions, modifications to outdoor athletic activities will be based on current environmental conditions according to the thresholds presented in the following table (WBGT). The administration's decisions regarding outdoor activities in these conditions are binding and ALL athletic teams and/or school-based groups engaged in outdoor activities are expected to follow them.

| Level | WBT (Not air temp) | WBGT (Not air temp) | Duration | Fluid Consumption | Practices | Scrimmages and Contests |
|---|---|---|---|---|---|---|
| 1 | **<66°** | **<80°** | 3 hours maximum | Insist that adequate fluid be ingested. | Full gear; minimum of 2 water breaks per hour. | No modifications. |

| | | | | | | |
|---|---|---|---|---|---|---|
| 2 | **66.0°-74.9°** | **80.0°-82.4°** | 3 hours maximum | Insist that 4 – 6 oz. fluid be ingested every 20 minutes. | Full gear; minimum of 3 water breaks per hour. | No modifications. |
| 3 | **75.0°-76.9°** | **82.5°-84.9°** | 3 hours maximum | Insist that 6 – 8 oz. fluid be ingested every 20 minutes. | Remove helmets unless active in drill. | Monitor athletes, rest as needed. |
| 4 | **77.0°-78.9°** | **85.0°-87.4°** | 3 hours maximum. Includes max of 45 minutes of work and ≥ 15 minutes of rest each hour. | Insist that 8 – 10 oz. fluid be ingested every 15 minutes. | No equipment during non-contact drills; remove helmet unless active in contact drill; remove equipment when instructional periods exceed 10 minutes. | Monitor athletes, rest as needed. |
| 5 | **79.0°-80.9°** | **87.5°-89.9°** | 3 hours maximum. Includes max of 40 minutes of work and ≥ 20 minutes of rest each hour. | Insist that 8 – 10 oz. fluid be ingested every 15 minutes. | No equipment-shirts and shorts only; reduce intensity of activity. | Monitor athletes, rest as needed. Remove helmets if not actively participating. |
| 6 | **81.0° +** | **90.0° +** | NO OUTDOOR PRACTICES, SCRIMMAGES, or COMPETITIONS. | Re-hydrate 24 oz. for every pound of body weight loss per day. | Practices conducted indoors must follow the Heat Policy. | Delay/postpone scrimmage or game until conditions improve. |



Wet Bulb Globe Temperature (WBGT) from Temperature and Relative Humidity

Temperature in Degrees Fahrenheit

| Relative Humidity (%) | 68.0 | 71.6 | 75.2 | 78.8 | 82.4 | 86.0 | 89.6 | 93.2 | 96.8 | 100.4 | 104.0 | 107.6 | 111.2 | 114.8 | 118.4 | 122.0 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 0 | 58.6 | 60.9 | 64.3 | 65.5 | 67.7 | 69.9 | 72.1 | 74.3 | 76.4 | 78.5 | 80.6 | 82.6 | 84.7 | 86.6 | 88.6 | 90.5 |
| 5 | 59.6 | 62.1 | 65.6 | 67.0 | 69.3 | 71.7 | 74.0 | 76.4 | 78.6 | 80.9 | 83.1 | 85.3 | 87.5 | 89.9 | 92.1 | 94.2 |
| 10 | 60.7 | 63.3 | 66.9 | 68.4 | 70.8 | 73.3 | 75.8 | 78.2 | 80.7 | 83.0 | 85.5 | 88.0 | 90.3 | 92.8 | 95.1 | 97.6 |
| 15 | 61.7 | 64.5 | 68.1 | 69.6 | 72.2 | 74.8 | 77.4 | 80.0 | 82.6 | 85.2 | 87.8 | 90.2 | 92.8 | 95.4 | 98.0 | |
| 20 | 62.7 | 65.6 | 69.4 | 70.9 | 73.6 | 76.3 | 79.2 | 81.8 | 84.5 | 87.1 | 89.8 | 92.5 | 95.2 | 97.8 | | |
| 25 | 63.8 | 66.7 | 70.5 | 72.2 | 75.1 | 77.8 | 80.6 | 83.4 | 86.2 | 89.0 | 91.8 | 94.6 | 97.4 | | | |
| 30 | 64.8 | 67.6 | 71.7 | 73.4 | 76.3 | 79.2 | 82.1 | 84.9 | 87.8 | 90.8 | 93.6 | 96.6 | 99.4 | | | |
| 35 | 65.6 | 68.6 | 72.7 | 74.6 | 77.5 | 80.5 | 83.5 | 86.4 | 89.4 | 92.4 | 95.3 | 98.3 | | | | |
| 40 | 66.7 | 69.6 | 73.8 | 75.7 | 78.8 | 81.8 | 84.8 | 87.8 | 90.9 | 94.0 | 97.0 | | | | | |
| 45 | 67.5 | 70.6 | 74.8 | 76.8 | 79.9 | 83.0 | 86.1 | 89.2 | 92.3 | 95.4 | 98.6 | | | | | |
| 50 | 68.4 | 71.5 | 75.8 | 77.8 | 81.1 | 84.1 | 87.4 | 90.5 | 93.7 | 96.9 | | | | | | |
| 55 | 69.3 | 72.4 | 76.7 | 78.8 | 82.1 | 85.3 | 88.5 | 91.9 | 95.1 | 98.3 | | | | | | |
| 60 | 70.1 | 73.3 | 77.7 | 79.8 | 83.2 | 86.4 | 89.8 | 93.1 | 96.3 | 99.6 | | | | | | |
| 65 | 70.9 | 73.8 | 78.6 | 80.9 | 84.2 | 87.5 | 90.8 | 94.1 | 97.5 | | | | | | | |
| 70 | 71.7 | 75.0 | 79.5 | 81.7 | 84.9 | 88.6 | 91.9 | 95.3 | 98.6 | | | | | | | |
| 75 | 72.4 | 75.9 | 80.3 | 82.7 | 86.1 | 89.6 | 92.9 | 96.4 | | | | | | | | |
| 80 | 73.2 | 76.7 | 81.2 | 83.6 | 87.1 | 90.4 | 93.9 | 97.4 | | | | | | | | |
| 85 | 74.0 | 77.4 | 82.0 | 84.5 | 88.0 | 91.5 | 94.9 | 98.5 | | | | | | | | |
| 90 | 74.7 | 78.2 | 82.9 | 85.3 | 88.9 | 92.3 | 95.9 | 99.4 | | | | | | | | |
| 95 | 75.5 | 78.9 | 83.6 | 86.1 | 89.6 | 93.2 | 96.8 | | | | | | | | | |
| 100 | 76.1 | 79.7 | 84.4 | 86.9 | 90.5 | 94.1 | 97.7 | | | | | | | | | |

NOTE: This chart is calculated using temperature and humidity, assuming a very clear sky (maximal solar load), and atmospheric pressure of 1ATA (760 mmHg). Chart A was developed by Professor Yoram Epstein to be used in Ariel's Checklist for hikers in Israel.

**HEAT ADVISORY/EXCESSIVE HEAT WARNING:** When the National Weather Service issues a Heat Advisory or an Excessive Heat Warning, school staff ***MUST BE DILIGENT*** in monitoring both the environmental conditions and participants engaged in outdoor activities.

**Recommendations:**

- Replace fluids at a rate of 24 fluid ounces for every pound of body weight lost after exercise.
- Encourage athletes to wear light colored, loose clothing during activity in hot weather.
- Encourage athletes to wear sunscreen on exposed skin during hot, sunny conditions.
- Ensure adequate water is readily available to student-athletes at all times during activity in hot weather.
- Recommend replacement of sodium (sports drinks, salty foods) if dehydrated, or when activity continues over multiple days in hot and humid weather.

- Discourage athletes from taking caffeine, energy, ergogenic, and/or dietary supplements as these products may cause an increase in dehydration and heat related illness and/or injury.
- The following athletes are at increased risk for heat related illness/injury and should be monitored closely or placed on a modified participation schedule:
    - Individuals poorly acclimatized, overweight, or poorly conditioned.
    - Athletes having a pre-existing dehydrated state (recent fever or gastro-intestinal illness) or pre-existing heat injury.
    - Athletes taking certain medications including diuretics, antihistamines, beta blockers and anticholinergics.
    - Overweight athletes.

Cancellation of Athletics Practice or Games

Any athletics practice or game that is scheduled to take place during a time when the WBGT is above the highest tier addressed in the Heat-Acclimation and Modification Procedure, such event will be cancelled.

Hydration and Cooling Space

Each student-athlete is given unhindered access at all times to hydration and a cooling space. The cooling space may be a shaded or air-conditioned area. Ice is made available and provided to each student-athlete and coach at any time there is a WBGT level of 80 degrees Fahrenheit or higher.

Additional Procedures

The superintendent establishes:

- parameters for scheduling and cancelling outdoor athletics practices or games in accordance with the heat-acclimation and modification procedure;
- procedures relating to preventing, recognizing, and addressing heat-related illnesses, including dehydration, heat syncope, heat exhaustion, and heat stroke; and
- a process for reporting and investigating any instance in which a student-athlete experiences a severe heat-related illness requiring emergency medical treatment or resulting in death.

Adopted: July 14, 2025

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Legal Refs.: Code of Virginia, 1950, as amended, § 22.1-271.9.

| | | |
|---|---|---|
| Cross Refs.: | EB | School Crisis, Emergency Management and Medical Emergency Response Plan |
| | EBBA | Emergency First Aid, CPR and AED Certified Personnel |
| | JJAF | Student-Athlete Sudden Cardiac Arrest |
| | KG | Community Use of School Facilities |
| | KGB | Public Conduct on School Property |

# STUDENT RECORDS

## Generally

The Tazewell County School Board maintains accurate and complete records for every student enrolled in the public schools in accordance with all federal and state laws.

The superintendent or superintendent's designee is responsible for the collection of data, record maintenance and security, access to, and use of records, confidentiality of personally identifiable information, dissemination of information from records, and destruction of records, including the destruction of personally identifiable information regarding a student with a disability at the request of the parents. The superintendent or superintendent's designee also provides for notification of all school division personnel of policy and procedures for management of education records and notification of parents and students of their rights regarding student records, including the right to obtain, upon request, a copy of this policy.

## Definitions

For the purposes of this policy, the Tazewell County Public Schools uses the following definitions.

Authorized representative – any entity or individual designated by a state or local educational authority or an agency headed by an official listed in 34 CFR § 99.31(a)(3) to conduct, with respect to federal- or state-supported education programs, any audit or evaluation, or any compliance or enforcement activity in connection with federal legal requirements that relate to these programs.

Directory information - information contained in a student's education record that would not generally be considered harmful or an invasion of privacy if disclosed. Directory information may include information such as the student's name, address, telephone listing, electronic mail address, photograph, date and place of birth, major field of study, grade level, enrollment status, dates of attendance, participation in officially recognized activities and sports, weight and height of members of athletic teams, degrees, honors, and awards received, and the most recent educational institution attended. Directory information may not include the student's social security number. Directory information may include a student identification number or other unique personal identifier used by a student for accessing or communicating in electronic systems if the identifier cannot be used to gain access to education records except when used in conjunction with one or more factors that authenticate the user's identity, such as a personal identification number, password, or other factor known or possessed only by the authorized user or a student ID number or other unique personal identifier that is displayed on a student ID badge, if the identifier cannot be used to gain access to education records except when used in conjunction with one or more factors

that authenticate the user's identity such as a PIN or password or other factor known or possessed only by the authorized user.

Early childhood education program – a Head Start program or an Early Head Start program, a state licensed or regulated child care program, or a program that serves children from birth through age six that addresses the children's cognitive, social, emotional, and physical development and is a state prekindergarten program, a program under section 619 or Part C of the Individuals with Disabilities Education Act, or a program operated by a local educational agency.

Education program - any program that is principally engaged in the provision of education, including, but not limited to, early childhood education, elementary and secondary education, postsecondary education, special education, job training, career and technical education, and adult education, and any program that is administered by an educational agency or institution.

Education records - any information recorded in any way including handwriting, print, computer media, video or audiotape, film, microfilm, and microfiche maintained by the Tazewell County School Board or an agent of the school division which contains information directly related to a student, except

- records that are kept in the sole possession of the maker, are used only as a personal memory aid, and are not accessible or revealed to another person except a temporary substitute for the maker of the record;
- records created and maintained for law enforcement purposes by the Tazewell County School Board's law enforcement unit, if any. A law enforcement unit is any individual, office, department, or division of the school division that is authorized to enforce any local, state, or federal law, refer enforcement matters to appropriate authorities or maintain the physical security and safety of the school division;
- in the case of persons who are employed by the Tazewell School Board but who are not in attendance at a school in the division, records made and maintained in the normal course of business which relate exclusively to the person in the person's capacity as an employee;
- records created or received after an individual is no longer in attendance and that are not directly related to the individual's attendance as a student;
- grades on peer-graded papers before they are collected and recorded by a teacher;
- any electronic information, such as email, even if it contains personally identifiable information regarding a student, unless a printed copy of the electronic information is placed in the student's file or is stored electronically under an individual student's name on a permanent and secure basis for the purpose of being maintained as an educational record. For purposes of this policy, electronic information that exists on a back-up server, a temporary archiving system, or on a temporary basis on a computer is not an education record and is not considered as being maintained; and

- if the student or student's parent participates in the Address Confidentiality Program pursuant to Va. Code § 2.2-515.2, the student's street address or route number is not part of the student's educational records.

  Electronic communications via emails or facsimiles regarding any matter associated with a child with disabilities, including matters related to Individualized Education Plan (IEP) meetings, disciplinary actions, or service delivery, are part of the child's educational record.

Eligible student - a student who has reached age 18.

Parent - a parent of a student, including a natural parent, a guardian, or an individual acting as a parent in the absence of a parent or guardian.

Student - any person who is or has been in attendance at Tazewell County Public Schools regarding whom the school division maintains education records or personally identifiable information.

Dissemination and Maintenance of Records About Court Proceedings

Adjudications of Delinquency and Notifications of Other Dispositions

The superintendent or superintendent's designee shall disseminate the notice or information regarding an adjudication of delinquency or conviction for an offense listed in Va. Code § 16.1-260.G. contained in a notice received pursuant to Va. Code § 16.1-305.1 to school personnel responsible for the management of student records and to other relevant school personnel, including, but not limited to, the principal of the school in which the student is enrolled. The principal shall further disseminate such information to licensed instructional personnel and other school personnel who (1) provide direct educational and support services to the student and (2) have a legitimate educational interest in such information.

A parent, guardian, or other person having control or charge of a student, and, with consent of a parent or in compliance with a court order, the court in which the disposition was rendered, shall be notified in writing of any disciplinary action taken with regard to any incident upon which the adjudication of delinquency or conviction for an offense listed in subsection G of Va. Code § 16.1-260 was based and the reasons therefor. The parent or guardian shall also be notified of the parent's right to review, and to request an amendment of, the student's scholastic record.

Every notice of adjudication of delinquency or conviction for an offense listed in subsection G of Va. Code § 16.1-260 received by the superintendent, and information contained in the notice, which is not a disciplinary record as defined in Board of Education regulations, shall be maintained by the superintendent and by any others to whom the superintendent disseminates it, separately from all other records concerning the student. However, if the school administrators or the School Board takes disciplinary

action against a student based upon an incident which formed the basis for the adjudication of delinquency or conviction for an offense listed in subsection G of Va. Code § 16.1-260, the notice shall become a part of the student's disciplinary record.

If the child is not enrolled in the division when notification is received pursuant to Va. Code § 16.1-305.1, the superintendent forwards to notification to the superintendent of the school division where the child is enrolled or where the child intends to enroll, as evidenced by the division's receipt of a request from another division for the child's scholastic record.

Any notice of disposition received pursuant to Va. Code § 16.1-305.1 shall not be retained after the student has been awarded a diploma or a certificate as provided in Va. Code § 22.1-253.13:4.

Petitions and Reports

The superintendent shall not disclose information contained in or derived from a notice of petition received pursuant to Va. Code § 16.1-260 or report received pursuant to Va. Code § 66-25.2:1 except as follows:

- If the juvenile is not enrolled as a student in a public school in the division to which the notice or report was given, the superintendent shall promptly so notify the intake officer of the juvenile court in which the petition was filed or the Director of the Department which sent the report and may forward the notice of petition or report to the superintendent of the division in which the juvenile is enrolled, if known.
- Prior to receipt of the notice of disposition in accordance with Va. Code § 16.1-305.1 the superintendent may disclose the fact of the filing of the petition and the nature of the offense to the principal of the school in which the student is enrolled if the superintendent believes that disclosure to school personnel is necessary to ensure the physical safety of the student, other students, or school personnel within the division. The principal may further disseminate the information regarding a petition, after the student has been taken into custody, whether or not the child has been released, only to those students and school personnel having direct contact with the student and need of the information to ensure physical safety or the appropriate educational placement or other educational services.
- If the superintendent believes that disclosure of information regarding a report received pursuant to Va. Code § 66-25.2:1 to school personnel is necessary to ensure the physical safety of the student, other students, or school personnel, the superintendent may disclose the information to the principal of the school in which the student is enrolled. The principal may further disseminate the information regarding such report only to school personnel as necessary to protect the student, the subject or subjects of the danger, other students, or school personnel.

Protective Orders and Orders Prohibiting Contact with a Child

Any school principal who receives notice that a circuit court, general district court, juvenile and domestic relations district court, or magistrate has issued a protective order for the protection of any child who is enrolled at the school, or any other order prohibiting contact with such a child, notifies licensed instructional personnel and other school personnel who (i) provide direct educational or support services to the protected child or the child subject to the order, (ii) have a legitimate educational interest in such information, and (iii) are responsible for the direct supervision of the protected child or the child subject to the order that such order has been issued.

Notifications

Annual FERPA Notification

The school division annually notifies parents and eligible students of their rights under the Family Educational Rights and Privacy Act (FERPA) including

- the right to inspect and review the student's education records and the procedure for exercising this right;
- the right to request amendment of the student's education records that the parent believes to be inaccurate, misleading or in violation of the student's privacy rights and the procedure for exercising this right;
- the right to consent to disclosures of personally identifiable information contained in the student's education records, except to the extent that FERPA authorizes disclosure without consent;
- the type of information designated as directory information, if any, and the right to opt out of release of directory information;
- that the school division releases records to other institutions that have requested the records and in which the student seeks or intends to enroll or is already enrolled so long as the disclosure is for purposes related to the student's enrollment or transfer;
- the right to opt out of the release of the student's name, address, and phone number to military recruiters or institutions of higher education that request such information;
- a specification of the criteria for determining who constitutes a school official and what constitutes a legitimate educational interest; and
- the right to file complaints with the Office of the Chief Privacy Officer in the United States Department of Education concerning the school division's alleged failure to comply with FERPA.

Notification Regarding Special Education Records

After a child with a disability graduates, ages out of, or otherwise leaves any public school, the school retains the special education records of the child for at least seven years. The school notifies the parents of each such child of the opportunity to obtain such records during the retention period.

Procedure to Inspect Education Records

Parents of students or eligible students may inspect and review the student's education records within a reasonable period of time, which shall not exceed 45 days, and before any meeting regarding an IEP or hearing involving a student with a disability. Further, parents have the right to a response from the school division to reasonable requests for explanations and interpretations of the education record.

Parents or eligible students should submit to the student's school principal a written request which identifies as precisely as possible the record or records the parent wishes to inspect.

The principal (or appropriate school official) will make the needed arrangements for access as promptly as possible and notify the parent or eligible student of the time and place where the records may be inspected.

When a record contains information about students other than a parent's child or the eligible student, the parent or eligible student may not inspect and review the portion of the record which pertains to other students.

Copies of Education Records

The Tazewell County Public Schools will not provide a parent or eligible student a copy of the student's education record unless failure to do so would effectively prevent the parent or eligible student from exercising the right to inspect and review the records.

Fees for Copies of Records

Fees for copies are charged in accordance with state and federal law and regulations, including the Virginia Freedom of Information Act and FERPA.

Types, Locations, and Custodians of Education Records

The Tazewell County Public Schools shall provide parents on request a list of the types and locations of education records collected, maintained, or used by the school division.

The following is a list of the types of records that the Tazewell County Public Schools maintain, their locations, and their custodians.

A. Information required to be collected for all students:
   1. Name and address of students
   2. Birth date and birth certificate serial number
   3. Name and address of parent
   4. Scholastic work completed
   5. Grades and Grade Point Average

6. Class rank
7. Standardized achievement/aptitude test scores; literacy results; required by state or county
8. Attendance record
9. Certificate of Immunizations
10. Record data disclosure form
11. Program of studies plan (class schedule)
12. Type of diploma earned
13. Disciplinary Record
14. Parental Notification Form (re: Literacy Testing Program)
15. Student I.D. or Social Security Number (or waiver form)
16. Driver's Education certificate
17. Citizenship status, if other than U.S.
18. Cumulative health record, including pre-school physical examination report and school entrance examination report
19. Notice of School Status
20. Signed "Statement of Acknowledgment of the Code of Student Conduct"

B. Information shall be collected for certain students requiring differentiated programs and /or special services such as special education and Section 504 and shall be maintained in the student's education record. The following information shall be collected for these students:

1. Social histories
2. Legal, psychological, and medical reports
3. Records of sensitive physical problems
4. Verified reports of serious or recurrent atypical behavior patterns
5. Reports from institutions and agencies such as juvenile court, social welfare, etc.
6. Counselor or teacher case studies
7. Confidential interview and/or recommendations
8. Vocational assessment data
9. Disciplinary records (see policy 6-18-2004)
10. Notice of student's school status (expulsion statement required upon enrollment)
11. Reports of assessment – both initial and periodic, including:
    a. Educational assessment
    b. Physiological assessment, to include medical examination and assessment of speech, hearing, and vision
    c. Psychological assessment
    d. Sociocultural assessment, including the adaptive behavior checklist
    e. Other assessments
    f. Forms referring pupils to the Division of Instruction
12. Other pertinent report, including:
    a. Permission for testing
    b. Summary of eligibility committee findings
    c. Permission for placement

d. Record of parent conference to discuss special education placement
e. Record of placement committee recommendations for placement
f. Permission for release of information, if appropriate
g. Reports of annual review of placement
h. Reports of appeals, if appropriate

13. Individualized Education Program (IEP)
14. Student Education Plan

Redaction of Foster Parent Address

Notwithstanding any other provision of law to the contrary, upon written request of a foster parent of an enrolled student, a school board employee shall redact the address of the foster parent prior to providing to the student's parent any record containing such address.

Disclosure of Education Records

The Tazewell County Public Schools discloses education records or personally identifiable information contained therein only with the written consent of the parent or eligible student except as authorized by law. Exceptions which permit the school division to disclose education record information without consent include the following.

1. To school officials who have a legitimate educational interest in the records.

   A school official is:
   - a person employed by the School Board
   - a person appointed or elected to the School Board
   - a person employed by or under contract to the School Board to perform a special task, such as an attorney, auditor, medical consultant, or therapist
   - a contractor, consultant, volunteer, or other party to whom the school division has outsourced services or functions for which the school division would otherwise use employees and who is under the direct control of the school division with respect to the use and maintenance of education records

   A school official has a legitimate educational interest if the official is:
   - performing a task that is specified in the official’s position description or by a contract agreement
   - performing a task related to a student's education
   - performing a task related to the discipline of a student
   - providing a service or benefit relating to the student or student's family, such as health care, counseling, job placement, or financial aid
2. To officials of another school, school system, or institution of postsecondary education where the student seeks or intends to enroll or where the student is already enrolled so long as the disclosure is for purposes related to the student’s enrollment or transfer. When a pupil

transfers from one school division to another, the scholastic record or a copy of the scholastic record and a copy of the complete student disciplinary record, including copies of any relevant correspondence sent to the pupil or pupil's parent and copies of any correspondence and documentation relating to the pupil's placement in an alternative education program pursuant to Va. Code § 22.1-209.1:2 or Va. Code § 22.1-277.2:1, is transferred to the school division to which the pupil transfers if requested by such school division.

3. To certain officials of the U.S. Department of Education, the United States Attorney General, the Comptroller General, and state educational authorities, in connection with certain state or federally supported education programs and in accordance with applicable federal regulations.
4. In connection with a student's request for or receipt of financial aid as necessary to determine the eligibility, amount, or conditions of the financial aid, or to enforce the terms and conditions of the aid.
5. For the purpose of furthering the ability of the juvenile justice system to effectively serve the pupil prior to adjudication. The principal or principal's designee may disclose identifying information from a pupil's scholastic record to state or local law-enforcement or correctional personnel, including a law-enforcement officer, probation officer, parole officer or administrator, or a member of a parole board, seeking information in the course of the law-enforcement or correctional personnel's duties; an officer or employee of a county or city agency responsible for protective services to children, as to a pupil referred to that agency as a minor requiring investigation or supervision by that agency; attorneys for the Commonwealth, court services units, juvenile detention centers or group homes, mental and medical health agencies, state and local children and family service agencies, and the Department of Juvenile Justice and to the staff of such agencies. Prior to disclosure of any such scholastic records, the persons to whom the records are to be disclosed shall certify in writing to the principal or principal's designee that the information will not be disclosed to any other party, except as provided under state law, without the prior written consent of the parent of the pupil or by such pupil if the pupil is eighteen years of age or older.
6. To organizations conducting studies for, or on behalf of, educational agencies or institutions to develop, validate or administer predictive tests; administer student aid programs; or improve instruction. The studies must be conducted in a manner that does not permit personal identification of parents and students by individuals other than representatives of the organization that have legitimate interests in the information. The information must be destroyed when it is no longer needed for the purposes for which the study was conducted. The School Board must enter into a written agreement with the organization conducting the study which
   - specifies the purpose, scope, and duration of the study or studies and the information to be disclosed;

- requires the organization to use personally identifiable information from education records only to meet the purpose or purposes of the study stated in the written agreement;
- requires the organization to conduct the study in a manner that does not permit personal identification of parents and students by anyone other than representatives of the organization with legitimate interests; and
- requires the organization to destroy all personally identifiable information when the information is no longer needed for the purposes for which the study was conducted and specifies the time period in which the information must be destroyed.

7. To accrediting organizations to carry out their functions.
8. To parents of an eligible student who claim the student as a dependent for income tax purposes.
9. To the entities or persons designated in judicial orders or subpoenas as specified in FERPA.
10. To appropriate parties in connection with an emergency if knowledge of the information is necessary to protect the health or safety of the student or other individuals. If the school division releases information in connection with an emergency, it will record the following information:
    - the articulable and significant threat to the health or safety of a student or other individuals that formed the basis for the disclosure; and
    - the parties to whom the division disclosed the information.
11. To an agency caseworker or other representative of a state or local child welfare agency or tribal organization who has the right to access a student's case plan when such agency or organization is legally responsible for the care and protection of the student.
12. Directory information so designated by the school division, if any.
13. When the disclosure concerns sex offenders and other individuals required to register under section 170101 of the Violent Crime Control and Law Enforcement Act of 1994, 42 U.S.C. § 14071, and the information was provided to the division under 42 U.S.C. § 14071 and applicable federal guidelines.

The school division discloses or makes available to a guardian ad litem, on request, any information, records, or reports concerning a student for whom a petition for guardianship or conservatorship has been filed that the guardian ad litem determines are necessary to perform the guardian ad litem’s duties under Va. Code § 64.2-2003.

The school division will use reasonable methods to identify and authenticate the identity of parents, students, school officials, and any other parties to whom it discloses personally identifiable information from education records.

Unauthorized Disclosure of Electronic Records

In cases in which electronic records containing personally identifiable information are reasonably believed to have been disclosed in violation federal or state law applicable to such information, the school division shall notify, as soon as practicable, the parent of any student affected by such disclosure, except as otherwise provided in Va. Code §§ 32.1-127.1:05 or 18.2-186.6. Such notification shall include the (i) date, estimated date, or date range of the disclosure; (ii) type of information that was or is reasonably believed to have been disclosed; and (iii) remedial measures taken or planned in response to the disclosure.

Disclosure to Federal Agencies

Notwithstanding any other provision of law or policy, no member or employee of the Tazewell County School Board will transmit personally identifiable information, as that term is defined in FERPA and related regulations, from a student's record to a federal government agency or an authorized representative of such agency except as required by federal law or regulation.

Disclosure of Information Relating to Home Instructed Students

Neither the superintendent nor the School Board shall disclose to the Department of Education or any other person or entity outside of the local school division information that is provided by a parent or student to satisfy the requirements of Policy LBD Home Instruction or subdivision B 1 of Va. Code § 22.1-254. However, the superintendent or School Board may disclose, with the written consent of a student’s parent, such information to the extent provided by the parent’s consent. Nothing in this policy prohibits the superintendent from notifying the Superintendent of Public Instruction of the number of students in the school division receiving home instruction.

Audit or Evaluation of Education Programs

Authorized representatives of the Comptroller General of the United States, the Attorney General of the United States, the federal Secretary of Education, and state and local educational authorities may have access to education records in connection with an audit or evaluation of federal- or state- supported education programs, or for the enforcement of or compliance with federal legal requirements that relate to those programs.

Any authorized representative other than an employee must be designated by a written agreement which

- designates the individual or entity as an authorized representative;
- specifies the personally identifiable information to be disclosed, specifies that the purposes for which the personally identifiable information is disclosed to the authorized representative is to carry out an audit or evaluation of federal- or state-supported education programs, or to enforce or comply with federal legal requirements that relate to those programs; and specifies a description of the activity with sufficient

specificity to make clear that the work falls within the exception of 34 CFR § 99.31(a)(3) including a description of how the personally identifiable information will be used;
- requires the authorized representative to destroy personally identifiable information when the information is no longer needed for the purpose specified;
- specifies the time period in which the information must be destroyed; and
- establishes policies and procedures, consistent with FERPA and other federal and state confidentiality and privacy provisions, to protect personally identifiable information from further disclosure and unauthorized use, including limiting use of personally identifiable information to only authorized representatives with legitimate interests in the audit or evaluation of a federal- or state-supported education program or for compliance or enforcement of federal legal requirements related to such programs.

Military Recruiters and Institutions of Higher Learning

The Tazewell County Public Schools provides, on request made by military recruiters or an institution of higher education, access to secondary school students' names, addresses and telephone listings unless a parent or eligible student has submitted a written request that the student's name, address and telephone listing not be released without the prior written consent of the parent or eligible student. The school division notifies parents of the option to make a request and complies with any request.

The school division provides military recruiters the same access to secondary school students as is provided generally to post-secondary educational institutions or to prospective employers of those students.

Record of Disclosure

The Tazewell County Public Schools maintains a record, kept with the education records of each student, indicating all individuals (except school officials who have a legitimate educational interest in the records), agencies or organizations which request or obtain access to a student's education records. The record will indicate specifically the legitimate interest the party had in obtaining the information. The record of access will be available only to parents, to the school official and the official's assistants who are responsible for the custody of such records and to persons or organizations which audit the operation of the system.

The requirements related to records of disclosure stated above do not apply to disclosures made pursuant to an ex parte order issued by a court at the request of the United States Attorney General (or any federal officer or employee, in a position not lower than an Assistant Attorney General, designated by the Attorney General) seeking to collect education records relevant to an authorized investigation or prosecution of

international terrorism as defined in 18 U.S.C. § 2331 or other acts listed in 18 U.S.C. § 2332b(g)(5)(B).

Personal information will only be transferred to a third party on the condition that such party will not permit any other party to have access to such information without the written consent of the parents of the student. If a third party permits access to information, or fails to destroy information, the division will not permit access to information from education records to that third party for a period of at least five years.

Directory Information

The Tazewell County School Board notifies parents and eligible students at the beginning of each school year what information, if any, it has designated as directory information, the right to refuse to let the division designate any or all of such information as directory information, and the period of time to notify the division, in writing, that the parent or eligible student does not want any or all of those types of information designated as directory information. The notice may specify that disclosure of directory information will be limited to specific parties, for specific purposes, or both. If the School Board specifies that disclosure of directory information will be so limited, the disclosures of directory information will be limited to those specified in the public notice.

No school discloses the address, telephone number, or email address of a student pursuant to the Virginia Freedom of Information Act unless the parent or eligible student affirmatively consents in writing to such disclosure. Except as required by state or federal law, no school discloses the address, telephone number, or email address of a student pursuant to 34 C.F.R. § 99.31(a)(11) unless (a) the disclosure is to students enrolled in the school or to school board employees for educational purposes or school business and the parent or eligible student has not opted out of such disclosure in accordance with Virginia law and this policy or (b) the parent or eligible student has affirmatively consented in writing to such disclosure.

Parents and eligible students may not use the right to opt out of directory information disclosures to 1) prevent disclosure of the student's name, identifier or institutional email address in a class in which the student is enrolled; or 2) prevent an educational agency or institution from requiring the student to wear, to display publicly or to disclose a student ID card or badge that exhibits information designated as directory information and that has been properly designated as directory information.

Tazewell County School Board designates the following as directory information:

Directory information is information that is generally not considered harmful or an invasion of privacy if released. It can be disclosed to outside organizations without a parent's prior written consent. Outside organizations include, but are not limited to, companies that manufacture class rings or publish yearbooks. In addition, two federal laws require local educational agencies (LEAs) receiving assistance under the Elementary and Secondary Education Act of 1965 (ESEA) to provide military recruiters,

upon request, with three (3) directory information categories - - names, addresses and telephone listing - - unless the parent has advised the LEA that they do not want their child's information disclosed without their prior consent.

TAZEWELL COUNTY Public Schools will release directory information without prior written consent unless the parent or guardian or eligible student informs the principal in writing that any or all of the information designated below should not be released without prior consent.

- Student's name, address, date of birth, dates of enrollment, photograph
- Parent or guardian's name and address;
- Student's grade level classification;
- Student's participation in recognized school activities and sports;
- Student's diplomas, certificates, awards and honors received.

Correction of Education Records

The procedures for the amendment of records that a parent or eligible student believes to be inaccurate are as follows.

1. Parents or the eligible student must request in writing that the Tazewell County Public Schools amend a record. In so doing, they should identify the part of the record they want changed and specify why they believe it is inaccurate, misleading or in violation of the student's privacy or other rights.
2. Tazewell County Public Schools shall decide whether to amend the record in accordance with the request within a reasonable period of time. If it decides not to comply, the school division shall notify the parents or eligible student of the decision and advise them of their right to a hearing to challenge the information believed to be inaccurate, misleading or in violation of the student's rights.
3. Upon request, Tazewell County Public Schools shall arrange for a hearing, and notify the parents or eligible student, reasonably in advance, of the date, place and time of the hearing. The hearing shall be held within a reasonable period of time after the request.
4. The parent or eligible student may, at the parent's or student's own expense, be assisted or represented by one or more individuals of the parent's or student's own choice, including an attorney.
5. The hearing shall be conducted by a hearing officer who is a disinterested party; however, the hearing officer may be an official of the school division. The parents or eligible student shall be afforded a full and fair opportunity to present evidence relevant to the issues raised in the original request to amend the student's education records in accordance with FERPA.
6. Tazewell County Public Schools shall prepare a written decision which will include a summary of the evidence presented and the reasons for the decision within a reasonable period of time after the

hearing. The decision will be based solely on the evidence presented at the hearing.

7. If Tazewell County Public Schools decides that the information is inaccurate, misleading or in violation of the student's right of privacy, it shall amend (including expungement) the record and notify the parents or eligible student, in writing, that the record has been amended.
8. If Tazewell County Public Schools decides that the challenged information is not inaccurate, misleading or in violation of the student's right of privacy, it will notify the parents or eligible student that they have a right to place in the record a statement commenting on the challenged information and/or a statement setting forth reasons for disagreeing with the decision. The statement will be maintained as part of the student's education records as long as the contested portion is maintained and disclosed whenever the school division discloses the portion of the record to which the statement relates.

Confidentiality of HIV and Drug and Alcohol Treatment Records

The Tazewell County Public Schools complies with the confidentiality requirements of Va. Code § 32.1-36.1 providing for the confidentiality of records related to any test for Human Immunodeficiency Virus (HIV). In addition, the school division maintains confidentiality of drug and alcohol treatment records as required by federal and state law.

Adopted: July 14, 2025

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Legal Refs.: 18 U.S.C. §§ 2331, 2332b.
20 U.S.C. §§ 1232g, 7908.
42 U.S.C. § 290dd-2.

34 C.F.R. 99.3, 99.7, 99.10, 99.11, 99.20, 99.21, 99.22, 99.31, 99.32, 99.33, 99.34, 99.35, 99.36, 99.37, 300.617.

Code of Virginia, 1950, as amended, §§ 2.2-3704, 2.2-3705.4, 2.2-3804, 2.2-515.2, 16.1-260, 16.1-305.1, 16.1-305.2, 22.1-4.1, 22.1-23.3, 22.1-254.1, 22.1-279.3:2, 22.1-287, 22.1-287.01, 22.1-287.02, 22.1-287.1, 22.1-288, 22.1-288.1, 22.1-288.2, 22.1-288.3, 22.1-289, 23.1-405, 32.1-36.1, 64.2-2003.

8 VAC 20-81-170.

Cross Refs.: IGBA Programs for Students with Disabilities

| | |
|---|---|
| IJ | Guidance and Counseling Program |
| JC | School Attendance Areas |
| JEC | School Admission |
| JEC-R | School Admission |
| JECA | Admission of Homeless Children |
| JFC | Student Conduct |
| JGDA | Disciplining Students with Disabilities |
| JGD/JGE | Student Suspension/Expulsion |
| JHCB | Student Immunizations |
| JHCD | Administering Medicines to Students |
| JOA | Student Transcripts |
| JOD (Optional) | Release of Student Data/Records |
| JRCA | School Service Providers' Use of Student Personal Information |
| KBA | Requests for Public Records |
| KBA-R | Requests for Public Records |
| KBA-E | Rights & Responsibilities |
| KBC | Media Relations |
| KGD | Notification of School-Connected Student Overdose |
| KNB | Reports of Missing Children |
| KP | Parental Rights and Responsibilities |
| LBD | Home Instruction |
| LEB | Advanced/Alternative Courses for Credit |

# SCHOOL SERVICE PROVIDERS' USE OF STUDENT PERSONAL INFORMATION

## Definitions

For the purposes of this policy:

"Elementary and secondary school purposes" means purposes that (i) customarily take place at the direction of an elementary or secondary school, elementary or secondary school teacher, or school division; (ii) aid in the administration of school activities, including instruction in the classroom or at home; administrative activities; and collaboration between students, school personnel or parents; or (iii) are otherwise for the use and benefit of an elementary or secondary school.

"Machine-readable format" means a structured format that can automatically be read and processed by a computer such as comma-separated values (CSV), JavaScript Object Notation (JSON) or Extensible Markup Language (XML). "Machine-readable format" does not include portable document format (PDF).

"Personal profile" does not include account information that is collected and retained by a school service provider and remains under control of a student, parent or elementary or secondary school.

"School-affiliated entity" means any private entity that provides support to the school division or a public elementary or secondary school. "School-affiliated entity" includes alumni associations, booster clubs, parent-teacher associations, parent-teacher-student associations, parent-teacher organizations, public education foundations, public education funds and scholarship organizations.

"School-issued device" means any technological hardware or devices that a school board, acting independently or pursuant to a contract with a school technology provider, provides to individual students for their personal use on school property, at home, or both. "School-issued device" includes any laptop, tablet, or other technological device.

"School service" means a website, mobile application or online service that (i) is designed and marketed primarily for use in elementary or secondary schools; (ii) is used (a) at the direction of teachers or other employees at elementary or secondary schools or (b) by any school-affiliated entity; and (iii) collects and maintains, uses or shares student personal information. "School service" does not include a website, mobile application or online service that is (a) used for the purposes of college and career readiness assessment or (b) designed and marketed for use by individuals or entities generally, even if it is also marketed for use in elementary or secondary schools.

"School service provider" means an entity that operates a school service pursuant to a contract with the school division.

"School technology provider" means an entity that provides, pursuant to a contract with a school board in the Commonwealth, any technological hardware or devices intended for student use as school-issued devices.

"Student personal information" means information collected through a school service that identifies a currently or formerly enrolled individual student or is linked to information that identifies a currently or formerly enrolled individual student.

"Targeted advertising" means advertising that is presented to a student and selected on the basis of information obtained or inferred over time from such student's online behavior, use of applications, or sharing of student personal information. "Targeted advertising" does not include advertising (i) that is presented to a student at an online location (a) on the basis of such student's online behavior, use of applications or sharing of student personal information during the student's current visit to that online location or (b) in response to that student's request for information or feedback and (ii) for which a student's online activities or requests are not retained over time for the purpose of subsequent advertising.

Required Terms

The contract between a school service provider and the School Board requires that the school service provider or school technology provider shall or, in the case of any school or the School Board providing any school-issued devices independently, the school or School Board shall:

- provide clear and easy-to-understand information about the types of student personal information it collects through any school service or through providing any school-issued devices and how it maintains, uses or shares such student personal information;
- maintain a policy for the privacy of student personal information for each school service or each school-issued device and provide prominent notice before making material changes to its policy for the privacy of student personal information for the relevant school service or school-issued devices;
- maintain a comprehensive information security program that is reasonably designed to protect the security, privacy, confidentiality and integrity of student personal information and makes use of appropriate administrative, technological and physical safeguards;
- facilitate access to and correction of student personal information by each student whose student personal information has been collected, maintained, used or shared by the school service provider or school technology provider, or by such student's parent, either directly or through the student's school or teacher;
- collect, maintain, use and share student personal information only with the consent of the student or, if the student is less than 18 years of age, the student's parent or for the purposes authorized in the contract between the School Board and the school service provider or school technology provider;

- when it collects student personal information directly from the student, to obtain the consent of the student or, if the student is less than 18 years of age, the student's parent before using student personal information in a manner that is inconsistent with its policy for the privacy of student personal information for the relevant school service or school-issued device, and when it collects student personal information from an individual or entity other than the student, to obtain the consent of the school division before using student personal information in a manner that is inconsistent with its policy for the privacy of student personal information for the relevant school service or school-issued device;
- require any successor entity or third party with whom it contracts to abide by its policy for the privacy of student personal information and comprehensive information security program before accessing student personal information;
- require that, upon the request of the school or School Board, to delete student personal information within a reasonable period of time after such request unless the student or, if the student is less than 18 years of age, the student's parent consents to the maintenance of the student personal information by the school service provider;
- for any school-issued device that a student returns at the end of the school year or upon request of the school or school division and that shall subsequently be provided to another student, disposed of, donated, or otherwise transferred in ownership to any individual or entity other than the specific student to whom it was issued, delete any student personal information stored in the school-issued device within a reasonable time after such school-issued device is returned and prior to the subsequent provision of such school-issued device to any other student or other transfer in ownership of such school-issued device; and
- require that, upon request, providing, either directly to the student or the student's parent or through the school, access to an electronic copy of such student's personal information in a manner consistent with the functionality of the school service or school-issued device. Contracts the School Board and school service providers or school technology providers may require that such electronic copy be in a machine-readable format.

The contract will also prohibit the school service provider or school technology provider, or, in the case of a school or the School Board providing any school-issued devices independently, the school or School Board, from knowingly

- using or sharing any student personal information for the purpose of targeted advertising to students;
- using or sharing any student personal information to create a personal profile of a student other than for elementary and secondary school purposes authorized by the school division, with the consent of the student or, if the student is less than 18 years of age, the student's parent, or as otherwise authorized in the contract between the school division and the school service provider or school technology provider;
- selling student personal information except to the extent that such student personal information is sold to or acquired by a successor entity that purchases,

merges with or otherwise acquires the school service provider or school technology provider; or

- except as provided in Va. Code § 22.1-289.01(E)(4), using any school-issued device provided pursuant to any such contract, or granting the School Board or other entity with the ability to use any school-issued device, to access or monitor (i) location-tracking features; (ii) audio or visual receiving, transmitting, or recording features; or (iii) student interactions, unless such use (a) is limited to a noncommercial, educational, or instructional purpose, to the provision of technical support, or to exam proctoring by a school board employee or a third party pursuant to a contract with the school board and notice of such use is provided in advance or (b) is permitted under a judicial warrant or is necessary to comply with state or federal law..

Nothing in this policy shall be construed to prohibit school service providers or school technology providers or, in the case of any school or the School Board providing any school-issued devices independently, the School Board or school from:

- using student personal information for purposes of adaptive learning, personalized learning or customized education;
- using student personal information for maintaining, developing, supporting, improving or diagnosing any school service;
- providing recommendations for employment, school, educational or other learning purposes within a school service when such recommendation is not determined in whole or in part by payment or other consideration from a third party;
- disclosing student personal information to (i) ensure legal or regulatory compliance, (ii) protect against liability or (iii) protect the security or integrity of its school service; or
- disclosing student personal information pursuant to a contract with a service provider, provided that the school service provider, school technology provider, School Board, or school (i) contractually prohibits the service provider from using any student personal information for any purpose other than providing the contracted service to or on behalf of the school service provider, school technology provider, school board or school, (ii) contractually prohibits the service provider from disclosing any student personal information provided by the school service provider, or school technology provider, school board, or school to any third party unless such disclosure is permitted by Va. Code § 22.1-289.01(B)(7) and (iii) requires the service provider to comply with the requirements set forth Va. Code § 22.1-289.01(B) and the prohibitions set forth in Va. Code § 22.1-289.01(C).

Nothing in this policy shall be construed to:

- impose a duty upon a provider of an electronic store, gateway, marketplace, forum or means for purchasing or downloading software or applications to review or enforce compliance with this policy with regard to any school service provider whose school service is available for purchase or download on such electronic store, gateway, marketplace, forum or means;

- impose liability on an interactive computer service, as that term is defined in 47 U.S.C. § 230(f), for content provided by another individual;
- prohibit any student from downloading, exporting, transferring, saving or maintaining the student's personal information, data or documents; or
- Prohibit the School Board from requesting or prohibit any provider from granting the School Board access to or the ability to monitor school-issued devices to ensure compliance with a school code of conduct or otherwise limit the ability of the School Board to use software filters to monitor school-issued devices for certain safety threats, self-harm prevention, or other risk indicators.

Adopted: July 14, 2025

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Legal Refs.: Code of Virginia, 1950, as amended, § 22.1-289.01.

| | | |
|---|---|---|
| Cross Refs.: | ET | Educational Technology Foundation and Public School Foundations |
| | GAB/IIBEA | Acceptable Computer System Use |
| | JFC | Student Conduct |
| | JFCM | Student Cell Phone and Smart Device Possession and Use |
| | JO | Student Records |
| | KMA | Relations with Parent Organizations |

# REQUESTS FOR PUBLIC RECORDS

Tazewell County School Board complies with the Virginia Freedom of Information Act (FOIA). Except as otherwise specifically provided by law, all public records are open to citizens of the Commonwealth, representatives of newspapers and magazines with circulation in the Commonwealth and representatives of radio and television stations broadcasting in or into the Commonwealth during the regular office hours of the custodian of such records. All requests for information are processed in accordance with KBA-R Requests for Public Records.

## FOIA Officer

The name(s) and contact information for the person(s) Tazewell County School Board has designated as its FOIA Officer(s) is listed in regulation KBA-R Requests for Public Records and posted at the School Board office and on the division's website. The FOIA Officer(s) serve(s) as a point of contact for members of the public in requesting public records and coordinate(s) the School Board's compliance with FOIA.

## FOIA Officer Training

The FOIA officer(s) receive(s) training from the School Board's legal counsel or the Virginia Freedom of Information Advisory Council (FOIA Council) or through an online course offered or approved by the FOIA Council. The FOIA Officer completes such training within a reasonable time period when first designated as the FOIA Officer and at least once during each consecutive period of two calendar years calculated from the date they last completed a training a session. Any School Board legal counsel who is also designated as the School Board's FOIA officer must complete a training session or online course offered or approved by the FOIA Council.

Adopted: July 14, 2025

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Legal Ref.: Code of Virginia, 1950, as amended, §§ 2.2-3704, 2.2-3704.2.

Cross Ref.:
- KBA-E Rights and Responsibilities
- KBA-R Requests for Public Records

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# NOTIFICATION OF SCHOOL-CONNECTED STUDENT OVERDOSE

## Definitions

As used in this policy,

"Overdose" means a life-threatening condition resulting from the consumption or use of a controlled substance.

"School-connected student overdose" means any overdose of a student enrolled in a school in the division that occurs (i) on the premises of such school during regular school hours or (ii) during school-sanctioned activities whether on or off the premises of such school.

"Suspected school-connected student overdose" means a school-connected student overdose that is believed to have occurred and for which the response is the administration of naloxone, another opioid antagonist, or another similar medication with the intent to counter or temporarily reverse the effects of such overdose.

## Parent Notification

Through the regular method of communication used for schoolwide notifications and within 24 hours of the earlier of (i) law enforcement or medical personnel confirming a school-connected student overdose or (ii) the school principal having knowledge of a suspected school-connected student overdose, the school principal or principal's designee notifies the parent of each student enrolled in the relevant school of such school-connected student overdose or suspected school-connected overdose.

The notification includes information, to the extent it is known at the time of the notification, about the name or any identifiable features of the controlled substance and whether the confirmed or suspected overdose occurred on school premises during regular school hours or during school-sanctioned activities whether on or off school premises.

If any inaccuracies of the initial notification are subsequently discovered, the principal or principal's designee provides an updated notification to the parent of each student in the relevant school to correct any such inaccuracies.

## Privacy

The Tazewell County School Board, Superintendent, principals, school administrators, and employees will take reasonable steps to protect the privacy and dignity of individuals involved in any confirmed or suspected school-connected student overdose.

Any notification provided in accordance with this policy will ensure sensitivity to the privacy interests of affected individuals and compliance with any applicable law, rules, or regulations relating to the disclosure and protection of a student's personal, confidential, or otherwise sensitive information, including compliance with the federal Family Educational Rights and Privacy Act (FERPA) and related regulations.

Adopted: July 14, 2025

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Legal Ref: 20 U.S.C. § 1232g.

Code of Virginia, § 22.1-272.1:1.

| Cross Refs: | | |
|---|---|---|
| | EB | School Crisis, Emergency Management, and Medical Emergency Response Plan |
| | EBBA | Emergency First Aid, CPR and AED Certified Personnel |
| | EBBC | Opioid Antagonists |
| | GBEA | Unlawful Manufacture, Distribution, Dispensing, Possession or Use of a Controlled Substance |
| | IGAG | Teaching About Drugs, Alcohol and Tobacco |
| | JHCD | Administering Medicines to Students |
| | JO | Student Records |
| | KP | Parental Rights and Responsibilities |

# COMMERCIAL, PROMOTIONAL AND CORPORATE SPONSORSHIPS AND PARTNERSHIPS

## Generally

The Tazewell County School Board recognizes that corporate and other private sponsorship of programs and activities related to education can provide valuable enhancement of the educational program offered by the Board. For that reason, the Tazewell County School Board may enter into commercial, promotional and corporate sponsorship and partnership arrangements under certain conditions.

## Definitions

An “educational partnership” is a mutually beneficial, co-operative relationship in which partners share values, objectives and/or human or financial resources to enhance learning for students.

An “educational sponsorship” is an arrangement pursuant to which the sponsor provides money, price reductions, equipment, materials, services or other benefits in exchange for recognition of its products or entity for a specified period of time.

## Authority to Enter into Agreements

On behalf of the School Board, principals may enter into sponsorships and partnerships for their schools when the sponsorship or partnership does not extend beyond a single school year or exceed $5,000 in value to the school.

On behalf of the School Board, the superintendent may enter into sponsorships and partnerships which will benefit more than one school or the division as a whole. The superintendent may also enter into sponsorships and partnerships when the sponsorship or partnership extends beyond a single school year or exceeds $5,000 in value.

The School Board may create a Sponsorship Review Committee to approve any sponsorship or partnership which the Board determines should be considered by the Committee. The School Board shall establish criteria identifying proposed sponsorships and partnerships which must be approved by the Committee rather than by a principal or the superintendent. If the Committee’s decision regarding the proposed sponsorship or partnership is not unanimous, the decision may be appealed to the School Board by either the potential sponsor or partner or by a member of the Sponsorship Review Committee.

## Requirements

Any agreement to enter into an educational sponsorship or educational partnership will be in writing.

The written agreement shall include:

- A statement of the educational purpose for the relationship.

- A statement that the School Board has the right to terminate the agreement without penalty if it determines that the agreement is having an adverse impact on the educational experience of students.
- A statement that if an agreement is terminated because of an adverse impact on the educational experience of students, no other agreement for an educational partnership or sponsorship will be entered into between the School Board and the partner or sponsor whose agreement has been terminated for a specified period of time.
- A statement detailing the specific benefits to the school or school division from the agreement.
- A statement clearly defining the roles, expectations, rights, and responsibilities of all parties to the agreement. This statement shall include a statement of whether the agreement permits the sponsor or partner to advertise in connection with the agreement and, if so, the extent of such advertising.
- A statement clearly defining whether the agreement creates any exclusive rights for the sponsor or partner and, if such rights are created, clearly defining those rights. If no exclusive rights are created, the agreement shall include a statement that the existence of the sponsorship or partnership will not limit the discretion of the School Board or its personnel in the use of sponsored or nonsponsored materials.
- The duration of the agreement.
- A statement that the school or School Board retains the exclusive right to authorize the use of its name, logo, or other similar information.
- A statement that the school or School Board must approve its identification as a partner or co-sponsor in all publicity materials.
- A statement of the monetary value to be received by the school or school division pursuant to the agreement.
- A statement defining how the benefits arising from agreement will be distributed.
- A statement of the basis on which students will be permitted to participate in the program or otherwise benefit from the agreement.
- A statement that the sponsor or partner assumes the responsibility for obtaining the consent of any student or School Board employee whose likeness may appear in any materials disseminated by the partner or sponsor.
- A statement disclosing any relationship between the sponsor or partner, or any of its employees or major stockholders, and any student, School Board employee, School Board member, or the superintendent.
- A statement that all partnerships and sponsorships will be consistent with all federal and state laws, local ordinances, school division policies and regulations, and all preexisting School Board contracts. If the terms of the partnership or sponsorship agreement establish that the employees, contractors or others acting on behalf of the partner or sponsor will have direct contact with students on school property during regular school hours or during school-sponsored activities, the sponsor or partner must certify

that all such persons have not been convicted of any offense involving the sexual molestation or physical or sexual abuse or rape of a child, or the solicitation of any such offense.

- A statement that all partnerships and sponsorships will be consistent with all federal and state laws, local ordinances, school division policies and regulations, and all preexisting School Board contracts. If the terms of the partnership or sponsorship agreement establish that the employees, contractors or others acting on behalf of the partner or sponsor will have direct contact with students on school property during regular school hours or during school-sponsored activities, the sponsor or partner must certify that all such persons have not been convicted of any violent felony or crime of moral turpitude set forth in the definition of barrier crime in subsection A of Va. Code § 19.2-392.02; or, if applicable, states that such an individual was convicted of a violent felony or crime of moral turpitude; however, (i) such conviction did not involve the sexual molestation, physical or sexual abuse, or rape of a child, or the solicitation of any such offense; (ii) such an individual (a) has had their civil rights restored by the Governor; (b) has completed all terms of supervision and has been released from supervision for more than 20 years; (c) is, in the opinion of the school board, of upstanding character; and (d) has demonstrated commitment to public or community service and rehabilitation after completing all terms of supervision; and (iii) the school board certifies in writing that such an individual meets the requirements set forth herein and in accordance with Va. Code § 22.1-296.1(F)(2) and Policy DJF Purchasing Procedures.
- A statement that if the terms of the partnership or sponsorship agreement establish that the employees, contractors, or others acting on behalf of the partner or sponsor will have direct contact with students on school property during regular school hours or during school-sponsored activities, the individuals acting on behalf of the partner or sponsor may have been convicted of any felony or crime of moral turpitude that is not set forth in the definition of barrier crime in subsection A of Va. Code § 19.2-392.02 and does not involve the sexual molestation, physical or sexual abuse, or rape of a child, or the solicitation of any such offense, provided that in the case of a felony conviction, the individual's civil rights have been restored by the Governor.
- A statement that no partnership or sponsorship shall exploit any student or School Board employee.
- A statement that no sponsor or partner shall be permitted to collect personal information, including names, addresses or telephone numbers of students or School Board employees because of the partnership or sponsorship.
- A statement that any curriculum materials provided pursuant to the agreement will be held to the same standards as other curriculum materials.

- A statement that any participation by any student or School Board employee in any activity established pursuant to the agreement will be purely voluntary. If a student or School Board employee wants to participate in any sponsored or partnered activity but objects to using the materials provided by the sponsor or partner, the sponsor or partner must supply substantially similar materials to which the student does not object for that student to use in the activity. If a student objects to using materials provided by the sponsor or partner, the School Board employee in charge of the activity shall provide for a means by which the student's objections are made known to other students involved in the activity and by which those objections are discussed in an educational manner.

Prohibitions

No agreement shall be entered into if the sponsorship or partnership involves or gives the appearance of involving any activity which could result in the following:

- promotion of hostility or violence;
- an attack on ethnic, racial, or religious groups;
- discrimination prohibited by any law or School Board policy;
- promotion of the use of drugs, alcohol, tobacco products, nicotine vapor products, or firearms;
- promotion of sexual, obscene or pornographic activities; or
- promotion of any image that is not in keeping with the established goals and purposes of the School Board.

Adopted: July 14, 2025

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Legal Refs.: Code of Virginia, 1950, as amended, §§ 22.1-79.5, 22.1-89.4, 22.1-296.1.

Cross Refs.:

| | |
|---|---|
| DJF | Purchasing Procedures |
| DJG | Vendor Relations |
| DO | Non-Locally Funded Programs |
| IIAA | Textbook Selection, Adoption, and Purchase |
| IIAB | Supplementary Materials Selection and Adoption |
| IICB/IICC | Community Resource Persons/School Volunteers |
| JFCB | Sportsmanship, Ethics and Integrity |
| JHCF | Student Wellness |
| JL | Fund Raising and Solicitation |
| KA | Goals for School-Community Relations |
| KH | Public Gifts to the School |
| KLB | Public Complaints about Learning Resources |

# HOME INSTRUCTION

## Generally

The Tazewell County School Board recognizes that when the requirements of Va. Code § 22.1-254.1 are complied with instruction of children by their parents is an acceptable alternative form of education under the policy of the Commonwealth of Virginia. Any parent of any child who is five years or older on or before September 30 of any school year and which child is not yet eighteen years old may elect to provide home instruction in lieu of school attendance if the parent:

- holds a high school diploma;
- is a teacher of qualifications prescribed by the Board of Education;
- provides the child with a program of study or curriculum which may be delivered through a correspondence course or distance learning program or in any other manner; or
- provides evidence that the parent is able to provide an adequate education for the child.

## Definition

For purposes of this policy, "parent" means any parent, guardian, legal custodian or other person having control or charge of a child.

## Notification by Parents

Any parent who elects to provide home instruction in lieu of school attendance shall annually notify the superintendent no later than August 15 of the parent's intention to so instruct the child and provide a description of the curriculum, limited to a list of subjects to be studied during the coming year and evidence of having met one of the criteria for providing home instruction. Any parent who moves into a school division or begins home instruction after the school year has begun shall notify the superintendent of the parent's intention to provide home instruction as soon as practicable and shall comply with the requirements of this policy within thirty days of such notice. The superintendent shall notify the Superintendent of Public Instruction of the number of students in the school division receiving home instruction.

## Evidence of Progress

A parent who elects to provide home instruction to a child who is over the age of six as of September 30 of the school year shall provide the superintendent by August 1 following the school year in which the child has received home instruction with either (i) evidence that the child has attained a composite score in or above the fourth stanine any nationally normed standardized achievement test or an equivalent score on the ACT, SAT or PSAT test or (ii) an evaluation or assessment that the superintendent determines to indicate that the child is achieving an adequate level of educational growth and progress, including: (a) an evaluation letter from a person licensed to teach

in any state, or a person with a master's degree or higher in an academic discipline, having knowledge of the child's academic progress, stating that the child is achieving an adequate level of educational growth and progress; or (b) a report card or transcript from a community college or college, college distance learning program or home-education correspondence school.

In the event that evidence of progress as required in this subsection is not provided by the parent, the home instruction program for that child may be placed on probation for one year. Parents shall file with the superintendent evidence of their ability to provide an adequate education for their child and a remediation plan for the probationary year which indicates their program is designed to address any educational deficiency. Upon acceptance of such evidence and plan by the superintendent, the home instruction may continue for one probationary year. If the remediation plan and evidence are not accepted or the required evidence of progress is not provided by August 1 following the probationary year, home instruction shall cease and the parent shall make other arrangements for the education of the child which comply with Va. Code § 22.1-254.

Immunizations

Any parent, guardian or other person having control or charge of a child being home instructed, exempted or excused from school attendance shall comply with the immunization requirements provided in Va. Code § 32.1-46 in the same manner and to the same extent as if the child has been enrolled in and is attending school.

Upon request by the superintendent, the parent shall submit to the superintendent documentary proof of immunization in compliance with Va. Code § 32.1-46.

No proof of immunization shall be required of any child upon submission of (i) an affidavit to the superintendent stating that the administration of immunizing agents conflicts with the parent's or guardian's religious tenets or practices or (ii) a written certification from a licensed physician, physician assistant, licensed advanced practice registered nurse, or local health department that one or more of the required immunizations may be detrimental to the child's health, indicating the specific nature of the medical condition or circumstance that contraindicates immunization.

Notification to Parents

Advanced Placement (AP), Preliminary SAT/National Merit Scholarship Qualifying Test (PSAT/NMSQT) and PreACT examinations are available to students receiving home instruction pursuant to Va. Code § 22.1-254.1. The superintendent establishes a schedule identifying the dates by which students receiving home instruction must register to participate in such examinations. The superintendent notifies students receiving home instruction and their parents of the registration deadlines and

the availability of financial assistance to low-income and needy students to take such examinations.

Disclosure of Information provided under Va. Code § 22.1-254(B)(1)

Notwithstanding any other applicable federal and state laws regarding disclosure of information, neither the superintendent nor the School Board shall disclose to the Department of Education or any other person or entity outside of the local school division information that is provided by a parent or student to satisfy the requirements of this policy or subdivision B 1 of Va. Code § 22.1-254. However, the superintendent or School Board may disclose, with the written consent of a student's parent, such information that was provided to satisfy the requirements of subdivision B 1 of Va. Code § 22.1-254, to the extent provided by the parent's consent.. Nothing in this policy prohibits the superintendent from notifying the Superintendent of Public Instruction of the number of students in the school division receiving home instruction.

JROTC MEMBERSHIP FOR HOMESCHOOLED STUDENTS

Homeschooled students who reside in the division and who are otherwise eligible for membership in a Junior Reserve Officers' Training Corp (JROTC) unit maintained by a secondary school but for their lack of enrollment in the division are permitted to be members of the unit.

Homeschooled students who are members in a division JROTC unit is required to conduct themselves in a manner consistent with established standards for student behavior and must comply with behavioral, disciplinary, attendance and other policies and rules applicable to all students, including rules governing the use of the division's computer systems. If a student fails to comply, the school may withhold credit and/or terminate the student's participation in addition to taking any disciplinary action that would be taken against a full-time student for similar conduct.

Adopted: July 14, 2025

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Legal Refs.: 10 U.S.C. § 2031.

Code of Virginia, 1950, as amended, §§ 22.1-1, 22.1-254, 22.1-254.1, 22.1-271.4, 32.1-46, 54.1-2952.2.

| Cross Ref.: | | |
|---|---|---|
| | IIBEA | Acceptable Computer System Use |
| | JEA | Compulsory Attendance |
| | JECB | Admission of Nonpublic Students for Part-Time Enrollment |
| | JEG | Exclusions for Exemptions from School Attendance |
| | JHCB | Student Immunizations |
| | JFC | Student Conduct |
| | JO | Student Records |

# CHARTER SCHOOLS

## Purpose

In order to:

1. stimulate the development of innovative programs within public education;
2. provide opportunities for innovative instruction and assessment;
3. provide parents and students with more options within their school divisions;
4. provide teachers with a vehicle for establishing schools with alternative innovative instruction and school scheduling, management and structure;
5. encourage the use of performance-based educational programs;
6. establish high standards for both teachers and administrators; and
7. develop models for replication in other public schools,

the Tazewell County School Board receives and considers applications for the establishment of charter schools.

## Definition of Charter School

A charter school is a public, nonreligious or non-home-based alternative school located within the Tazewell County School Division or operated jointly by multiple school divisions. A charter school may be created as a new school or by converting all or part of an existing public school. Conversions of private schools or home-based programs are not permitted. A charter school for at-risk pupils may be established as a residential school.

In establishing public charter schools within the division, the School Board gives priority to public charter school applications designed to increase the educational opportunities of at-risk students. At least one half of the public charter schools in the division must be designed for at-risk students. However, conversions of existing public schools into public charter schools that serve the same community as the existing public school do not count in the determination of school division compliance with the one-half requirement.

Enrollment in a charter school is open to any child who resides within the school division or, in the case of a regional public charter school, within any of the relevant school divisions, through a lottery process on a space-available basis*,* except that in the case of the conversion of an existing public school, students who attend the school and the siblings of such students are given the opportunity to enroll in advance of the lottery process. Students eligible to enroll in the school division pursuant to Va. Code § 22.1-3.B because they are the children of military personnel on active military duty who will reside in the division may participate in the lottery process for charter schools in the division at the same time and in the same manner as students who reside in the division.

Public charter schools are subject to all federal laws and authorities as set forth in law and the charter contract. Public charter schools are subject to the same civil rights, health and safety requirements applicable to other public schools in the Commonwealth, except as otherwise provided by law.

Public charter schools are subject to the student assessment and accountability requirements applicable to other public schools. Nothing precludes a public charter school from establishing additional student assessment measures that go beyond state requirements if the School Board approves such measures.

Management committees of public charter schools are subject to and shall comply with the Virginia Freedom of Information Act (§ 2.2-3700 et seq.).

No public charter school shall discriminate against any individual on the basis of disability, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, ancestry, or need for special education services or any other unlawful basis, and each public charter school shall be subject to any court-ordered desegregation plan in effect for the school division.

No public charter school shall discriminate against any student on the basis of limited proficiency in English and each public charter school shall provide students who have limited proficiency in English with appropriate services designed to teach such students English and the general curriculum, consistent with federal civil rights laws.

No public charter school shall engage in any sectarian practices in its educational program, admissions or employment policies or operations.

Application Process

Any person, group or organization, including any institution of higher education, may submit an application for the formation of a public charter school to the Tazewell County School Board. A complete application includes the applicant's Virginia Public Charter School Application package submitted to the Board of Education, the result of the Board of Education's review of the application and the Charter School Application Addendum (LC-E [School Division] Charter School Application Addendum). Prior to submitting a charter school application to the School Board, a public charter school applicant shall submit its proposed charter application to the Board of Education for review and comment and a determination as to whether the application meets the approval criteria developed by the Board of Education. Charter School applications initiated by the Tazewell County School Board must conform to the Virginia Public Charter School Application. However, such applications are not required to receive Board of Education review and comment prior to action by the School Board.

The Board of Education examines all applications, other than those initiated by the School Board, for feasibility, curriculum, financial soundness and other objective criteria it may establish, consistent with existing state law. The Board of Education's review and comment is for the purpose of ensuring that the application conforms with

such criteria. The school division may work with a charter school applicant before the application is submitted to the Board of Education for review and recommendation.

All public charter school applicants, other than those initiated by the School Board, must also complete the application addendum in the format provided in Exhibit LC-E [School Division] Charter School Application Addendum. The School Board will establish a review team to evaluate new charter school applications and application renewals of charter school contracts. The review team will also advise the School Board in any situation when revocation of a charter school contract is under consideration. The review team shall work cooperatively with applicants for charter schools. When an application is incomplete, the review team shall request the necessary information; an incomplete application is not grounds for denying a charter. However, if the applicant does not provide the necessary information within the timeframe established below then the application may be denied.

The review team shall:

- recommend to the School Board appropriate criteria for reviewing charter school applications;
- evaluate all charter school applications based on the review criteria adopted by the School Board;
- recommend one of the following options to the School Board for each application: approve, reject, place on a waiting list or return with suggestions for improvement;
- monitor charter school progress; and
- make recommendations for revocation, renewal or non-renewal of charter contracts.

The Tazewell County School Board establishes the following procedures for receiving, reviewing, and ruling on new charter school applications and applications for renewal of charter school applications:

A. Establishment of a Staff Review Committee

Prior to consideration by the Tazewell County School Board, a staff review committee shall examine all charter school applications. The review committee will be chaired by the Deputy Superintendent and will include all directors. The applicant may request technical assistance from the staff review committee and/or the Virginia Department of Education during development, review, and/or reconsideration of its application.

B. Review of Charter Application

1. The staff review committee will evaluate the charter school application according to the criteria attached as an appendix to this regulation.

2. The staff review committee will make copies of the application available as needed for review and written comment by employee organizations, parent-teacher associations, and any other interested persons.

3. After reviewing an application, the staff review committee may schedule an interview with the applicant. To the extent practicable, any such interview shall be held at least 30 days prior to the final application deadline.

4. The staff review committee will provide its written recommendation to the School Board.

C. School Board Review and Notice of Action

After giving at least a 14-day notice of its intent to receive public comment, the School Board shall hold a public hearing on each proposed charter school application. The School Board shall determine, in its discretion: whether the application before it is complete and responsive; whether the proposal is sound in all aspects; and whether the proposed charter school is in the public interest and serves the welfare of the students within the Tazewell County Public Schools. The Board may take any one or more of the following actions with respect to each application:

1. Accept without conditions.

2. Accept with conditions.

3. Reject.

4. Place on a waiting list.

5. Return with suggested modifications.

6. Defer action.

7. Return with request for additional information.

Written notice of the Tazewell County School Board's decision shall be sent to the applicant. If an application is denied, the Tazewell County School Board shall communicate its decision and reasons for denial to the applicant.

D. Reconsideration of New or Renewal Application Denial, or Charter Revocation

1. If the School Board denies a charter school application, or revokes, or fails to renew a charter agreement, the Board will provide its reasons for such decision in writing to the applicant, and will post such reasons to the Board’s web site. The applicant will then be entitled, within 60 days from the notice of denial, revocation, or non-renewal, to petition the School Board for reconsideration. Such reconsideration will be decided by the

School Board within 60 days after the date of the petition's timely filing with Tazewell County Public Schools.

2. The School Board's process for reviewing petitions of reconsideration shall include review by the school system staff review committee, public notice and a public hearing, and action on the petition by the School Board. The petition of reconsideration shall include an application amended to respond to the reasons given by the School Board for its decision on the initial application. The petition shall summarize and document in detail the adjustments made to the charter school proposal in response to the School Board's reasons for denial of the initial application.

3. Upon reconsideration, the decision of the School Board to grant or deny a public charter school application or to revoke or fail to renew a charter agreement shall be final and not subject to appeal.

4. Nothing in this section shall prohibit an applicant whose application has been denied or a grantee whose charter has been revoked or not renewed from submitting a new application pursuant to § 22.1-212.9 of the Code of Virginia.

E. Revocation or Failure of a Charter

A charter may be revoked or not renewed if the charter school:

1. Violates the conditions, standards, or procedures established in the charter school application.

2. Fails to meet the program goals and/or student performance standards identified in the charter application, or to make reasonable progress toward their achievement.

3. Fails to meet generally accepted standards of fiscal management.

4. Violates any provision of state or local law, regulation, or standard from which the charter school was not specifically exempted.

A school's charter may also be revoked or not renewed if the Tazewell County School Board determines, at its discretion, that it is not in the public interest or in the interest of student welfare within the Tazewell County school division to continue the operation of the charter school.

F. Reassignment of Students

In the event that a charter school fails or discontinues operations for any reason, its students shall be returned to their respective base schools, unless alternative arrangements have been approved by the School Board.

To provide appropriate opportunity for input from parents, teachers, citizens, and other interested parties and to obtain information to assist the School Board in its decision to grant or deny a public charter school application, the School Board gives public notice and receives comment on charter school applications. The School Board gives at least 14 days' notice of its intent to receive public comment on an application. A copy of the policy, including the new criteria, is posted on the division's website and a copy shall be made available to any interested party upon request.

School Board Decision

If the School Board denies a public charter school application, or revokes or fails to renew a charter agreement, it shall provide to the applicant or grantee its reasons, in writing, for such decision, and it shall post such reasons on its website. A public charter school applicant whose application was denied, or a grantee whose charter was revoked or not renewed, is entitled to petition the School Board for reconsideration. The petition for reconsideration shall be filed no later than 60 days from the date the public charter school application is denied, or the charter agreement is revoked or fails to be renewed. Such reconsideration shall be decided within 60 days of the filing of the petition.

The School Board shall establish a process for reviewing petitions of reconsideration, which shall include an opportunity for public comment. The petition of reconsideration may include an amended application based on the reasons given by the School Board for such decision. Prior to seeking reconsideration, an applicant or grantee may seek technical assistance from the Superintendent of Public Instruction to address the reasons for denial, revocation or non-renewal.

Upon reconsideration, the decision of the School Board to grant or deny a public charter school application or to revoke or fail to renew a charter agreement is final and not subject to appeal. Following a decision to deny a public charter school application or to revoke or fail to renew a charter agreement, the School Board submits documentation to the Board of Education as to the rationale for the School Board's decision. The Board of Education has no authority to grant or deny a public charter school application or to revoke or fail to renew a charter agreement but may communicate any Board finding relating to the rationale for the School Board's denial of the public charter school application or revocation of or failure to renew the charter agreement based on the documentation submitted in any school division in which at least half of the schools receive funding pursuant to Title I, Part A.

Nothing in this policy prohibits an applicant whose application has been denied or a grantee whose charter has been revoked or not renewed from submitting a new application.

Charter Contract

Within 90 days of approval of a charter application, the School Board and the management committee of the approved public charter school shall execute a charter

contract that clearly sets forth (i) the academic and operational performance expectations and measures by which the public charter school will be judged and (ii) the administrative relationship between the School Board and public charter school, including each party's rights and duties. The 90-day period may be extended by up to 30 days by mutual agreement of the parties. Such performance expectations and measures shall include applicable federal and state accountability requirements and may be refined or amended by mutual agreement after the public charter school has collected baseline achievement data for its enrolled students.

The academic and operational performance expectations and measures in the charter contract shall be based on a performance framework that clearly sets forth the academic and operational performance indicators, measures and metrics that will guide the School Board's evaluations of the public charter school. The performance framework shall include indicators, measures and metrics for:

- student academic proficiency;
- student academic growth;
- achievement gaps in both proficiency and growth between the major student subgroups based on gender, race, poverty status, special education status, English language learner status and gifted status;
- attendance;
- recurrent annual enrollment;
- postsecondary education readiness of high school students;
- financial performance and sustainability; and
- the performance and stewardship of the management committee, including compliance with all applicable laws, regulations and terms of the charter contract.

The performance framework shall allow the inclusion of additional rigorous, valid and reliable indicators proposed by the charter school to augment external evaluations of its performance, provided that the School Board approves the quality and rigor of such indicators.

The performance framework shall require the disaggregation of all student performance data by major student subgroups based on gender, race, poverty status, special education status, English language learner status and gifted status.

Annual performance targets shall be set by the public charter school and the School Board and shall be designed to help each school meet applicable federal, state and School Board expectations.

The charter contract shall be signed by the chairman of the School Board and the president or chairman of the public charter school's management committee. Within 10 days of executing a charter contract, the School Board shall submit to the Board written notification of the charter contract execution, including a copy of the executed charter contract and any attachments.

No public charter school shall commence operations without a charter contract executed in accordance with this policy and approved in an open meeting of the School Board.

Waivers of School Board Policy and State Regulation

A charter school may operate free from School Board policies and state regulations, except the Standards of Quality, the Standards of Accreditation and Standards of Learning, as agreed in the charter contract. The School Board shall request from the Board of Education, on behalf of its charter schools, waivers from state regulation contained in each approved charter application. If the charter school is designed to increase the opportunities of at-risk students, then the School Board shall request that the Board of Education approve an Individual School Accreditation Plan.

Management and Operation

A charter school shall be administered and operated by a management committee in the manner agreed to in the charter contract. The management committee shall be composed of parents of students enrolled in the school, teachers and administrators working in the school and representatives of any community sponsors. Pursuant to a charter agreement, a charter school shall be responsible for its own operations, including, but not limited to such budget preparation, contracts for services, and personnel matters as are specified in the agreement. A charter school may negotiate and contract with a school division, the governing body of a public institution of higher education, or any third party for the use of a school building and grounds, the operation and maintenance thereof, and the provision of any service, activity, or undertaking which the charter school is required to perform in order to carry out the educational program described in the charter agreement. Any services for which a charter school contracts with a school division shall not exceed the division's costs to provide such services.

The applicant and members of the management committee, administrators, and other personnel serving in a public charter school must disclose any ownership or financial interest they may have in renovating, lending, granting, or leasing public charter school facilities.

Personnel

At the discretion of the School Board, charter personnel may be employees of the School Board. All charter school personnel shall be subject to the provisions of Va. Code §§ 22.1-296.1, 22.1-296.2 and 22.1-296.4.

Professional, licensed employees currently employed by the School Board may volunteer for assignment to a charter school and may be assigned by the School Board to a charter school for one contract year and reassigned annually upon the request of the employee and management committee. Professional, licensed employees assigned to a charter school shall receive the same employment benefits as such personnel

assigned to noncharter schools. Professional, licensed personnel who request assignment to a noncharter school or who are not recommended for reassignment in the charter school, other than for reasons cited in § 22.1-307 of the Code of Virginia, shall be transferred to a noncharter school according to School Board policy.

The School Board may employ health, mental health, social services and other related personnel to serve in residential charter schools for at-risk students as determined in the charter agreement. However, the School Board is not required to fund the residential or other services provided by a residential charter school.

The School Board has the final authority to assign professional, licensed personnel to charter or other schools within the division.

Funding

The School Board may establish by contract the conditions for funding the public charter school, including funding for the educational program to be provided by a residential charter school for at-risk students. In accordance with subsection D, the per pupil funding provided to the charter school by the School Board shall be negotiated in the charter agreement and shall be commensurate with the average school-based costs of educating the students in the existing schools in the division unless the cost of operating the charter school is less than that average school-based cost.

Revocation and Renewal of the Charter Contract

The School Board may revoke a charter contract if

- the charter school violates the conditions, standards or procedures established in the application;
- the charter school violates a material term of the charter contract (for example, failing to provide required reports to the School Board);
- the charter school fails to meet or make reasonable progress toward achievement of the content standards or student performance standards identified in the charter application;
- the charter school fails to meet generally accepted standards of fiscal management; or
- the charter school violates any provision of law from which it was not specifically exempted.

A charter contract may be renewed for up to five years. The management committee must apply to renew the charter by six months before the charter expires.

The application for renewal shall contain

- a report on the progress of the charter school in achieving the goals, objectives, program and performance standards for students and other conditions and terms the School Board required in the charter

- a financial statement, on forms prescribed by the Board of Education, disclosing the costs of administration, instruction and other spending categories which is written in a way to allow the School Board and the public to compare such costs to the costs of other schools and comparable organizations
- other information the School Board may require

If a charter contract is revoked or not renewed, or a charter school is dissolved, the management committee shall be responsible for all financial obligations of the charter school.

Reports

The School Board reports the following to the Board of Education:

- the grant or denial of charter applications, applications for renewal, and the revocation of any charter contract; for any such denial, revocation or failure to renew, the report to the Board of Education contains documentation as to the reason for the denial or revocation
- whether a public charter school is designed to increase the educational opportunities of at-risk students

The Board of Education will report the number of public charter schools established in Virginia, and the number of charters denied, in its annual report to the Governor and the General Assembly.

Adopted: July 14, 2025

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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 |

# TAZEWELL COUNTY PUBLIC SCHOOL
# CHARTER SCHOOL APPLICATION ADDENDUM

Any person, group or organization may submit an application for the formation of a charter school. Applicants must follow state law and School Board policy regarding charter schools. A complete **Tazewell County Public School** Charter School Application ("Application") consists of:

- the Applicant's *Virginia Public Charter School Application* package submitted to the State Board of Education,
- the result of the State Board of Education's review of the Applicant's state application, and
- the **Tazewell County Public School** *Charter School Application Addendum* prepared in accordance with this policy.

However, Charter School applications initiated by the **Tazewell County School Board** are not required to receive Board of Education review and comment prior to action by the School Board.

Applications

Applications must be received by the **Division Superintendent** on or before **eight to twelve months** prior to the year in which the charter school desires to open.

An application fee of $**25.00** shall be submitted with the application.

Applicants must follow the application addendum format provided below.

## I. Goals and Objectives; Educational Program

Provide a statement of the goals and objectives of the proposed public charter school. The following components must be addressed:

1. A description of the performance-based goals. To the extent possible, the application should include the academic performance indicators, measures and metrics that will guide the Tazewell County School Board's evaluations of the charter school and should include, at minimum:
    - student academic proficiency;
    - student academic growth; academic gaps in both proficiency and growth between major student subgroups;
    - attendance;
    - recurrent enrollment from year to year; and
    - postsecondary readiness (for high schools).

2. A description of the measurable educational objectives to be achieved by the public charter school.

3. A description of the pupil performance standards and curriculum, which must meet or exceed any applicable Virginia Standards of Quality.

4. A description of how the Virginia Standards of Learning (SOL) and the corresponding SOL Curriculum Framework will be used as the foundation for curricula to be implemented for each grade or course in the public charter school. Include within the description how the goals and objectives of the curricula will meet or exceed the Virginia Standards of Learning, address student performance standards related to state and federal assessment standards and include measurable outcomes.

5. A description of any internal and external assessment to be used to measure pupil progress towards achievement of the school's pupil performance standards, in addition to the SOL assessments prescribed by Va. Code § 22.1-253.13:3.

6. A description of the public charter school assessment plan to obtain student performance data, which includes how the data will be used to monitor and improve achievement and how program effectiveness will be measured over a specified period of time. Also provide benchmark data on how student achievement will be measured and how these data will be established and documented in the first year of operation and how the data will be measured over each year of the term of the charter. The benchmark data should address targets for student improvement to be met in each year.

7. The timeline for achievement of pupil performance standards, in accordance with the Virginia SOL.

8. An explanation of the corrective actions to be taken in the event that pupil performance at the public charter school falls below the standards outlined in the Virginia Board of Education's *Regulations Establishing Standards for Accrediting Public Schools in Virginia*.
9. Information regarding the minimum and maximum enrollment per grade for each year during the term of the charter contract, as well as class size and structure for each grade served by the public charter school.

10. Information regarding the proposed calendar and a sample daily schedule, including any plans to open prior to Labor Day.

11. A description of plans for identifying and successfully serving students with disabilities, English Learners, academically at-risk students and gifted and talented students which include the extent of the involvement of the School Board in providing such services.

12. If applicable, the following components should be addressed:
    - any plans to utilize virtual learning in the educational program, including identification of the virtual learning source and a description of how virtual learning will be used and an estimate of how many students are expected to participate.
    - a general description of any alternative accreditation plans, in accordance with the Virginia Board of Education's *Regulations Establishing Standards for Accrediting Public Schools in Virginia*(8 VAC 20-132-310), that the public charter school will request the School Board to submit to the Virginia Board of Education for approval.
    - a general description of any alternative accreditation plan for serving students with disabilities, in accordance with the Virginia Board of Education's *Regulations Governing Special Education Programs For Children With Disabilities in Virginia* that the public charter school will request the School Board to submit to the Virginia Board of Education for approval.

## II. Evidence of Support

Provide evidence that an adequate number of parents, teachers, pupils or any combination thereof, supports the formation of a public charter school. The following components must be addressed:

- Information and materials indicating how parents, the community and other stakeholders were involved in supporting the application for the public charter school.
- Tangible evidence of support for the public charter school from parents, teachers, students and residents, or any combination thereof, including but not limited to information regarding the number of persons and organizations involved in the process and petitions related to the establishment of the charter school.
- A description of how parental involvement will be used to support the education needs of the students, the school's mission and philosophy and its educational focus.

## III. Statement of Need

Describe the need for a public charter school in the school division or relevant part of the school division. The following components must be addressed:

- A statement of the need for a public charter school that describes the targeted school population to be served and the reasons for locating the school in its proposed location.
- An explanation of why the public charter school is being formed. (Is the school being formed at the requests of parents or community organizations? How was the need determined? What data were examined as part of the

needs assessment? Briefly describe the need and include a summary of the quantitative data.)
- An explanation of why a public charter school is an appropriate vehicle to address the identified need.

## IV. Applicant Information

List the name, address, phone number and qualifications of the applicant(s) and designate an applicant contact person.

## V. Facility

Describe the facility(ies) to be used for the charter school or the plan for the acquisition of a facility. The description should address:
- how the facility provides suitable instructional space;
- provisions for library services;
- provisions for the safe administration and storage of student records;
- provisions for the safe administration and storage of student medications;
- the applicant's plan for complying with building and fire codes and the federal Americans with Disabilities Act (ADA);
- information on emergency evacuation plans;
- information regarding site location and preparation;
- the structure of operation and maintenance services; and
- financial arrangements for the facility, including any lease arrangements with the School Board or other entities and whether any debt will be incurred.

If the facility is not property of the school division, then the following must be provided:
- a certificate of occupancy;
- a health inspection certificate;
- an annual fire certificate of inspection;
- proof of compliance with federal, state and local health and safety laws and regulations; and
- a copy of the lease or contract under which the charter school will use the facility.

If the facility is property of the school division, then describe plans, if any, for alteration or renovation.

## VI. Enrollment Process

Describe the enrollment process that is consistent with all federal and state laws and regulations and constitutional provisions prohibiting discrimination that are applicable to public schools and with any court-ordered desegregation plan in effect for the school division or, in the case of a regional public charter school, in effect for any of the relevant school divisions. The following components must be addressed:

- A description of the lottery process to be used for the establishment of a waiting list for students for whom space is not available.
- A description of a tailored admission policy that meets the specific mission or focus of the public charter school, if applicable.
- A timeline for when the lottery process will begin for the first academic year of enrollment and when parents will be notified of the outcome of the lottery process.
- A description of any enrollment-related policies and procedures that address special situations, such as the enrollment of siblings and children of faculty and founders and the enrollment of nonresident students, if applicable.
- An explanation of how the applicant will ensure that, consistent with the public charter school's mission and purpose, community outreach has been undertaken so that special populations are aware of the formation of the public charter school and that enrollment is open to all students residing in the school division where the public charter school is located or in school divisions participating in a regional charter school.
- A description of how the transfer of student records and other program information to and from the public charter school will be accomplished.
- A description of how students seeking enrollment after the school year begins will be accommodated.

In the case of the conversion of an existing public school, describe how students who attend the school and the siblings of such students shall be given the opportunity to enroll in advance of the lottery process.

## VII. Employment Terms and Conditions

Provide an explanation of the relationship that will exist between the proposed public charter school and its employees, including evidence that the terms and conditions of employment have been addressed with affected employees. At the discretion of the School Board, charter school personnel may be employees of the School Board, or Boards, granting the charter. Any personnel not employed by the School Board shall remain subject to the provisions of Va. Code §§ 22.1-296.1, 22.1-296.2, and 22.1-296.4. The following components must be addressed:

- A plan that addresses the qualification of teachers and administrators at the public charter school, including compliance with state law and regulation regarding Virginia Board of Education licensing requirements.
- A plan to provide high-quality professional development programs.
- Provisions for the evaluation of staff at regular intervals and in accordance with state law and regulation.
- Provisions for a human resource policy for the public charter school that is consistent with state and federal law.
- Notification to all school employees of the terms and conditions of employment.

## VIII. Transportation

Describe how the public charter school plans to meet the transportation needs of its pupils. The following components must be addressed:

1. A description of how the transportation of students will be provided:

    - by the local school division;
    - by the public charter school;
    - by the parent(s); or
    - though a combination of these options.

2. If transportation services will be provided by the public charter school, explain whether the school will contract for transportation with the School Board or with another entity or have its own means of transportation and indicate whether transportation will be provided to all students attending the school.

3. A description of transportation services for students with disabilities in compliance with Va. Code § 22.1-221 and the Board of Education's *Regulations Governing Special Education Programs For Children With Disabilities in Virginia*.

4. A description of transportation services for students in foster care in compliance with federal law.

## IX. Residential Charter Schools

If the application is for a residential charter school for at-risk students, the following components must be addressed:

1. A description of the residential program to include:
    - the educational program;
    - a facilities description to include grounds, dormitories and staffing;
    - a program for parental education and involvement;
    - a description of after-care initiatives;
    - the funding sources for the residential facility and other services provided;
    - any counseling and other social services to be provided and their coordination with current state and local initiatives; and
    - a description of enrichment activities available to students.

2. A description of how the facility will be maintained including, but not limited to:
    - janitorial and regular maintenance services and
    - security services to ensure the safety of students and staff.

## X. Services to be Provided by the School Board

List the services and their estimated costs that the applicant wishes the School

Board to provide; for example, food service, payroll or conducting criminal background checks. Also, list services and their estimated costs that will be provided by others.

## XI. Timeline

Provide a detailed timeline, identifying each step required to establish the charter school, including, but not limited to, staff hiring, location and purchase of materials, implementing the evaluation plan, obtaining necessary services, opening an appropriate facility and consulting with experts, if necessary. **Please remember that, as with establishing Regional Vocational and Governor's Schools, it will take at least 8-12 months to implement the proposal.**

## XII. Health and Safety

Describe the procedures the charter school will implement to ensure the health and safety of the students and employees, including:

- how and if the management committee will conduct a state criminal record check on all employees;
- how the charter school will conduct fingerprinting and federal criminal record checks, if applicable;
- how the charter school will comply with the requirement to report child abuse; and
- how the charter school will comply with Occupational Safety & Health Act requirements.

## XIII. Indemnity

Assure that the School Board will be defended, held harmless and indemnified against any claim, action, loss, damage, injury, liability, cost or expense of any kind as a result of the operation of the charter school or actions by its agents, employees, invitees or contractors.

## XIV. Renewal

Assure that if the charter school wants to renew its contract, it shall apply at least six months prior to the expiration of the contract.

## XV. Displacement Plans: Pupils and Employees

1. Describe the plan for the displacement of pupils, teachers and other employees who will not attend or be employed in the public charter school, in instances of the conversion of an existing public school to a public charter school, and for the placement of public charter school pupils, teachers and employees upon termination or revocation of the charter.

The following components must be addressed:

- Identification of a member of the school's leadership who will serve as a single point of contact for all activities that may need to take place for the school to close, including but not limited to the transfer of students to another school, the management of student records and the settlement of financial obligations.
- A notification process to parents/guardians of students attending the school and teachers and administrators of the closure date.
- A notification process to parents/guardians of students attending the public charter school of alternative public school placements within a set time period from the date that the closure is announced.
- Provisions for ensuring that student records are provided to the parent/guardian or another school identified by the parent or guardian within a set time period. If the student transfers to another school division, provisions for the transfer of the student's record to the school division to which the student transfers shall be made upon request of that school division.
- Notification to the School Board of a list of all students in the school and the names of the schools to which these students will transfer.
- A placement plan for school employees that details the assistance to be provided, if any, within a set period of time from the date of closure. For teachers and administrators, the plan of assistance should address finding employment with the school division where the public charter school is located or other public school divisions.

- A close-out plan related to financial obligations and audits, the termination of contracts and leases, and the sale and/or disposition of assets within a set period of time from the date of closure. The plan shall include the disposition of the school records and financial accounts upon closure.

2. Describe the plan for the placement of students and employees if the charter school facility is destroyed (e.g. by flood or fire) or unable to be occupied for any reason.

## XVI. Management and Operation

Describe the management and operation of the charter school, including the nature and extent of parental, professional educator and community involvement. List the names and addresses and relevant experience of the proposed management committee. This section should include:

- a detailed description of the relationship between the management committee and the School Board, including the charter school spokesperson (i.e. who is accountable to the School Board);
- how the charter school will be accountable to the public, including a plan for compliance with the Virginia Freedom of Information Act, the Virginia Public Records Act and reporting requirements;

- how the management committee is selected and its relationship to the teachers and administrators;
- a description of the rules and procedures followed to arrive at policy and operational decisions; and
- summaries of the job descriptions of key personnel, including the school leader/principal.

The following components must also be addressed:

1. An explanation of how support services will be funded and delivered. These services include, but are not limited to:

- food services;
- school health services;
- custodial services;
- extracurricular activities; and
- security services

2. An explanation of any partnership or contractual relationships (education management organization, food services, school health services, custodial services, security services, etc.) central to the school's operations or mission, including information regarding the relationship of all contractors to the governing board of the public charter school, and information regarding how contractors and the employees of the contractors having direct contract with students will comply with Va. Code § 22.1-296.1.

3. Plans for recruiting and developing school leadership and staff.

## XVII. Financial Plan: Evidence of Economical Soundness, Proposed Budget and Annual Audit

Provide a budget and any other information that illustrates the proposed charter school is economically sound for both the charter school and the school division. Include detailed sources of revenue and expenditures for the proposed term of the charter (at most five years) and a description of the manner in which an annual audit of the financial and administrative operations of the charter school, including any services provided by the school division, will be conducted. Anticipated gifts, grants or donations and a student fee schedule should be included. The following components must also be included:

- Proposed start-up and three-year budgets with clearly stated assumptions and information regarding projected revenues and expenditures.
- Proposed start-up and three-year cash flow projections with clearly stated assumptions and indications of short- and long-term sources of revenue.
- A proposed funding agreement with the School Board including information regarding anticipated local, state and federal per-pupil-amounts to be received and any information pertaining to the maintenance of facilities. In

accordance with Va. Code § 22.1-212.14, the per pupil funding provided to the charter school will be negotiated in the charter agreement and will be commensurate with the average school-based costs of educating the students in the existing schools in the division or divisions unless the cost of operating the charter school is less than that average school-based cost. To the extent discussions have been held with the school division, please describe the outcome of those discussions. If there have been no discussions to date, please indicate the reason.

## XVIII. Legal Liability and Insurance Coverage

Describe the proposed arrangement between the charter school and the School Board regarding their respective legal liability and applicable insurance coverage, including the types of insurance that will be obtained for the public charter school, its property, its employees, the charter school management committee and the School Board and its agents and the levels of insurance sought. Types of insurance include, but are not limited to,

- general liability;
- health;
- property;
- property and casualty (including vehicle coverage);
- officer and employee liability; and
- workers' compensation.

## XIX. Disclosures

Disclose ownership or financial interest in the public charter school by the charter applicant and the management committee, administrators, and other personnel of the proposed public charter school, and require that the applicant and the management committee, administrators, and other personnel of the public charter school shall have a continuing duty to disclose such interests during the term of the charter. The following components must be addressed:

- A description of how the applicant and members of the management committee will disclose any ownership or financial interest.
- Information regarding the frequency by which such disclosures will be made during the term of the charter.
- A description of ownership or financial interest of the applicant and/or members of the management committee in the proposed charter school. This includes any relationships that parties may have with vendors performing services at the school.

## XX. Waivers[1]

Describe and justify any waiver from School Board policies and state regulations that the charter school requests. The Standards of Quality, and by reference the Standards of Accreditation and Standards of Learning, may not be waived. **Please note that state law only allows waivers of policy and regulation. No waiver of state statutes or federal statutes or regulations is permitted.**

## XXI. Discrimination

Assure that the charter school will follow state and federal law prohibiting discrimination on the basis of disability, race, creed, color, sex, sexual orientation, gender, gender identity, national origin, religion, ancestry, or the need for special education services and shall be subject to any court-ordered desegregation plan in effect in the school division.

## XXII. Assurance

By signing and submitting this application for a public charter school, the applicant expressly assures the School Board that if the application is approved by the School Board, the school leadership of the public charter school will be retained on contract no later than 60 days prior to the opening date of the school.

## XXIII. Signatures

The Applicant hereby certifies that the information and assurances contained within the *Virginia Public Charter School Application* submitted on behalf of the proposed charter school to the Virginia Board of Education and the information contained in this *Public Charter School Application Addendum* is correct.

**Name of Authorized Official:** **Title:**

_____ _____

**Signature of Authorized Official:** **Date:**

_____ _____

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

[1] Although not required by law to be in the charter application, waivers must be included in the charter contract. Moreover, the School Board is required to request, on behalf of the charter school, the releases from state regulation. For these two reasons, it is wise to include the waivers in the application.

# PROPOSED POLICY REGULATION JHC-R.2



STUDENTS

Accidents/Injuries and Illnesses: Emergency Care

School Personnel:

1. Shall render emergency care only to students who are injured at school. Students who are injured at home or in areas for which the school is not responsible shall not be treated by school personnel.

2. Shall proceed on the assumption of maximum disability in the event the severity of an injury cannot be determined.

3. Shall see that first-aid kits are handily available when students are conducted on field trips.

4. Shall under no circumstances stipulate or imply to anyone that they or the school are responsible or liable for an accident. Responsibility or cause and payment of doctor bills is to be decided by the insurance carrier.

5. Shall notify the parent before a physician is contacted except in cases of extreme emergency. This must be a matter of judgment. The decision to contact a physician immediately should be made if it is in the best interest of the student.

6. Shall file a report of the occurrence on forms provided for that purpose.

Legal Reference: Code of Virginia, §22.1-274.6 – Seizure Management and Action Plan; Training

Approved by Superintendent: June 9, 1986

**TAZEWELL COUNTY SCHOOL BOARD**
506 Jeffersonville Street
Tazewell, VA 24651

**REGULAR MEETING OF THE TAZEWELL COUNTY SCHOOL BOARD**

**DATE**: July 14, 2025

**REFERENCE**: Reassignment of Personnel

**MAKER OF MOTION:** Erik Robinson

**SECOND:** David Woodard

**BE IT RESOLVED**, that the Tazewell County School Board, according to §22.1-297 of the Code of Virginia, authorizes the Division Superintendent to reassign such teachers, principals and assistant principals to any school or position within the division, provided no change or reassignment during the school year shall affect the salary of such teacher, principal or assistant principal for that year.

**RECORDED VOTE:**

**YES**: 5 (Woodard, Whittington, Moir, Robinson, Mullins)

**NO**: 0

**ABSTAIN**: 0

**ABSENT**: 0

**CERTIFIED COPY**: Vicki L. Bailey

Vicki Bailey, Clerk of the Board

VSBA
Virginia School Boards Association

Rivanna Ridge Professional Building
200 Hansen Road, Suite 2
Charlottesville, VA 22911

June 3, 2025

**To:** School Board Chairs
School Board Vice-Chairs
School Board Clerks

**From:** Dr. JoWanda Rollins-Fells, President
Gina G. Patterson, Executive Director

**Re:** Delegate and Alternate Delegate Selection

In accordance with the Bylaws of the Association, "A school board in good standing will be entitled to one vote in all meetings of the Association. A voting delegate and an alternate will be selected from the membership of each member school board by that board." Please select a voting delegate and an alternate to represent your school board at the VSBA Delegate Assembly which will convene during the 2025 VSBA Annual Convention on Thursday November 20, 2025, at the Williamsburg Lodge. **The 2025 VSBA Delegate Assembly will begin promptly at 2:00 p.m. Delegates are encouraged to check-in for the assembly beginning at 1:30 p.m.**

It is important that all school boards in good standing be represented when the Delegate Assembly convenes. The actions of the VSBA Delegate Assembly determine the positions that the VSBA takes on current bills in the Virginia General Assembly as well as regulatory matters that come before state boards and commissions. This means that the VSBA lobbies based on the positions established by the Delegate Assembly in response to these bills and regulatory matters. We hope that your school board will be represented, and that each delegate will attend the 2025 VSBA Delegate Assembly.

Pursuant to the Bylaws, please send the name of the delegate and the alternate by completing and returning this information by **AUGUST 29, 2025. If no name is submitted, the chair and vice-chair will be listed as delegate and alternate. It is recommended that the delegate or alternate not be a member of the VSBA Board of Directors.**

Mail or email this form to Dorothy Vidano (Dorothy@vsba.org) at the Virginia School Boards Association, 200 Hansen Road, Charlottesville, VA 22911. Please do not hesitate to contact the VSBA should you have any questions. Thank you for all that you do as a leader, advocate, and supporter of public education.

School Board: TAZEWELL COUNTY
(City or County)

*Name of the official delegate and alternate delegate to the 2025 VSBA Delegate Assembly, November 20, 2025, 2:00 p.m., at the Williamsburg Lodge:*

Name of Delegate: ERIK ROBINSON

Name of Alternate: IRENE MULLINS

Signed: Vicki Bailey Title: CLERK
Chair/Clerk

# WATER BOTTLES

## 1. Purpose

To ensure the safety, security, and cleanliness of all school facilities within Tazewell County Public Schools (TCPS), this policy establishes clear guidelines regarding student possession of beverage containers on school property.

---

## 2. Scope

This policy applies to all students enrolled in TCPS schools and entering any school building during regular school hours, extracurricular activities, or school-sponsored events.

---

## 3. Policy Guidelines

### A. Prohibited Containers

1. Students are **not permitted to bring open water bottles or soda bottles** into any TCPS school building.
2. This includes any bottle that:
    - Has been previously opened or partially consumed
    - Has a broken or unsealed cap
    - Appears to have been tampered with in any way

### B. Permitted Disposable Containers

1. Students may bring **factory-sealed, unopened plastic bottles** containing water or non-alcoholic beverages. All such bottles must be in their **original commercial packaging** and free from signs of tampering.

### C. Reusable Containers (Thermoses, Tumblers, Yeti-style, etc.)

1. Students may bring reusable beverage containers into school buildings **only if they are completely empty** at the time of entry.
2. Lids or caps must be **removed and remain off** during the building entry process.
3. Reusable containers must be **visibly presented for inspection** by school staff or security personnel.

---

## 4. Enforcement and Compliance

- TCPS staff, including building security and administrators, will check for compliance at all student entry points.

- Non-compliant containers will be confiscated or the student will be directed to dispose of or store the item off-site.
- Repeated violations of this policy may result in disciplinary action as outlined in the **TCPS Student Code of Conduct**.

---

## 5. Exceptions

- Students with documented medical needs that require specific beverages may request an exemption by submitting appropriate medical documentation to the school nurse or administration.
- Alternative provisions may apply for field trips, athletic events, or extracurricular activities, subject to approval by supervising staff.

---

## 6. Policy Review

This policy will be reviewed annually by the TCPS central office and revised as necessary to reflect best practices in school safety and health protocols.

# BACKPACKS

## 1. Purpose

To enhance campus safety and improve the efficiency of school security procedures, Tazewell County Public Schools (TCPS) requires students to use clear backpacks when bringing personal items into school buildings.

---

## 2. Scope

This policy applies to all TCPS students in grades PK-12 attending school or school-sponsored events where backpacks are permitted. It is effective during regular school hours and at any other time students are entering school buildings with bags or backpacks.

---

## 3. Policy Requirements

### A. Backpack Guidelines

1. **All student backpacks must be clear and transparent.** The main compartment and any additional pockets must be see-through to allow for visual inspection of contents.
2. **Only clear backpacks made of plastic or PVC material** are permitted. Mesh, tinted, solid-colored, or partially covered backpacks are **not allowed**.
3. Students must use clear backpacks to carry items such as:
    - Textbooks and notebooks
    - School-issued devices (e.g., Chromebooks, tablets)
    - Personal items (e.g., phones, chargers, keys)
    - School-related supplies (e.g., pencils, calculators, folders)

### B. Small Non-Clear Bags

1. Students may carry a **small non-clear pouch** inside their clear backpack for personal hygiene items (e.g., feminine products, deodorant) or small valuables.
2. These pouches must be **no larger than 5" x 8"** and are subject to inspection if necessary.

### C. Athletic and Extracurricular Equipment

1. Sports bags, band instrument cases, or other specialized equipment bags may be carried **only under the supervision of a coach or sponsor** and should be stored in designated areas (e.g., locker rooms, music rooms) immediately upon arrival.

---

## 4. Enforcement

- School personnel and security staff will check for compliance as students enter buildings.
- Students found in violation of this policy will be required to return non-compliant backpacks to their vehicle or have a parent/guardian retrieve them.
- Repeated violations may result in progressive disciplinary action in accordance with the **TCPS Student Code of Conduct**.

---

## 5. Exceptions

- Students with documented medical needs that require the use of a non-clear backpack or medical bag must submit appropriate documentation to the school nurse or administration for review and approval.
- Exceptions may also be granted in cases where students have an approved 504 Plan or IEP that specifies alternate requirements.

---

## 6. Review and Amendments

This policy shall be reviewed annually by TCPS administration and safety personnel and updated as needed to reflect evolving safety standards and community needs.

TAX MAP #024B-201-000A

SF-39
Rev. 8/23
UPC 121023
Parcel 007

**PREPARED BY VDOT**
**UNDER SUPERVISION OF THE**
**OFFICE OF THE ATTORNEY GENERAL**

Exempted from recordation taxes
and fees under Sections 58.1-811(A)(3),
58.1-811(C)(5), 58.1-3315, 25.1-418,
42.1-70, 17.1-266, and 17.1-279(E)

**THIS DEED OF EASEMENT**, made this 14 day of July, 2025, by and between **THE SCHOOL BOARD OF TAZEWELL COUNTY, VIRGINIA**, Grantor, and the **COMMONWEALTH OF VIRGINIA**, Department of Transportation, Grantee, 2111 Bonham Road, Bristol, Virginia 24201.

**WITNESSETH: THAT WHEREAS**, it is proposed by the Commonwealth to widen or improve State Highway Route 720, Valley Dale Street, Project EN22-143-136, R201, from Fincastle Lane Rte. 647 to Mountain Lane Avenue in the County of Tazewell, Virginia; and

**WHEREAS**, in the improvement it is necessary that the Grantee enter upon the lands of the Grantor located in the aforesaid county to establish and/or relocate utility facilities on the lands herein conveyed.

**NOW THEREFORE,** in consideration of the sum of One Dollar ($1.00) cash in hand paid by the Grantee to the Grantor, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor does hereby grant and convey to the Grantee, its agents, permittees, successors and assigns, the perpetual right and easement, to install, construct, operate, maintain, inspect, improve, relocate, alter, replace or remove one or more of the following, which shall collectively be referred to as "Utility Facilities":

(a) communication systems, including, but not limited to telephone, cable television and high speed internet services, consisting of buried cables, buried wires, posts, terminals, pedestals, vaults, conduits, manholes, handholes, and related above-ground facilities including, but not limited to, cables, wires, poles, posts, terminals, location markers, cabinets, equipment housings, remote terminal units, and other appurtenances as may be from time to time required;

(b) electrical systems for transmitting and distributing electric power by one or more circuits, telephone and other communications systems relating thereto, and street lighting, consisting of wires, conduits, poles, cables, transformers, transformer enclosures, concrete pads, manholes, handholes, connection boxes, accessories and appurtenances desirable in connection therewith;

(c) gas systems for transmitting and distributing natural gas, consisting of various size gas pipelines, or pipelines, service pipes, valves, regulators and accessories, including wire or fiber optic communication cables; over, under, through, upon and across the lands and property of the Grantor adjacent to Route 720, Valley Dale Street, situated in the County of Tazewell, Virginia, and including the right of reasonable egress and ingress to these Utility Facilities, said easement being more particularly bounded and described as follows:

Being as shown on Sheets 4, 4RW, 5 and 5RW of the plans for Route 720, Valley Dale St., State Highway Project EN22-143-136,R201 and beginning on the North (left) side of The Construction Baseline Route 720 from the lands now or formerly belonging to Existing Right of Way line of Hill Ave., opposite Station 109 + 22.27 to the lands now or formerly belonging to the Existing Right of Way line of Mountain Lane, opposite Station 121 + 81.96, and containing 23,315 square feet, in proposed utility easement, a copy of which is attached hereto to be recorded herewith in State Highway Plat Book _____, Pages _____.

The utility easements and all utility facilities installed thereon as hereinabove described are subject to the following conditions:

1. The Grantee, its agents, permittees, successors or assigns, and the respective owners of the utility facilities ("Utility Owners") shall have full and free use of the said easement and right of way for the purposes named, and shall have all rights and privileges reasonably necessary to exercise use of the easement and right of way as their interests are set forth herein, including the right of reasonable ingress to and egress from this easement over the remaining land of Grantor by such private roads as may now or hereafter exist on the property of Grantor. The right, however, is reserved to Grantor to shift, relocate, close or abandon such private roads at any time. If there are no public or private roads reasonably convenient to the easement, then the Grantee, its agents, permittees, successors or assigns, and the Utility Owners shall have such right of reasonable ingress and egress over the lands of the Grantor adjacent to the easement.

2. The Grantee, its agents, permittees, successors and assigns, and the Utility Owners shall each conduct their operations within the easement area in a manner that does not materially interfere with or is otherwise inconsistent with the other easements, rights of way or interests in land acquired hereunder. Any material interference or inconsistency between users of any joint utility easement created hereunder that is not otherwise resolved by the text of this deed shall be resolved in favor of the entity that held, prior to the recording date of this deed, the first in time easement, right of way, other interest in land or occupancy of land under a claim of right or with the apparent acquiescence of the Grantor. Notwithstanding the foregoing, should the operations of the Grantee, its agents, permittees, successors or assigns necessitate material interference with the easements, rights of way or interests of land

acquired hereunder, the Grantee, its agents, permittees, successors or assigns shall, in accord with applicable law, have the right and obligation to provide a replacement easement to, or pay the relocation costs of, the affected entity, to the extent necessary to resolve such interference, provided the affected entity held an easement, right of way, other interest in land or occupancy of land under a claim of right or with the apparent acquiescence of the Grantor prior to the recording date of this deed.

3. The Grantee, its agents, permittees, successors and assigns, and the Utility Owners shall have the right to trim, cut and remove trees, shrubbery, fences, structures, or other obstructions or facilities inside and outside the boundaries of the easement deemed to interfere with the proper and efficient use of the easement for the purposes named and/or the safe and proper operation of the utility facilities; provided, however, the Grantee, its agents, permittees, successors or assigns, or the Utility Owners, at their own expense, shall restore, as nearly as possible, the property to its original condition, including the back-filling of trenches, the replacement of curbing and asphalt pavement, and the reseeding of grass areas, but not the replacement of structures, trees, or other obstructions. The right to trim, cut and remove trees or shrubbery inside the boundaries of the easement shall be in accordance with each Utility Owner's trimming specification, e.g., in compliance with the National Electric Safety Code; Virginia State Corporation Commission Guidelines on Tree-Trimming; the Virginia Overhead High Voltage Safety Act, Va. Code §§ 59.1-406 - 59.1-414; ANSI A-300 and ANSI Z-133. Outside the boundaries of the easement, the Utility Owners may only trim, cut and remove trees or shrubbery (including but not limited to weak, diseased and/or dead vegetation) that pose a danger to the safe and reliable operation of the utility facilities in order to eliminate the hazard. All trees and limbs cut by the Grantee, its

agents, permittees, successors and assigns, or the Utility Owners shall remain the property of Grantor.

4. The Grantee, its agents, permittees, successors or assigns, and the Utility Owners shall, consistent with the purposes named, have the right to inspect, rebuild, repair, remove and relocate their respective utility facilities or any part thereof, within the easement area, and may make such changes, alterations, substitutions, additions in and to, or extensions of its facilities as it deems advisable, and consistent with the purposes named, without the prior consent of the Grantor.

5. The Grantee, its agents, permittees, successors or assigns, and the Utility Owners shall, subject to the rights acquired herein, repair damage to roads, fences, or other improvements (a) inside the boundaries of the easement and right of way and (b) outside the boundaries of the easement caused by the Grantee, its agents, permittees, successors or assigns, or the Utility Owners in the process of the construction, inspection, and maintenance of facilities by the Grantee, its agents, permittees, successors or assigns, and the Utility Owners, or in the exercise of their right of ingress and egress, provided that Grantor gives written notice thereof to Grantee, its agents, permittees, successors or assigns, or the Utility Owners, as appropriate, within sixty (60) days after such damage occurs.

6. The communications, electrical, gas, water and sanitary sewer systems constructed hereunder are and shall remain the property of the Grantee, its agents, permittees, successors or assigns, and the Utility Owners. The Grantee, its agents, permittees, successors or assigns, and the Utility Owners shall, consistent with the purposes named, have the right to inspect, rebuild, repair, remove and relocate their individual utility facilities or any part thereof, within the easement area, and may make such changes, alterations, substitutions,

additions in and to, or extensions of their facilities as they deem advisable, and consistent with the purposes named, without the prior consent of the Grantor. In making any such changes, alterations, substitutions, additions in and to, or extensions of its utility facilities after the initial installations for the Project herein described, the Grantee, its agents, permittees, successors and assigns, and the Utility Owners shall not install any above ground pole, cabinet, transformer, fence or appurtenance within any existing paved parking area or entrance way without the prior consent of the Grantor; such consent shall not be unreasonably withheld. Manholes, vaults, handholes and similar types of appurtenances can be installed under paved areas and sidewalks provided they are load-bearing and are set flush with the existing pavement or sidewalk.

7. The Grantor, his successors and assigns, may use the easement for any reasonable purpose not inconsistent with the rights hereby acquired , provided such use does not interfere with the Grantee, its agents, permittees, successors or assigns, or the Utility Owners, in their exercise of any of the rights acquired hereunder. Grantor shall not have the right to construct any building, structure, or other above-ground obstruction or to change the existing ground elevation, or to impound any water, on the easement; provided, however, Grantor may construct on the easement fences, landscaping (subject, however to the tree trimming rights in Paragraph 3 hereof), paving, sidewalks, curbing, gutters, street signs, and below-ground obstructions as long as said fences, landscaping, paving, sidewalks, curbing, gutters, street signs and below-ground obstructions do not interfere with the Grantee, its agents, permittees, successors or assigns, or the Utility Owners, in their exercise of any of its rights acquired hereunder. In the event such use by the Grantor does interfere with the exercise of any of the rights acquired by the Grantee, its agents, permittees, successors or assigns, or

the Utility Owners hereunder, the Grantee, its agents, permittees, successors or assigns, and the Utility Owners may, in their reasonable discretion, relocate such of its utility facilities as may be practicable to a new site designated by Grantor and acceptable to the Grantee, its agents, permittees, successors or assigns, and the Utility Owner. In the event any such facilities are so relocated, Grantor shall reimburse the Grantee, its agents, permittees, successors or assigns, or the Utility Owners for the cost thereof and convey to the Grantee, its agents, permittees, successors or assigns, and the Utility Owners an equivalent easement at the new site.

Grantee shall have the right to assign or permit usage of this easement, or portions thereof, said assignment and usage to be only for the purposes and subject to the limitations set forth herein.

The Grantor by the execution of this instrument acknowledges that the plans for the aforesaid project as they affect its property have been fully explained to it or its authorized representative.

Grantor covenants that it is seized of the property and has the right to convey the easement and the rights and privileges herein conveyed to Grantee and that Grantee shall have quiet and peaceable possession, use and enjoyment of the aforesaid easement and the rights and privileges hereby granted.

The Grantor covenants and agrees for itself, its heirs, successors and assigns that it has been made aware of its right to receive just compensation for the easement herein conveyed, and that the considerations aforementioned and paid to it shall be in lieu of any and all claims to compensation and damages, if any, by reason of the location, construction, operation and maintenance of the utility facilities described herein.

**WITNESS** the following signature and seal:

**The School Board of Tazewell County, Virginia**

By _____ (SEAL)

Title Superintendent

STATE OF Virginia

COUNTY OF Tazewell

The foregoing instrument was acknowledged before me this 14th day of July, 2025, by Christopher B. Stacy, (Name of officer or agent) Division Superintendent of, by **The School Board of Tazewell County, Virginia,** on behalf of the county.

My Commission expires 4/30/2026.

Notary Registration No. 266352.

Vicki L. Bailey
Notary Public

VICKI L. BAILEY
NOTARY PUBLIC
REG. #266352
MY COMMISSION EXPIRES
04/30/2026
COMMONWEALTH OF VIRGINIA

TAX MAP #024B-201-000A

SF-4
Revised 9/16
UPC 121023

**PREPARED BY VDOT**
**UNDER SUPERVISION OF THE**
**OFFICE OF THE ATTORNEY GENERAL**

Exempted from recordation taxes
and fees under Sections 58.1-811(A)(3),
58.1-811(C)(5), 58.1-3315, 25.1-418,
42.1-70, 17.1-266, and 17.1-279(E)

**THIS DEED**, made this 14 day of July, 2025, by and between **THE SCHOOL BOARD OF TAZEWELL COUNTY, VIRGINIA**, Grantor, and the **COMMONWEALTH OF VIRGINIA, DEPARTMENT OF TRANSPORTATION**, 2111 Bonham Road, Bristol, Virginia 24201, Grantee:

**WITNESSETH: THAT WHEREAS**, by a meeting duly called of the School Board of Tazewell County, a resolution was duly passed authorizing the conveyance to the Commonwealth of Virginia, Department of Transportation of the hereinafter described easement;

**NOW, THEREFORE**, for and in consideration of the sum of $9,245.00 paid by the Grantee to the Grantor, receipt of which is hereby acknowledged, the Grantor doth hereby grant and convey to the Grantee, with General Warranty and English Covenants of Title, the perpetual right and easement to construct, reconstruct, alter, operate and maintain a public street or highway, including any necessary appurtenances thereto, drainage and/or utilities, over, upon and across the lands and property of the Grantor, the area embracing the easement being situated in Tazewell County and described as follows:

**Parcel 007**

Being as shown on Sheets 4 and 4RW of the plans for State Route 720, State Highway Project EN22-143-136,R201, and beginning on the North (left) side of the Construction Baseline Route 720, from the lands now or formerly belonging to the Existing Right of Way line of Hill Ave.,

opposite Station 109+ 22.50 to a point in the land of the Landowner, opposite approximate Station 109+82.27; and also being as shown on Sheets 5 and 5RW, beginning on the North (left) side of the Construction Baseline Route 720, from a point in the land of the Landowner opposite Station 120+04.19 to the lands now or formerly belonging to the Existing Right of Way line of Mountain Lane opposite Station 121+81.84. The two areas of Perpetual Easement contain a total of 14,301 square feet, more or less.

Together with the permanent right and easement to use the additional areas shown as being required for the proper construction and maintenance of drainage facilities, from Station 118+71.80 to Station 119+26.96, containing 3,416 square feet, more or less.

Together with the temporary right and easement to use the additional areas shown as being required for the proper construction of cut and/or fill slopes, entrances and utilities, from Station 110+63.36 to Station 115+52, and also from Station 115+97.85 to Station 121+82.16, containing, in the aggregate, 8,969 square feet, more or less. Said temporary easement will terminate at such time as the construction of the aforesaid project is complete.

Being a part of the same land acquired by the landowner from Deed of Correction from Joseph P. Cofer and Jane C. Cofer, his wife, and W. J. Gillespie, Jr., and Madge F. Gillespie, his wife, by deed dated July 28, 1953 recorded August 10, 1990 in Deed Book 610, Page 510, in the Office of the Clerk of the Circuit Court of Tazewell County.

For a more particular description of the land herein conveyed, reference is made to photocopies of Sheets No. 4, 4RW, 5 and 5RW, showing outlined in GREEN the land conveyed in perpetual easements, outlined in GREEN the permanent drainage easement and outlined in ORANGE the temporary construction easements, which photocopies are hereto attached as a part of this conveyance and recorded simultaneously herewith in the State Highway Plat Book _____, Pages _____.

The Grantor by the execution of this instrument acknowledges that the plans for the aforesaid project as they affect its property have been fully explained to its authorized representative.

The Grantor covenants and agrees for itself, its successors and assigns, that the consideration hereinabove mentioned and paid to it shall be in lieu of any and all claims to compensation for the easement and for damages to the value of the lands of the Grantor not encumbered by such easement, if any, which may result by reason of the use to which the Grantee will put the same.

**WITNESS** the following signature and seal:

**THE SCHOOL BOARD OF**
**TAZEWELL COUNTY, VIRGINIA**

BY: _____(SEAL)

TITLE: Superintendent

STATE OF Virginia

COUNTY OF Tazewell

The foregoing instrument was acknowledged before me this 14th day of July, 2025, by Christopher B. Stacy,
(Name of officer or agent)
Division Superintendent, of, **The School Board of Tazewell County, Virginia,** on behalf of the School Board.

My Commission expires 4/30/2026.

Notary Registration No. 266352.

Vicki L. Bailey
Notary Public

VICKI L. BAILEY
NOTARY PUBLIC
REG. #266352
MY COMMISSION EXPIRES
04/30/2026
COMMONWEALTH OF VIRGINIA

**AFFIDAVIT OF AUTHORITY**

I, Christopher B. Stacy, first being duly sworn, do swear or affirm that the following statements are true to the best of my knowledge, information and belief:

1. That the property, depicted in the attached plan sheet or plat, is occupied by

**The School Board of Tazewell County, Virginia**

2. That I am Superintendent of said COMPANY.
3. That I warrant and represent that by virtue of my position I have the full and unrestricted authority to execute all documents binding upon the Business Entity described and to waive or claim any rights to which it may be entitled

_____(SEAL)

Date: 7-23-2025

City/County of Tazewell )
State of Virginia ) to-wit

Subscribed and sworn to before me this 23rd day of July,
2025 by Christopher B. Stacy.

Vicki L. Bailey
Notary Public

My commission expires: 4/30/2026

Registration #: 266352

VICKI L. BAILEY
NOTARY PUBLIC
REG. #266352
MY COMMISSION EXPIRES
04/30/2026
COMMONWEALTH OF VIRGINIA

REV 07/2012

Project No.EN22-143-136, R201
UPC No. 121023
Parcel No. 007

Landowner(s): The School Board of Tazewell County, Virginia
Property Address: 210 Valley Dale St., Bluefield, VA 24605
Landowner(s) Address: 506 Jeffersonville Street, Tazewell, VA 24651
Landowner(s) SSN/TIN:

Name of Bank/Mortgage Co.: _____

Property Address: _____

Property Owner(s)/Mortgagee(s): _____

Loan No.: _____

Lender's Mailing Address: _____

Contact Person at Lender: _____ Phone No.: _____

Are you currently in bankruptcy? (Circle one) Yes (No)

To Whom It May Concern:

The above described property is currently encumbered by an existing mortgage that is held by your institution. We, the undersigned property owners, hereby authorize the Virginia Department of Transportation ("VDOT") and its employees to seek, obtain and review any and all information in your possession or under your control pertaining to the above referenced mortgage.

Please consider this letter as our official request and authorization for you to disclose and provide all requested information (including copies) concerning this mortgage transaction to VDOT as they may request. Copies of this authorization shall be valid as if an original.

**The School Board of Tazewell County, Virginia**

By _____ (SEAL)

Title Superintendent

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF Tazewell

The foregoing instrument was acknowledged before me this 23rd day of July, 2025, by Christopher B. Stacy.

Vicki L. Bailey
Notary Public

Registration Number: 266352

My Commission expires: 4/30/2026

VICKI L. BAILEY
NOTARY PUBLIC
REG. #266352
MY COMMISSION EXPIRES
04/30/2026
COMMONWEALTH OF VIRGINIA

mathspace

# Detailed 7-year blended Tazewell

Tazewell County Public Schools - Tazewell - US-VA
506 Jeffersonville Street
Tazewell, Virginia 24651
United States

James McGee
jimcgee@tcpsva.org
+12769885511 ext 2245

Reference: 20250605-134555408
Quote created: June 5, 2025
Quote expires: August 1, 2025
Quote created by: Jonathan Templin
Head of Sales - North America
jtemplin@mathspace.com.au
+18044852596

**Comments from Jonathan Templin**

7 years of digital access for 2750 students, along with class sets of print textbooks.
Includes an optional AI-powered digital tutor and professional development.

Print teacher editions provided gratis at a rate of 1:75. Additional TEs can be added as required.

## Products & Services

| Item & Description | Quantity | Unit Price | Discount | Total |
|---|---|---|---|---|
| Mathspace Core Complete - Digital License (7 years)<br>Digital student license for Mathspace for 7 years | 1,490 | $84.00 | | $125,160.00<br>for 7 years |
| Milo AI Tutor Chat<br>Unlimited access to Milo AI Tutor chat for tailored help at every step. | 2,750 | $20.00 | | $55,000.00<br>for 7 years |

| Item & Description | Quantity | Unit Price | Discount | Total |
|---|---|---|---|---|
| Professional Development - In Person Full Day<br>One day, up to six hours of customized in person Professional Development with a Mathspace Implementation Specialist. Up to 25 participants | 2 | $2,500.00 | 100% | $0.00<br>after 100% discount |
| Professional Development - Virtual hourly<br>One hour of customized virtual Professional Development with a Mathspace Implementation Specialist | 10 | $300.00 | 100% | $0.00<br>after 100% discount |
| Mathspace Virginia: 6th Grade for 2023 SOLs - Digital + Print Bundle SE<br>Hardcover Student Edition Textbook (6th Grade) and digital student license | 180 | $129.00 | | $23,220.00<br>for 7 years |
| Mathspace Virginia: 7th Grade for 2023 SOLs - Digital + Print Bundle SE<br>Hardcover Student Edition Textbook (7th Grade) and digital student license | 200 | $129.00 | | $25,800.00<br>for 7 years |
| Mathspace Virginia: 8th Grade for 2023 SOLs - Digital + Print Bundle SE<br>Hardcover Student Edition Textbook (8th Grade) and digital student license | 240 | $129.00 | | $30,960.00<br>for 7 years |
| Mathspace Virginia: Algebra 1 for 2023 SOLs - Digital + Print Bundle SE<br>Hardcover Student Edition Textbook (Algebra 1) and digital student license | 180 | $129.00 | | $23,220.00<br>for 7 years |
| Mathspace Virginia: Geometry for 2023 SOLs - Digital + Print Bundle SE<br>Hardcover Student Edition Textbook (Geometry) and digital student license | 180 | $129.00 | | $23,220.00<br>for 7 years |
| Mathspace Virginia: Algebra 2 for 2023 SOLs - Digital + Print Bundle SE<br>Hardcover Student Edition Textbook (Algebra 2) and digital student license | 180 | $129.00 | | $23,220.00<br>for 7 years |

| Item & Description | Quantity | Unit Price | Discount | Total |
|---|---|---|---|---|
| Mathspace Virginia: AFDA for 2023 SOLs - Digital + Print Bundle SE<br>Hardcover Student Edition Textbook (AFDA) and digital student license | 100 | $129.00 | | $12,900.00<br>for 7 years |
| Mathspace Virginia: 6th Grade for 2023 SOLs - Print TE<br>Hardcover Teacher Edition Textbook, aligned to the 2023 6th grade SOLs | 2 | $189.00 | 100% | $0.00<br>after 100% discount |
| Mathspace Virginia: 7th Grade for 2023 SOLs - Print TE<br>Hardcover Teacher Edition Textbook, aligned to the 2023 7th grade SOLs | 2 | $189.00 | 100% | $0.00<br>after 100% discount |
| Mathspace Virginia: 8th Grade for 2023 SOLs - Print TE<br>Hardcover Teacher Edition Textbook, aligned to the 2023 8th grade SOLs | 2 | $189.00 | 100% | $0.00<br>after 100% discount |
| Mathspace Virginia: Algebra 1 for 2023 SOLs - Print TE<br>Hardcover Teacher Edition Textbook, aligned to the 2023 Algebra 1 SOLs | 2 | $189.00 | 100% | $0.00<br>after 100% discount |
| Mathspace Virginia: Geometry for 2023 SOLs - Print TE<br>Hardcover Teacher Edition Textbook, aligned to the 2023 Geometry SOLs | 2 | $189.00 | 100% | $0.00<br>after 100% discount |
| Mathspace Virginia: Algebra 2 for 2023 SOLs - Print TE<br>Hardcover Teacher Edition Textbook, aligned to the 2023 Algebra 2 SOLs | 2 | $189.00 | 100% | $0.00<br>after 100% discount |

| | |
|---|---|
| One-time subtotal | $342,700.00 |
| | after $10 268 00 discount |
| **Total** | **$342,700.00** |

**Contract Details**

Contract Start Date:July 1, 2025
Contract End Date: June 30, 2032

**Purchase terms**

PLEASE FOLLOW ORDER INSTRUCTIONS

1. Make Purchase Order payable to Mathspace Inc.
2. Email Purchase Order and a copy of this quote to accounts@mathspace.co (notify us via email if sending PO via USPS)
3. Upon receipt of Purchase Order, Invoice will be sent to contact via email
4. Please remit payment to the address below to "Mathspace Inc." (Check only):
   Mathspace Inc.
   228 Park Ave. S #15992
   New York, NY 10003-1502

**If you prefer to pay by credit card or ACH, please contact accounts@mathspace.co*
Federal Tax ID #: 35-2505886
Signed W-9 available (Click link)
Signing this agreement subjects the customer to Mathspace's Terms and Conditions and Privacy Policy.

**Questions? Contact me**



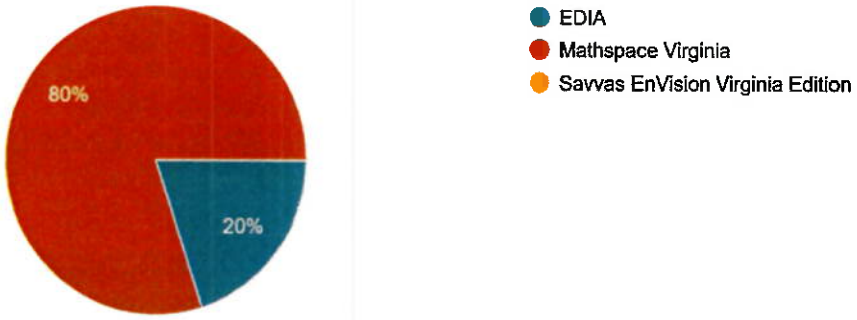
Jonathan Templin
Head of Sales - North America
jtemplin@mathspace.com.au
+18044852596

Mathspace Inc.
228 Park Ave S
#15992
New York, NY
10003
United States

# Grades 6-12 Math Textbook Adoption
# Survey Results

Please choose one

10 responses




## Comments:

**The book's online component is very user-friendly. Both the online component and the physical textbook are aligned with VA standards and consult the CIP pacing guide and curriculum. The book is simple to read and focus on for both students and teachers.**

**Excellent resources, Excellent AI, and excellent teacher support**

**Mathspace provided substantial evidence of the curriculum following the VA SOL's, both in looking at the sample book and the Zoom call on Thursday.**

**I personally feel like that Mathspace and Savvas options are both about equally adequate; however, our department as a whole seemed to have a slight overall stronger preference for the Mathspace. The Mathspace books seem to be unnecessarily large and bulky but if we have the digital option along with classroom sets that should not be an issue. The Savvas has a nice workbook to go with it but the Mathspace book seemed to be a little less busy and easier to focus on and also seemed to have a better selection of practice problems.**

**An online version is more up to date and flexible for our new generation of students.**

**I like that the textbook was aligned to the new SOL and that there is an option to have the online textbook as well as a classroom set of textbooks. The questions that in the textbook are well written and test the standards very well.**

I love it! My favorite feature is that the student gets explanation and correction at the time of the mistake while they are working. I think this will be great for everyone.

Text book is aligned with Virginia Standards, and the digital material made good use of TEI type questions. It is nice that DESMOS is imbedded in the digital book, as well as videos if students need assistance.

Traditional Textbooks are more of a dust collector now. I would prefer to have an online program the students are able to access. This program provides worksheets, tutoring, and activities for the kids. It provides real life problems in Geometry the students can relate to.

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## QUOTE PREPARED FOR:

Tazewell Co School Board
506 JEFFERSONVILLE ST
Tazewell, VA 24651-5396
ACCOUNT NUMBER: 400223

## CONTACT:

## SUBSCRIPTION/DIGITAL CONTACT:

DEBORAH ABEL
dabel@tcpsva.org
(276) 988-5511

## SALES REP INFORMATION:

Valerie Pack
valerie.pack@mheducation.com
(434) 964-9690

| Section Summary | Value of All Materials | Free Materials | Product Subtotal |
|---|---|---|---|
| Grade 6 | $75,385.80 | $0.00 | $75,385.80 |
| Grade 7 | $75,385.80 | $0.00 | $75,385.80 |
| Grade 8 | $77,543.10 | $0.00 | $77,543.10 |
| Grade 9 | $79,800.30 | $0.00 | $79,800.30 |
| Grade 10 | $77,543.10 | $0.00 | $77,543.10 |
| Grade 11 | $78,262.20 | $0.00 | $78,262.20 |
| Grade 12 | $78,262.20 | $0.00 | $78,262.20 |
| Grade 6 | $3,787.29 | ($3,787.29) | $0.00 |
| Grade 7 | $3,787.29 | ($3,787.29) | $0.00 |
| Grade 8 | $3,787.29 | ($3,787.29) | $0.00 |
| Grade 9 | $3,787.29 | ($3,787.29) | $0.00 |
| Grade 10 | $3,787.29 | ($3,787.29) | $0.00 |
| Grade 11 | $3,787.29 | ($3,787.29) | $0.00 |
| Grade 12 | $3,787.29 | ($3,787.29) | $0.00 |
| Professional Development | $6,500.00 | ($6,500.00) | $0.00 |
| PRODUCT TOTAL* | $575,193.53 | ($33,011.03) | $542,182.50 |
| ESTIMATED S&H** | | | $43,374.60 |
| ESTIMATED TAX** | | | $0.00 |
| GRAND TOTAL* | | | $585,557.10 |

* Price firm for 90 days from quote date. Price quote must be attached to school purchase order to receive the quoted price and free materials.

**Shipping and handling charges shown are only estimates. Actual shipping and handling charges will be applied at time of order. Taxes shown are only estimates. If applicable, actual tax charges will be applied at time of order.

Comments:

**PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER**

**SEND ORDER TO:** McGraw Hill LLC | PO Box 182605 | Columbus, OH 43218-2605
Email: orders_mhe@mheducation.com | Phone: 1-800-338-3987 | Fax: 1-800-953-8691

| | | | |
|---|---|---|---|
| QUOTE DATE: | 06/10/2025 | ACCOUNT NAME: Tazewell Co School Board | EXPIRATION DATE:09/08/2025 |
| QUOTE NUMBER: | VPACK-06092025105415-001 | ACCOUNT #: 400223 | PAGE #: 2 |

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| Product Description | ISBN | Qty | Unit Price | Free Materials | Line Subtotal |
|---|---|---|---|---|---|
| **Grade 6** | | | | | |
| STUDYSYNC CORE ELA GRADE 6 HARDCOVER STUDENT READING AND WRITING COMPANION | 978-1-95-053344-2 | 180 | $75.24 | $0.00 | $13,543.20 |
| STUDYSYNC CORE ELA GR6 STDRD UNITIZED SE BNDL 5 YR PRNT DIGTL | 978-0-07-691139-4 | 430 | $143.82 | $0.00 | $61,842.60 |
| | | | **Grade 6 Subtotal:** | **$0.00** | **$75,385.80** |

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QUOTE DATE: 06/10/2025
QUOTE NUMBER: VPACK-06092025105415-001

ACCOUNT NAME: Tazewell Co School Board
ACCOUNT #: 400223

EXPIRATION DATE:09/08/2025

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| Product Description | ISBN | Qty | Unit Price | Free Materials | Line Subtotal |
|---|---|---|---|---|---|
| **Grade 7** | | | | | |
| STUDYSYNC CORE ELA GRADE 7 HARDCOVER STUDENT READING AND WRITING COMPANION | 978-1-95-053345-9 | 180 | $75.24 | $0.00 | $13,543.20 |
| STUDYSYNC CORE ELA GR7 STDRD UNITIZED SE BNDL 5 YR PRNT DIGTL | 978-0-07-691140-0 | 430 | $143.82 | $0.00 | $61,842.60 |
| | | | **Grade 7 Subtotal:** | **$0.00** | **$75,385.80** |

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**SEND ORDER TO:** McGraw Hill LLC | PO Box 182605 | Columbus, OH 43218-2605
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QUOTE DATE: 06/10/2025 ACCOUNT NAME: Tazewell Co School Board EXPIRATION DATE:09/08/2025
QUOTE NUMBER: VPACK-06092025105415-001 ACCOUNT #: 400223 PAGE #: 5

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| Product Description | ISBN | Qty | Unit Price | Free Materials | Line Subtotal |
|---|---|---|---|---|---|
| **Grade 8** | | | | | |
| STUDYSYNC CORE ELA GRADE 8 HARDCOVER STUDENT READING AND WRITING COMPANION | 978-1-95-053346-6 | 180 | $75.24 | $0.00 | $13,543.20 |
| STUDYSYNC CORE ELA GR8 STDRD UNITIZED SE BNDL 5 YR PRNT DIGTL | 978-0-07-691144-8 | 445 | $143.82 | $0.00 | $63,999.90 |
| | | | **Grade 8 Subtotal:** | **$0.00** | **$77,543.10** |

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ACCOUNT NAME: Tazewell Co School Board
ACCOUNT #: 400223

EXPIRATION DATE:09/08/2025

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| Product Description | ISBN | Qty | Unit Price | Free Materials | Line Subtotal |
|---|---|---|---|---|---|
| **Grade 9** | | | | | |
| STUDYSYNC CORE ELA GRADE 9 HARDCOVER STUDENT READING AND WRITING COMPANION | 978-1-95-053347-3 | 210 | $75.24 | $0.00 | $15,800.40 |
| STUDYSYNC CORE ELA GR9 STDRD UNITIZED SE BNDL 5 YR PRNT DIGTL | 978-0-07-691304-6 | 445 | $143.82 | $0.00 | $63,999.90 |
| | | | **Grade 9 Subtotal:** | **$0.00** | **$79,800.30** |

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QUOTE DATE: 06/10/2025 ACCOUNT NAME: Tazewell Co School Board EXPIRATION DATE:09/08/2025
QUOTE NUMBER: VPACK-06092025105415-001 ACCOUNT #: 400223 PAGE #: 7

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| Product Description | ISBN | Qty | Unit Price | Free Materials | Line Subtotal |
|---|---|---|---|---|---|
| **Grade 10** | | | | | |
| STUDYSYNC CORE ELA GRADE 10 HARDCOVER STUDENT READING AND WRITING COMPANION | 978-1-95-053348-0 | 180 | $75.24 | $0.00 | $13,543.20 |
| STUDYSYNC CORE ELA GR10 STDRD UNITIZED SE BNDL 5 YR PRNT DIGTL | 978-0-07-691305-3 | 445 | $143.82 | $0.00 | $63,999.90 |
| | | | **Grade 10 Subtotal:** | **$0.00** | **$77,543.10** |

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QUOTE NUMBER: VPACK-06092025105415-001

ACCOUNT NAME: Tazewell Co School Board
ACCOUNT #: 400223

EXPIRATION DATE:09/08/2025

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| Product Description | ISBN | Qty | Unit Price | Free Materials | Line Subtotal |
|---|---|---|---|---|---|
| **Grade 11** | | | | | |
| STUDYSYNC CORE ELA GRADE 11 HC RDG WRTNG CMPN SINGLE BIND SET | 978-1-26-417936-7 | 180 | $75.24 | $0.00 | $13,543.20 |
| STUDYSYNC CORE ELA GR11 STDRD UNITIZED SE BNDL 5 YR PRNT DIGTL | 978-0-07-691309-1 | 450 | $143.82 | $0.00 | $64,719.00 |
| | | | **Grade 11 Subtotal:** | **$0.00** | **$78,262.20** |

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QUOTE DATE: 06/10/2025 ACCOUNT NAME: Tazewell Co School Board EXPIRATION DATE:09/08/2025
QUOTE NUMBER: VPACK-06092025105415-001 ACCOUNT #: 400223 PAGE #: 9

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| Product Description | ISBN | Qty | Unit Price | Free Materials | Line Subtotal |
|---|---|---|---|---|---|
| **Grade 12** | | | | | |
| STUDYSYNC CORE ELA GRADE 12 HC RDG WRTNG CMPN SINGLE BIND SET | 978-1-26-417918-3 | 180 | $75.24 | $0.00 | $13,543.20 |
| STUDYSYNC CORE ELA GR12 STDRD UNITIZED SE BNDL 5 YR PRNT DIGTL | 978-0-07-691310-7 | 450 | $143.82 | $0.00 | $64,719.00 |
| | | | **Grade 12 Subtotal:** | **$0.00** | **$78,262.20** |

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QUOTE DATE: 06/10/2025
QUOTE NUMBER: VPACK-06092025105415-001

ACCOUNT NAME: Tazewell Co School Board
ACCOUNT #: 400223

EXPIRATION DATE:09/08/2025

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| Product Description | ISBN | Qty | Unit Price | Free Materials | Line Subtotal |
|---|---|---|---|---|---|
| **Teacher Materials** | | | | | |
| | | | **Teacher Materials Subtotal:** | **$0.00** | **$0.00** |

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QUOTE DATE: 06/10/2025 ACCOUNT NAME: Tazewell Co School Board EXPIRATION DATE:09/08/2025

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| Product Description | ISBN | Qty | Unit Price | Free Materials | Line Subtotal |
|---|---|---|---|---|---|
| **Grade 6** | | | | | |
| STUDYSYNC CORE ELA GRADE 6 TEACHER EDITION PACKAGE VOLUMES 1 AND 2 | 978-0-07-703691-1 | 9 | $195.57 | $1,760.13 | *Free Materials |
| STUDYSYNC CORE ELA GRADE 6 UNIT POSTER SET | 978-1-97-012663-1 | 9 | $31.29 | $281.61 | *Free Materials |
| STUDYSYNC CORE ELA GRADE 6 TEACHER ONLINE 5YR SUBSCRIPTION | 978-0-07-691461-6 | 9 | $193.95 | $1,745.55 | *Free Materials |
| | | | **Grade 6 Subtotal:** | **$3,787.29** | **$0.00** |

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QUOTE NUMBER: VPACK-06092025105415-001 ACCOUNT #: 400223 PAGE #: 12

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| Product Description | ISBN | Qty | Unit Price | Free Materials | Line Subtotal |
|---|---|---|---|---|---|
| **Grade 7** | | | | | |
| STUDYSYNC CORE ELA GRADE 7 TEACHER EDITION PACKAGE VOLUMES 1 AND 2 | 978-0-07-703692-8 | 9 | $195.57 | $1,760.13 | *Free Materials |
| STUDYSYNC CORE ELA GRADE 7 UNIT POSTER SET | 978-1-97-012664-8 | 9 | $31.29 | $281.61 | *Free Materials |
| STUDYSYNC CORE ELA GRADE 7 TEACHER ONLINE 5YR SUBSCRIPTION | 978-0-07-691464-7 | 9 | $193.95 | $1,745.55 | *Free Materials |
| | | | **Grade 7 Subtotal:** | **$3,787.29** | **$0.00** |

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ACCOUNT NAME: Tazewell Co School Board
ACCOUNT #: 400223

EXPIRATION DATE:09/08/2025

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| Product Description | ISBN | Qty | Unit Price | Free Materials | Line Subtotal |
|---|---|---|---|---|---|
| **Grade 8** | | | | | |
| STUDYSYNC CORE ELA GRADE 8 TEACHER EDITION PACKAGE VOLUMES 1 AND 2 | 978-0-07-703693-5 | 9 | $195.57 | $1,760.13 | *Free Materials |
| STUDYSYNC CORE ELA GRADE 8 UNIT POSTER SET | 978-1-97-012665-5 | 9 | $31.29 | $281.61 | *Free Materials |
| STUDYSYNC CORE ELA GRADE 8 TEACHER ONLINE 5YR SUBSCRIPTION | 978-0-07-691465-4 | 9 | $193.95 | $1,745.55 | *Free Materials |
| | | | **Grade 8 Subtotal:** | **$3,787.29** | **$0.00** |

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QUOTE DATE: 06/10/2025 ACCOUNT NAME: Tazewell Co School Board EXPIRATION DATE:09/08/2025
QUOTE NUMBER: VPACK-06092025105415-001 ACCOUNT #: 400223 PAGE #: 14

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| Product Description | ISBN | Qty | Unit Price | Free Materials | Line Subtotal |
|---|---|---|---|---|---|
| **Grade 9** | | | | | |
| STUDYSYNC CORE ELA GRADE 9 TEACHER EDITION PACKAGE VOLUMES 1 AND 2 | 978-0-07-703787-1 | 9 | $195.57 | $1,760.13 | *Free Materials |
| STUDYSYNC CORE ELA GRADE 9 UNIT POSTER SET | 978-1-97-012666-2 | 9 | $31.29 | $281.61 | *Free Materials |
| STUDYSYNC CORE ELA GRADE 9 TEACHER ONLINE 5YR SUBSCRIPTION | 978-0-07-691443-2 | 9 | $193.95 | $1,745.55 | *Free Materials |
| | | | **Grade 9 Subtotal:** | **$3,787.29** | **$0.00** |

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QUOTE DATE: 06/10/2025
QUOTE NUMBER: VPACK-06092025105415-001

ACCOUNT NAME: Tazewell Co School Board
ACCOUNT #: 400223

EXPIRATION DATE:09/08/2025

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| Product Description | ISBN | Qty | Unit Price | Free Materials | Line Subtotal |
|---|---|---|---|---|---|
| **Grade 10** | | | | | |
| STUDYSYNC CORE ELA GRADE 10 TEACHER EDITION PACKAGE VOLUMES 1 AND 2 | 978-0-07-703791-8 | 9 | $195.57 | $1,760.13 | *Free Materials |
| STUDYSYNC CORE ELA GRADE 10 UNIT POSTER SET | 978-1-97-012667-9 | 9 | $31.29 | $281.61 | *Free Materials |
| STUDYSYNC CORE ELA GRADE 10 TEACHER ONLINE 5YR SUBSCRIPTION | 978-0-07-691446-3 | 9 | $193.95 | $1,745.55 | *Free Materials |
| | | | **Grade 10 Subtotal:** | **$3,787.29** | **$0.00** |

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**SEND ORDER TO:** McGraw Hill LLC | PO Box 182605 | Columbus, OH 43218-2605
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QUOTE DATE: 06/10/2025 ACCOUNT NAME: Tazewell Co School Board EXPIRATION DATE:09/08/2025
QUOTE NUMBER: VPACK-06092025105415-001 ACCOUNT #: 400223 PAGE #: 16

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| Product Description | ISBN | Qty | Unit Price | Free Materials | Line Subtotal |
|---|---|---|---|---|---|
| **Grade 11** | | | | | |
| STUDYSYNC CORE ELA GRADE 11 TEACHER EDITION PACKAGE VOLUMES 1 AND 2 | 978-0-07-703792-5 | 9 | $195.57 | $1,760.13 | *Free Materials |
| STUDYSYNC CORE ELA GRADE 11 UNIT POSTER SET | 978-1-97-012668-6 | 9 | $31.29 | $281.61 | *Free Materials |
| STUDYSYNC CORE ELA GRADE 11 TEACHER ONLINE 5YR SUBSCRIPTION | 978-0-07-691447-0 | 9 | $193.95 | $1,745.55 | *Free Materials |
| | | | **Grade 11 Subtotal:** | **$3,787.29** | **$0.00** |

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QUOTE NUMBER: VPACK-06092025105415-001

ACCOUNT NAME: Tazewell Co School Board
ACCOUNT #: 400223

EXPIRATION DATE:09/08/2025

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| Product Description | ISBN | Qty | Unit Price | Free Materials | Line Subtotal |
|---|---|---|---|---|---|
| **Grade 12** | | | | | |
| STUDYSYNC CORE ELA GRADE 12 TEACHER EDITION PACKAGE VOLUMES 1 AND 2 | 978-0-07-703796-3 | 9 | $195.57 | $1,760.13 | *Free Materials |
| STUDYSYNC CORE ELA GRADE 12 UNIT POSTER SET | 978-1-97-012669-3 | 9 | $31.29 | $281.61 | *Free Materials |
| STUDYSYNC CORE ELA GRADE 12 TEACHER ONLINE 5YR SUBSCRIPTION | 978-0-07-691451-7 | 9 | $193.95 | $1,745.55 | *Free Materials |
| | | | **Grade 12 Subtotal:** | **$3,787.29** | **$0.00** |

**PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER**

**SEND ORDER TO:** McGraw Hill LLC | PO Box 182605 | Columbus, OH 43218-2605
Email: orders_mhe@mheducation.com | Phone: 1-800-338-3987 | Fax: 1-800-953-8691

QUOTE DATE: 06/10/2025 ACCOUNT NAME: Tazewell Co School Board EXPIRATION DATE:09/08/2025
QUOTE NUMBER: VPACK-06092025105415-001 ACCOUNT #: 400223 PAGE #: 18

Because learning changes everything.®

| Product Description | ISBN | Qty | Unit Price | Free Materials | Line Subtotal |
|---|---|---|---|---|---|
| **Professional Development** | | | | | |
| PROFESSIONAL LEARNING ONSITE DAY 6-12 ELA | 978-1-26-422392-3 | 1 | $3,500.00 | $3,500.00 | *Free Materials |
| PROF LRN ONLINE TRAINING 2 HOUR SESSION GRADES 6-12 ELA | 978-1-26-599302-3 | 2 | $1,500.00 | $3,000.00 | *Free Materials |
| | | | **Professional Development Subtotal:** | **$6,500.00** | **$0.00** |

**PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER**

**SEND ORDER TO:** McGraw Hill LLC | PO Box 182605 | Columbus, OH 43218-2605
Email: orders_mhe@mheducation.com | Phone: 1-800-338-3987 | Fax: 1-800-953-8691

QUOTE DATE: 06/10/2025
QUOTE NUMBER: VPACK-06092025105415-001

ACCOUNT NAME: Tazewell Co School Board
ACCOUNT #: 400223

EXPIRATION DATE:09/08/2025

Because learning changes everything.®

## QUOTE PREPARED FOR:

Tazewell Co School Board
506 JEFFERSONVILLE ST
Tazewell, VA 24651-5396
ACCOUNT NUMBER: 400223

## CONTACT:

| | |
|---|---|
| VALUE OF ALL MATERIALS | $575,193.53 |
| FREE MATERIALS | ($33,011.03) |
| **PRODUCT TOTAL*** | **$542,182.50** |
| ESTIMATED SHIPPING & HANDLING** | $43,374.60 |
| ESTIMATED TAX** | $0.00 |
| **GRAND TOTAL** | **$585,557.10** |

## SUBSCRIPTION/DIGITAL CONTACT:

DEBORAH ABEL
dabel@tcpsva.org
(276) 988-5511

Comments:

* Price firm for 90 days from quote date. Price quote must be attached to school purchase order to receive the quoted price and free materials.

**Shipping and handling charges shown are only estimates. Actual shipping and handling charges will be applied at time of order. Taxes shown are only estimates. If applicable, actual tax charges will be applied at time of order.

Terms of Service:
By placing an order for digital products (the 'Subscribed Materials'), the entity that this price quote has been prepared for ('Subscriber') agrees to be bound by the Terms of Service and any specific provisions required by Subscriber's state law, each located in the applicable links below. Subject to Subscriber's payment of the fees set out above, McGraw Hill LLC hereby grants to Subscriber a non-exclusive, non-transferable license to allow only the number of Authorized Users that corresponds to the quantity of Subscribed Materials set forth above to access and use the Subscribed Materials under the terms described in the Terms of Service and any specific provisions required by Subscriber's state law, each located in the applicable links below. The subscription term for the Subscribed Materials shall be as set forth in the Product Description above. If no subscription term is specified, the initial term shall be one (1) year from the date of this price quote (the 'Initial Subscription Term'), and thereafter the Subscriber shall renew for additional one (1) year terms (each a 'Subscription Renewal Term'), provided MHE has chosen to renew the subscription and has sent an invoice for such Subscription Renewal Term to Subscriber.

Terms Of Service

Provisions required by Subscriber State law

ATTENTION: In our effort to protect our customer's data, we will no longer store credit card data in any manner within in our system. Therefore, as of April 30, 2016 we will no longer accept credit card orders via email, fax, or mail/package delivery. Credit card orders may be placed over the phone by calling the number listed above or via our websites by visiting www.mheducation.com (or www.mhecoast2coast.com).

**School Purchase Order Number:** _____

_____ _____
Name of School Official (Please Print) Signature of School Official

**PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER**

**SEND ORDER TO:** McGraw Hill LLC | PO Box 182605 | Columbus, OH 43218-2605
Email: orders_mhe@mheducation.com | Phone: 1-800-338-3987 | Fax: 1-800-953-8691

# AUA

Tim D. Salyer
9140 Wagner Road
Bristol, VA 24202
423-340-1324
rossct@aol.com

June 16,2025

Dr. Christopher Stacy,

Enclosed you will find the Appalachian Umpires Association (AUA) Baseball/ Softball contract for the year 2026.

At your convenience would you review and sign the enclosed contract. It is important that we get this information out to the school as soon as possible. Once you have signed, please return it to the address listed above. We will then distribute signed contracts to the School Principals.

If you have any questions regarding the contract, please feel free to contact me at any of the resources listed above. Thank you for your time and thank you for what you do for our students.

Sincerely,

Tim D. Salyer
Commissioner/Assignor Appalachian Umpires Association (AUA)

# Agreement between the Appalachian Umpires Association and the Tazewell County School System

**Parties:** The Parties to this agreement are the Appalachian Umpires Association (AUA) and the Tazewell County School System, which include the following schools:

Graham High Richlands High Tazewell High

**Recitals**

WHEREAS, the Parties each have unique roles and responsibilities with regard to the conduct of high school athletic contests, and

WHEREAS, the Parties desire to provide for the consistent administration of athletic contest as set forth by the Virginia High School League and the National Federation of High Schools

Now, therefore, in consideration of the mutual covenants and promises contained herein the Parties, intending to be legally bound, hereby agree as follows:

1. **Term of Agreement:** This Agreement shall be in effect from July 1, 2025 to June 30, 2026. Any part of this Agreement may be modified, and upon mutual agreement, in writing, by the Appalachian Umpires Association (AUA) and the above school district.

2. **Service Area:** The services provided by the AUA, includes all Junior Varsity and Varsity sports which are provided at the above schools, unless, otherwise noted within this Agreement. Only AUA/VHSL registered officials are eligible to officiate scheduled contests. School representatives do not have the authority to solicit officials directly for contest. All assignments must be made by and through the AUA Assignor. Schools are asked to work with the Assignor, in regard to the use of newer officials for sub-varsity contest. The AUA feels that this can be an excellent training tool for these newer officials, which in turn can help fill the needs of the association in the future.

3. **Officials Qualifications** Officials must be registered with the Virginia High School League for the sport of baseball and/or Softball and must be a member of the AUA as defined in the AUA By-Laws.

4. **Necessary Information:** The attachments collectively (Exhibit A) list information pertinent:
    a. Assignors Contact Information and Assigning Fee
    b. Date that schedule must be submitted to that assignor
    c. Number of officials assigned to the contest
    d. Type of contest(s) and the required payment

5. **Exempting Officials:** Each school, can request not to have particular officials officiate any of their contests in that particular sport. This may include home and/or away contests. To exempt an official, the school must send a letter or email and or a text to the Assignor, signed by the principal of the school. This letter should be on a school letterhead and should specifically name the official, and the school year for the requested exemption and a brief description of the reason for the sport of baseball and or softball. Exemptions will be honored for regular season and post season. Exemptions must be submitted by 02/1/2026.

6. **Payment of Service:** Payment of the said services shall be made in a timely manner which should not exceed 45 days.

7. **Cancellation/Postponements:** If for any reason a school needs to postpone a contest they must notify the Assignor as soon as possible. If the cancellation is made the day of contest, the school(s) are required to make a reasonable effort to contact each game official via by text, by phone and by email. In the event an official has not been notified and arrives at the school after the contest has been canceled or postponed the official is entitled to half a game fee.

8. **No Show Penalty:** If a confirmed contest cannot be played due to the lack of assigned officials not showing up due to the failure AUA Assignor, the school can petition the AUA Board to consider a monetary penalty of all game fees related to the contest in question. A representative of the school system should attend an AUA Board meeting and are to provide the board with an itemized list of alleged damages that were dispersed due to the failure of an official to appear at a contest.

9 **Individual School responsibilities:**

i. Provide the names, email addresses and telephone numbers (including cell phone numbers) of the Athletic Administrator (Athletic Director) to the Assignor for softball and baseball. All this information is on the Arbiter website, but will need to be verified by each school.

ii. Provide schedules as set forth in this agreement. The due dates are provided in the "**Necessary Information:" (Exhibit A)** of this agreement.

iii. Provide schedule changes in writing specifically showing the schedule change (not just another complete schedule), after confirming availability of officials with the Assignor. The AUA assignor requests that each Athletic Director daily confirm that the upcoming games are on the arbiter schedule and assigned, for your school.

iv. Athletic Administrator (or designee) should have a security plan in place that will maintain a safe environment before, during and after any contest.

**Association/AUA Board**

i. Provide schools with the names, email addresses and telephone numbers (including cell phone numbers) of all officials and an up-to-date list of AUA board members. All this information is on the Arbiter website.
ii. Confirm coverage of contest through the appropriate software (Arbiter)
iii. Adhere to all conditions as set forth and outlined by the AUA Board and the VHSL.

**10 General Provisions**

a. Any other matter not covered in this agreement should be attempted to be resolved by the AUA Board and a School Representative. In any event, the remainder of this agreement shall remain in effect.
b. Nothing in this agreement shall interfere with the independent judgement and discretion of officials assigned to any given contest.

Signatures

Superintendent of Schools or Designee — Date 7/16/25

President of the Appalachian Umpires Association — Date

# Appalachian Baseball/Softball Umpires Association
## 2026 Pay Scale

Tim Salyer
9140 Wagner Road
Bristol, Va. 24202
423-340-1324
rossct@aol.com

Due Date for Schedule February 6,2026

Commissioner Fee $210.00 (Varsity BB $70.00, Varsity SB $70.00, JV BB/SB $70.00)

Travel for Scrimmage: $45 per official
(paid to officials working for a maximum of 2 hours or one 7 inning game)

| | |
|---|---|
| Number of officials for any regular season* | 2 |
| Pay per Umpire for any scheduled game | $100.00 |
| Pay per umpire of 2 scheduled games | |
| (2 five innings) | $140.00 |
| (1 five inning 1 seven) | $150.00 |
| (2 seven innings) | $160.00 |

This may include JV/Varsity, Varsity/Varsity, etc.
Note: Game fee should not be prorated due to darkness or run rule

| | |
|---|---|
| Pay per umpire for 3 scheduled games | $185.00 |

| | |
|---|---|
| Number of officials for District Softball games | 2 or 3 |
| Number of officials for District Baseball games | 3 or 4 |
| Number of officials for Regional Softball games | 3 |
| Number of officials for Regional Baseball games | 4 |
| Pay per umpire for District Games | $105.00 |
| Pay per umpire for Regional Games | $110.00 |

Post-Season Games involving 4 different teams will require a crew for each contest.

Games fee for state Quarter finals, Semi-finals, and Finals will be arranged through the VHSL.

*Commissioner can work with school to only have 1 official for a sub-varsity contest and the pay will be 1.5 the above pay schedule. This assignment will be made by the Commissioner on an as need basis.

Initials of Superintendent/Designee _____

# Agreement between the Southwest Virginia Wrestling Officials Association and the Tazewell County School System

**Parties:** The Parties to this agreement are the Southwest Virginia Wrestling Officials Association (SVWOA) and the Tazewell County School System, which include the following schools:

**Graham High  Richlands High  Tazewell High**

**Recitals :**

WHEREAS, the Parties each have unique roles and responsibilities with regard to the conduct of high school athletic contests, and;

WHEREAS, the Parties desire to provide for the consistent administration of athletic contest as set forth by the Virginia High School League and the National Federation of High Schools

Now, therefore, in consideration of the mutual covenants and promises contained herein the Parties, intending to be legally bound, hereby agree as follows:

1. **Term of Agreement :**

   This Agreement shall be in effect from July 1, 2025, to June 30, 2027. Any part of this Agreement may be modified, and upon mutual agreement, in writing, by the Southwest Virginia Wrestling Officials Association (SVWOA) and the above school district.

2. **Service Area :**

   The services provided by the SVWOA, includes all Varsity and Sub-Varsity Wrestling contests. Only SVWOA registered officials are eligible to officiate scheduled contests. School representatives do not have the authority to solicit officials directly for contests. All assignments must be made by the SVWOA Commissioner. The Schools are asked to work with the Commissioner in regard to the use of newer officials for Sub-Varsity Wrestling contests. The SVWOA feels that this can be an excellent training tool for these newer officials, which in turn can help fill the needs of the association in the future.

3. **Official Qualifications :**

   Officials must be registered with the Virginia High School League for the sport of wrestling and must be a member of the SVWOA as defined in the SVWOA By-Laws.

**4. Necessary Information by Sport :**

The attachments collectively (Exhibit A) list information pertinent:

a. Commissioner Contact Information and Assigning Fee
b. Date that schedule must be submitted to that commissioner
c. Number of officials assigned to the contest
d. Type of contest(s) and the required payment

The attachments collectively (Exhibits B, C, and D) lists Officials Pay Sheet information to be turned into the school administrator the day of the scheduled event.

**5. Exempting Officials :**

Each school can request not to have one particular (1) official not to officiate their home contests in the sport of wrestling. To exempt an official, the school must send a letter to the Commissioner, signed by the principal of the school. This letter should be on a school letterhead and should specifically name the official and the school year for the requested exemption and a brief description of the reason for the sport of wrestling. Exemptions will be honored for the regular season.

**6. Payment of Service :**

Payment of the said services shall be made in a timely manner which should not exceed 45 days.

**7. Cancellation/Postponements :**

If for any reason a school needs to postpone/cancel a contest they must notify the Commissioner as soon as possible. If the cancellation is made the day of the contest, the school(s) are required to make a reasonable effort to contact the Commissioner or each match official(s), using the Arbiter website or by phone. In the event an official arrives at school after the contest has been canceled or postponed and notification wasn't made to the Commissioner or the scheduled official(s) the official(s) will be entitled to the equivalent of a dual match fee of $90.00.

**8. No Show Penalty :**

If a confirmed contest cannot be played due to the assigned official(s) not showing up due to the failure of the SVWOA Commissioner, the school can petition the SVWOA Board to consider a monetary penalty of all match fees related to the contest in question. A representative of the school system should attend the SVWOA Board meeting and provide the board with an itemized list of alleged damages that were dispersed due to the failure of an official to appear at a contest.

## 9. Individual School responsibilities :

**i.** Provide the names, email addresses and telephone numbers (including cell phone numbers) of the Athletic Administrator (Athletic Director) to the Commissioner. All this information is on the Arbiter website, but will need to be verified by each school.

**ii.** Provide schedules as set forth in this agreement. The due dates are provided in the "**Necessary Information by Sport:" (Exhibit A)** of this agreement.

**iii.** Provide schedule changes in writing specifically showing the schedule change (not just another complete schedule), after confirming availability of officials with the Commissioner. The SVWOA Commissioner requests that each Athletic Director confirm weekly that the upcoming matches are on the Arbiter website schedule and have officials assigned to your school.

**iv.** The Athletic Administrator (or designee) will meet the official(s) upon arrival at the site, and be available throughout the contest. Contest Management should not be an individual who has coaching responsibilities for the contest.

**v.** Athletic Administrator (or designee) should have a security plan in place that will maintain a safe environment before, during and after any contest.

**vi.** Provide adequate dressing facilities.

## 10. Association/SVWOA Board :

**i.** Provide schools with the names, email addresses and telephone numbers (including cell phone numbers) of all officials and an up-to-date list of SVWOA board members. All this information is on the Arbiter website.

**ii.** Confirm coverage of contest through the appropriate software (Arbiter).

**iii.** Adhere to all conditions as set forth and outlined by the SVWOA Board and the VHSL.

## 11. General Provisions :

**i.** Any other matter not covered in this agreement should be attempted to be resolved by the SVWOA Board and a School Representative. In any event, the remainder of this agreement shall remain in effect.

**ii.** Nothing in this agreement shall interfere with the independent judgement and discretion of officials assigned to any given contest.

**Signatures :**

B. Irene Mullins — 07-14-25

Chairperson of the School Board — Date

[signature] — 7/16/25

Superintendent of Schools — Date

[signature] — 6/23/25

Chairperson of the Southwest Virginia Wrestling Officials Association — Date

EXHIBIT A CONTINUED

**Number of Officials and Pay for regular season matches:**

Dual Match (2-teams) 1 Official $90.00
Tri Match (3-teams) 1 Official $170.00
Quad Match (4-teams) 2 Officials $170.00 each
Quad Match (4-teams) 1 Official $340.00
Super Quad Match (5-teams) 2 Official $280.00

**Pay for regular season Dual Tournaments:**

One (1) Dual Round $90.00 per Official
Two (2) Dual Rounds $125.00 per Official
Three (3) Dual Rounds $170.00 per Official
Each additional Round after three (3) $55.00 per Official

**Pay for regular season Individual Bracketed Tournaments:**

The Individual Bracketed Tournament fees will be based off the number of Championship Rounds wrestled during the Tournament. The rate will be $100,00 per Championship Round per Official.

One (1) Championship Round $100.00 per Official
Two (2) Championship Round $200.00 per Official
Three (3) Championship Round $300.00 per Official
Four (4) Championship Round $400.00 per Official
Five (5) Championship Round $500.00 per Official
Any additional Rounds will be a continuation of the above rate.

**Mileage for 2025/26 :**

1. If an official travels 30-60 miles one way, they will receive an additional $10.00.
2. If an official travels more than 60 miles one way, they will receive an additional $20.00.
3. If an official travels less than 30 miles one way, they will receive no additional pay.

**Note : The assigner will make every effort to assign local officials who are within a 30-mile radius of the school to help eliminate the travel fee for the school, but occasionally this may not be avoided due to lack of officials and schedules.**

EXHIBIT A

**Southwest Virginia Wrestling Officials Association (SVWOA)**
**Contract for Wrestling Contest**
**School year: 2023/2024 and 2024/2025**

**Board Members :**

David Scammell, Commissioner

Rick Boyd, Officials Representative

Bill Gibson, Secretary/Treasurer

Board Members: Michael Elswick, Brett St. Clair, and Will Anders

Due Date for Schedule to Commissioner : **November 1, 2025**

A late penalty fee of **$25.00** will be imposed if not received by **11-1-25.** An Additional late penalty fee of **$50.00** will be imposed if not received by **11-15-25.** If schedules are not received by **12-1-25**, no officials will be assigned to your events.

Commissioner's Assigning Fee: **$80.00** for assigning Varsity Wrestling

Schedules emailed to and Checks made out to :

David Scammell
1372 Copper Road
Cleveland, VA. 24225
coachscammell@yahoo.com
276-608-9909

**Pay for Regular Season events and Post-Season Tournaments:**

The following factors are used to determine the proper number of officials to be assigned. The number of teams and the number of mats being used for an event. The SVWOA will require three (3) Officials per two (2) mats being used for Tournaments. In addition, the VHSL requires 2-man mechanics (referee and assistant referee) to be used for all District, Regional and State Tournaments. Furthermore, the SVWOA will require 2-man mechanics (referee and assistant referee) for all semi-final matches, consolation semi-finals, as well as all placement matches. In Regional and Substate Tournaments that are shared with other associations (Example: Roanoke) fees are based on that association's pay scale since the SVWOA will not do an equal amount of work for less pay.

**EXHIBIT B**

# WRESTLING OFFICIAL PAY FORM

DATE: _____

**OFFICIAL INFORMATION:**

NAME: _____

ADDRESS: _____

CITY: _____

STATE: _____ ZIP: _____

**FEES:**

DUAL MATCH 1 OFFICIAL: **$90.00**

TRI MATCH 1 OFFICIAL: **$170.00**

QUAD MATCH 2 OFFICIALS: **$170.00** EACH OFFICIAL

QUAD MATCH 1 OFFICIAL: **$320.00**

SUPER QUAD MATCH 2 OFFICIALS: **$280.00**

**MILEAGE:**

1. If an official travels 30-60 miles one way, they will receive an additional **$10.00**.
2. If an official travels more than 60 miles one way, they will receive an additional **$20.00**.
3. If an official travels less than 30 miles one way, no additional fee will be paid.

**EXHIBITION MATCHES:**

First **5** free, then **$5.00** each up to **13**, then a match fee of **$90.00** for **14** or more matches.

Initials of School Board Chairperson:

**AMOUNT DUE FOR MATCH:** _____

**MILEAGE DUE:** _____

**TOTAL:** _____

**EXHIBIT C**

# WRESTLING OFFICIAL INDIVIDUAL BRACKET TOURNAMENT PAY FORM

DATE: _____

**OFFICIAL INFORMATION:**

NAME: _____

ADDRESS: _____

CITY: _____

STATE: _____ ZIP: _____

**FEES:**

**$100.00** PER CHAMPIONSHIP ROUND PER OFFICIAL:

1 ROUND: **$100.00** per Official

2 ROUNDS: **$200.00** per Official

3 ROUNDS: **$300.00** per Official

4 ROUNDS: **$400.00** per Official

5 ROUNDS: **$500.00** per Official

ANY ADDITIONAL ROUNDS WILL BE A CONTINUATION OF THE ABOVE RATE.

CHAMPIONSHIP ROUNDS FOR TOURNAMENT: _____

TOTAL: _____

**EXHIBIT D**

# WRESTLING OFFICIAL DUAL TOURNAMENT PAY FORM

DATE: _____

**OFFICIAL INFORMATION:**

NAME: _____

ADDRESS: _____

CITY: _____

STATE: _____ ZIP: _____

**FEES:**

1 - ROUND: **$90.00** PER OFFICIAL

2 - ROUNDS: **$125.00** PER OFFICIAL

3 - ROUNDS: **$170.00** PER OFFICIAL

EACH ADDITIONAL ROUND AFTER 3 ROUNDS: **$55.00** PER OFFICIAL

**DUAL ROUNDS FOR TOURNAMENT:** _____

**TOTAL:** _____

**INITIAL APPROVING EXHIBITS A/B/C/D :**

Initials of School Board Chairperson: _____

Initials of Superintendent/Designee: _____

SVWOA Commissioner: _____

# KC HOME DÉCOR, LLC

UEI: VX1GLR6MJ587 CAGECODE: 0QT78 PRIMARYNAICS: 337920

BLIND/SHADE/SHUTTER/DRAPERY
A SMALL DISVANTAGED, MINORITY-OWNED BUSINESS, PHONE: (703) 420-2879, CELL: (703) 994-8897,
FAX: (703) 543-0775, EMAIL: KCHOMEDECORLLC@GMAIL.COM

PROPOSED FOR:

TCPS0625-Window Blinds for TIS

506 Jeffersonville Street Tazewell, VA 24651 (276) 988-5511

## OVERVIEW

KC Home Décor, LLC is pleased to submit a proposal for purchasing a minimum of 83 fire-rated white roller window blinds for the newly installed windows at Tazewell Intermediate School. We are a window treatment expert with over 20 years of experience providing custom fabrication, measurement, installation, and maintenance services for all types of window treatments including blinds, shutters, and draperies. We have a proven excellent performance history of delivering tailored solutions for both residential, commercial, and local/state government spaces.

Submitting to: Cynthia Hurley, Finance Director, at clhurley@tcpsva.org or 276-988-5511

## Proposal Contents:

1. Cover Letter/Overview
2. Credentials of Project Team
3. Rates/Fees/Expenses
4. Management skills and Technical Experience
5. Prior Claims
6. Project Methodology and Quality Control
7. Capability of Timely Response
8. References
9. Conflict of Interest Disclosure
10. Exhibit 1 – Offeror Information
11. Exhibit 2 – Reference List
12. Exhibit 3 – Offeror's Non-Solicitation Non-Kickback Certification
13. Exhibit 4 – Offeror's Eligibility Certification

## 2. Credentials of Project Team:

Our project team has over 20 years of experience in the window treatment industry, and we have a proven track record of delivering tailored solutions for both residential and commercial spaces. Each team member has master experience with a comprehensive range of custom window treatments including blinds, shades, shutters, and draperies and ensuring that every project meets the client's specific design and functional requirements. Our skilled team of professionals ensures precise measurement, flawless installation, and reliable maintenance services. We prioritize customer satisfaction by providing competitive pricing without compromising quality. We are proud of no complaints and no claims in our entire business experience over 20 years. The team technicians are listed as below:

1. Kwang C. Lee (Owner, Technician), 9211 Matthew Dr. Manassas Park, VA 20111, (703) 994-8897
2. Joon Hyung Lee (Technician), 13509 Lavender Mist Ln, Centreville, VA 20120, (571) 216-6613
3. Dang Ro Lee (Technician), 3374 Nadia Loop, Woodbridge, VA 22193, (703) 209-4764

## 3. Rates/Fees/Expenses:

1. Hourly Rate for each team member:
    a. $70.00 per hour for 24 hours in total for work during 3 business days.
    b. In total, $70.00 x 24 hours x 3 technicians = $5,040.00
2. Blinds:
    a. Total blinds (supplies): $29,870.00
3. Total:
    a. $5,040.00 + $29,870.00 = **$34,910.00**

## 4. Management Skills and Technical Experience:

Our experienced team carefully oversees the scheduling and resource allocation for all projects. We use a structured project management system to track progress, coordinate timelines, and prevent conflicts between overlapping tasks. If multiple projects require attention simultaneously, we adjust our team's workload and assign additional resources as needed to maintain efficiency and quality. Frequent and open communication among team members and subcontractors ensures that each project progresses according to schedule without compromising quality or attention to detail. Our structured approach allows us to handle multiple projects at the same time while maintaining the high standards that KC Home Décor, LLC is known for over clients and industry.

## 5. Prior Claims:

We have not encountered any major issues or claims with our projects. There have been occasional delays in shipping due to factors beyond our control. However, we always monitor delivery schedules closely and ensure that once the products arrive, our team promptly completes the installation without delay. Our goal is to minimize any inconvenience to our clients and ensure smooth and timely project completion complying with clients' requirements.

## 6. Project Methodology and Quality Control:

Quality is not just a goal but it's our standard. We achieve this by using premium-grade materials that are durable and aesthetically pleasing, applying the latest industry trends and energy efficient solutions to enhance functionality and style, and ensuring that each project meets strict performance and safety guidelines. Our team conducts through inspections at each stage of the project following a strict quality control process. We provide expert installation by our skilled professionals to guarantee a flawless finish. We guarantee that the final product meets both our internal standards and clients' expectations and satisfaction.

## 7. Capability of Timely Response:

We understand that some projects require quick turnaround times and responses and are fully prepared to accommodate urgent responses to requests. We ensure that all team members oversee all aspects of projects to provide high-quality standards and project timelines. Our capability of timely response has been conducted to maintain consistency and reliability throughout all projects with our clients.

## 8. References:

1. Hyun Park, Gotcha Covered, (240) 200-4994 and (703) 798-1363, hyun.park@gotchacovered.com
2. Sandy McKowen, Blind Express, (770) 664-1688 and (478) 542-3351, sguest@blindexpress.net

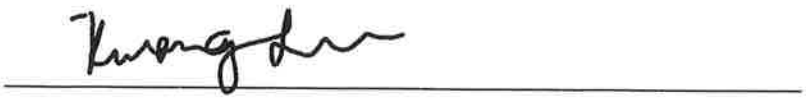
## 9. Conflict of Interest Disclosure:

1. Kwang C. Lee (Owner, Technician), 9211 Matthew Dr. Manassas Park, VA 20111, (703) 994-8897
2. Joon Hyung Lee (Technician), 13509 Lavender Mist Ln, Centreville, VA 20120, (571) 216-6613
3. Dang Ro Lee (Technician), 3374 Nadia Loop, Woodbridge, VA 22193, (703) 209-4764
4. Gi Seul Kang (Manager and spouse of the owner, Kwang C. Lee), 9211 Matthew Dr. Manassas Park, VA 20111, (703) 585-3375

5. Erin Grace Lee (office clerk), 9211 Matthew Dr. Manassas Park, VA 20111, (703) 489-3368

EXHIBIT 1

**OFFEROR INFORMATION**

| | |
|---|---|
| RFP No.: | TCPS0625-Window Blinds for TIS |
| Offeror Name: | KC Home Décor, LLC |
| Offeror Address: | 8635 Phoenix Dr.<br>Manassas, VA 20110-5243 |
| Telephone: | (703) 994-8897 |
| Email: | KChomedecorLLC@gmail.com |
| VA SCC Identifier No.: | S4776995 |
| Distance (in miles) from 506 Jeffersonville Street Tazewell, VA 24651: | We will be staying at Comfort Inn, located at 38769 Gov George C. Peery Hwy, Bluefield, VA 24605 while work is being performed and completed, 14 miles from TIS (16-minute drive). |
| Name & Title of Offeror Representative Submitting Proposal: | Kwang C. Lee, Owner |
| Signature: |  |
| Date: | June 18, 2025 |

## EXHIBIT 2

**REFERENCE LIST**

The offeror is required to state and describe in the space provided below the work of a character similar to that sought to be procured in the RFP has been previously performed, and to give references and full contact information and such other information as will enable TCPS to evaluate the responsibility, experience, skill and financial standing of the offeror. Proposals from offerors lacking substantial and credible experience in the particular type of work sought to be procured under the RFP will not be considered.

1. **Salon Loft** on June 3, 2025 – we removed the old window treatments and installed roller shades at 3001 Washington Blvd., Arlington, VA 22201

2. **Olive Garden** on March 6, 2025 – we removed the old window treatments and installed roller shades at 3548 Jefferson St. Falls Church, VA 22401

3. **Starbucks** on March 5, 2025 – we removed the old window treatments and installed roller shades at 9642 Liberia Ave, Manassas, VA 20110

4. **Starbucks** on February 20, 2025 – we removed the old window treatments and installed roller shades at 8408-A Old Keene Mill Rd, Springfield, VA 22152

5. **Maggiano's Italian Restaurant** – we removed the old window treatments and installed roller shades at 6500 Springfield Mall, Springfield, VA 22150

6. **Chili's** on December 23, 2024 – we removed the old window treatments and installed blinds at 1030 Stafford Market Pl., Stafford, VA 22556

7. **Longhorn Steakhouse** on December 11, 2024 – we removed the old window treatments and installed blinds at 13237 Worth Ave., Woodbridge, VA 22192

8. **Horton-Arms School** on December 23, 2022 – we removed the old window treatments and installed 40 roller shades on metal frame for tall windows over 12 ft tall. The total project took place about 8 hours per day with two (2) technicians. The school was built in 1901, so other interested companies gave up during the site visit for many challenging issues with the old structure of the school. However, we successfully completed the project with an outstanding performance rating. Address: 7303 River Rd., Bethesda, MD 20817. Point of Contact: Hyun Park, (240) 200-4994, (703) 798-1363, hyun.park@gotchacovered.com

EXHIBIT 3

**OFFEROR' S NON-SOLICITATION NON-KICKBACK CERTIFICATION**

The undersigned offeror, by and through the offeror's duly authorized agent that executes this Certification below, hereby certifies on a continuing basis that if the contract is awarded to offeror, that no member of the School Board of Tazewell County, Virginia, or other member of any elected governing body of Tazewell County, Virginia, or any member of their respective immediate families, including spouse, parents, or children, or any person representing or purporting to represent any member of any elected governing body of Tazewell County, Virginia, has received or has been promised, directly or indirectly, any financial benefit, by way of gift, kickback, fee, commission, finder's fee, political contribution, or any similar form of remuneration on account of the acts of awarding and/or executing the contract.

Signature: 

Name: Kwang C. Lee

Title: Owner and Manager

Offeror Name: KC Home Décor, LLC

Date: June 18, 2025

EXHIBIT 4

**OFFEROR' S ELIGIBILITY CERTIFICATION**

The undersigned offeror, by and through the offeror's duly authorized agent that executes this Certification below, hereby certifies the following on a continuing basis with respect to its proposal and any contract that may be awarded:

(i) Neither offeror nor any officer, director or owner thereof has had judgments entered against said entity or individual within the past ten years for the breach of contracts for governmental or nongovernmental construction, including, but not limited to, design-build or construction management;

(ii) Neither offeror not any officer, director, owner, project manager, procurement manager or chief financial official thereof has been convicted within the past ten years of a crime related to governmental or nongovernmental construction or contracting, including, but not limited to, a violation of (i) Article 6 (§ 2.2-4367 *et seq.*) of this chapter, (ii) the Virginia Governmental Frauds Act (§ 18.2-498.1 *et seq.*), (iii) Chapter 4.2 (§ 59.1-68.6 *et seq.*) of Title 59.1, or (iv) any substantially similar law of the United States or another state; and

(iii) Neither offeror nor any officer, director, or owner thereof is currently debarred pursuant to an established debarment procedure from bidding or contracting by any public body or agency of any state or the federal government.

Signature: 

Name: Kwang C. Lee

Title: Owner

Offeror Name: KC Home Décor, LLC

Date: June 18, 2025

We look forward to working with you and supporting your requirement for the fire-rated white roller window blinds for the newly installed windows at Tazewell Intermediate School.

Should you have any questions or concerns, please contact kchomedecorllc@gmail.com or by phone (703) 994-8897.

Thank you for your consideration and opportunity.

Kwang C. Lee
KC Home Décor, LLC

Address: 8635 Phoenix Dr. Manassas, VA 22110

# Features

## Fabric Styles and Information: Solar Shade Fabrics

| Style Name | Openness | UV Blockage | Fabric Composition | Fabric Width (inches) | GREENGUARD® Certified | anti-microbial | anti-fungal | FR Rated | Can Be Turned Width for Height | Color Numbers | Can Be Seamed | Sealed Hembar Option |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Standard Weave 1% | 1% | 99% | 21% Polyester/ 79% Vinyl on Polyester 24% Polyester/ 76% Vinyl on Polyester 25% Polyester/ 75% Vinyl on Polyester | 124 | • | • | • | • | • | 47907, 47906, 47905 47901, 47900 47902, 47903, 47904 | • | • |
| Standard Weave 3% | 3% | 97% | 18% Polyester/ 82% Vinyl on Polyester 21% Polyester/ 79% Vinyl on Polyester 24% Polyester/ 76% Vinyl on Polyester | 124 | • | • | • | • | • | 48202, 48203, 48204 48207, 48206, 48205 48201, 48200 | • | • |
| Standard Weave 5% | 5% | 95% | 16% Polyester/ 84% Vinyl on Polyester 21% Polyester/ 79% Vinyl on Polyester 24% Polyester/ 76% Vinyl on Polyester | 124 | • | • | • | • | • | 48302, 48303, 48304 48307, 48306, 48305 48301, 48300 | • | • |
| Standard Weave 10% | 10% | 90% | 16% Polyester/ 84% Vinyl on Polyester 21% Polyester/ 79% Vinyl on Polyester 24% Polyester/ 76% Vinyl on Polyester | 118 | • | • | • | • | • | 48402, 48403, 48404 48407, 48406, 48405 48401, 48400 | • | • |
| Steel House | 5% | 92% | 70% PVC/ 30% Polyester | 98 | • | | | • | | All colors | | |
| Tableaux | 1% | 99% | 23% Polyester/ 77% PVC | 98 | • | • | • | • | | All colors | • | • |
| Unison | 5% | 95% | 100% Polyester | 114" | • | • | • | • | | All colors | | |
| Vanguard 1% | 1% | 99% | 21% Polyester/ 79% Vinyl on Polyester 24% Polyester/ 76% Vinyl on Polyester 25% Polyester/ 75% Vinyl on Polyester | 124 | • | • | • | • | • | 47914, 47912, 47917, 47913, 47918 47909, 47915, 47911, 47919 47910 | • | • |
| Vanguard 3% | 3% | 97% | 18% Polyester/ 82% Vinyl on Polyester 21% Polyester/ 79% Vinyl on Polyester 24% Polyester/ 76% Vinyl on Polyester | 124 | • | • | • | • | • | 48210 48214, 48212, 48217, 48213, 48218 48209, 48215, 48211, 48216 | • | • |
| Vanguard 5% | 5% | 95% | 16% Polyester/ 84% Vinyl on Polyester 21% Polyester/ 79% Vinyl on Polyester 24% Polyester/ 76% Vinyl on Polyester | 124 | • | • | • | • | • | 48310 48314, 48312, 48317, 48313, 48318 48309, 48315, 48311, 48316 | • | • |

# Features

## Fabric Recommendations

Order all shades for the same room at the same time to ensure color consistency and minimize dye lot variation.

When displaying multiple shades in the same room, we recommend all shades be ordered with the same fabric orientation for a consistent look.

## Fabric Disclaimers

Due to the nature of the weaving process, some imperfections in the weave are normal.

**NOTE:** Select roller weaves may have "pinpricks" of light showing through.

Roll direction cannot be reversed after a shade is ordered.

Fabric appearance can vary based on changing light conditions in the room.

## Fabric Width

The fabric width is narrower than the finished shade width of the tube and its components.

## Light Gap

| Control Type | Light Gap per Side (inches) |
|---|---|
| UltraLite Cordless Lift | ⅜ |
| UltraLite Cordless Lift with Cassette | ½ |
| UltraLite Cordless Lift with Contour Valance | ⅜ |
| UltraLite Cordless Lift with Fascia | ½ |
| UltraLite Cordless Lift with Flat Valance | ⅜ |
| UltraLite Dual Lift or Enclosed Loop UltraLite Dual Lift | ½ |
| UltraLite Dual Lift or Enclosed Loop UltraLite Dual Lift with Cassette | ⅝ |
| UltraLite Dual Lift or Enclosed Loop UltraLite Dual Lift with Contour Valance | ½ |
| UltraLite Dual Lift or Enclosed Loop UltraLite Dual Lift with Fascia | ⅝ |
| UltraLite Dual Lift or Enclosed Loop UltraLite Dual Lift with Flat Valance | ½ |
| Enclosed Loop Lift or Continuous-Loop Lift | ⅛ to ⅜ |
| Enclosed Loop Lift or Continuous Loop Lift with Contour Valance | ⅛ to ⅜ |
| Enclosed Loop Lift or Continuous-Loop Lift with Flat Valance | ⅜ to ⅝ |
| Enclosed Loop Lift or Continuous Loop Lift with Fascia | ⅛ to ⅜ |
| Enclosed Loop Lift or Continuous-Loop Lift with Cassette | ⅝ to 1⅜ |
| Dual Shade or Enclosed Loop Dual Shade Lift | ⅜ to ⅝ |
| Dual Shade or Enclosed Loop Dual Shade with Cassette | ⅝ to ⅞ |
| Cordless Lift | ⅛ to ⅜ |
| Cordless Lift with Contour Valance | ⅜ to ⅝ |
| Cordless Lift with Flat Valance | ⅛ to ⅜ |
| Cordless Lift with Cassette | ⅜ to ⅞ |
| Smart Pull Lift | ⅛ to ⅜ |
| Smart Pull Lift with Contour Valance | ⅜ to ⅝ |
| Smart Pull with Flat Valance | ⅛ to ⅜ |
| Smart Pull Lift with Cassette | ⅝ to 1 |

## Cleaning and Care Information

**Roller shade fabrics** are virtually maintenance free. If the shade is dusty, simply vacuum over it using an upholstery attachment. A dusting cloth can also be used to gently remove dust. Shades may also be gently wiped with a clean damp cloth. Allow the shade to dry completely before raising. Do **NOT** completely immerse.

**Solar shade fabrics** are virtually maintenance free. Only periodic vacuuming and an occasional cleaning using a mild detergent, soft brushing, and thorough rinsing is required. Allow the shade to dry completely before raising. Do **NOT** completely immerse.

## Large Window Sizing

Fabrics can be turned 90° clockwise (width for height) to accommodate wider windows. In these cases some solar fabrics can be seamed for longer heights. Fabrics turned width for height (referred to as railroaded) may curl along the edge. Springs Window Fashions performs extensive testing to ensure our customers receive high quality shades. On extremely wide shades, a slight V shape may appear in the center of the shade. This occurs due to the weight of the fabric and should be considered a normal characteristic.

Seams may be added to solar fabrics to accommodate long shade requirements. Seams are placed as close to the tube as possible; seam location is determined by the manufacturer. Seams may be visible when the shade is fully extended. Seaming is not available for Cordless Lift or Smart Pull Lift shades.

## Pattern Alignment

Exact alignment of the fabric pattern across side-by-side shades is not possible. Vertical alignment of the shade fabric with cassettes is not possible. Fabrics with large repeat patterns are not centered on the shade.

## Fabric Certifications

**GREENGUARD Indoor Air Quality Certified® Fabrics:** Many Graber® fabrics have been certified by GREENGUARD Environmental Institute (GEI) to be low chemical- and particle-emitting fabrics, which provides a healthier indoor air quality. The process used for certification complies with established indoor air quality standards and is performed by a third party lab. Please see bailblinds.com for more information.

**Cradle to Cradle Certified Design:** Cradle to Cradle certification aims to transform all industries through ecologically intelligent design. That means the certified textiles are globally recognized to be safer and more sustainable.

**Oeko-Tex® Standard 100** certifies that our fabrics are free of halogen, lead, formaldehyde, allergenic dyes, pesticides, phenols, and heavy metals, and meets all VOC content limits.

GREENGUARD Indoor Air Quality Certified is a registered trademark of the GREENGUARD Environmental Institute.

Oeko-Tex is a registered trademark of the Oeko-Tex Association.

# Springs Window Fashions Limited Warranty

## WHAT IS COVERED

The product is warranted against original defects in materials or workmanship for the time period specified below, provided that the product was properly installed, the product was made or assembled exclusively from Springs Window Fashions' materials and components, and all Springs Window Fashions' recommendations were followed with regard to limitations and specifications. This warranty extends only to you as the original purchaser of the product.

### Limited Lifetime Warranty

- Cellular shades
- Roller shades
- Solar shades
- Roman shades
- Natural shades
- Pleated shades (with looped tape)
- Sheer shades
- Layered shades
- Wood blinds
- Faux wood blinds*
- Composite blinds
- Wood shutters
- Composite shutters
- Sliding panels
- 1" and 2" aluminum horizontal blinds
- 2" vinyl horizontal blind headrails and components
- Vertical blind headrails, channel panels, and sheer fabric
- Painted and stained valances
- Painted and stained cornices
- Ladders and cloth tapes

*Excludes Foundations faux wood blinds (see Five-Year Warranty)

### Five-Year Warranty

- Foundations faux wood blinds
- Motorized components and accessories (batteries not included)
- Exterior solar shades
- Draperies
- Fabric-covered cornices and valances
- Fabric-tailored shades and accessories

### Three-Year Warranty

- Operating cords
- Pleated shades (without looped tape)
- 2" vinyl horizontal blind slats
- Vertical blind vanes

## WHAT IS NOT COVERED

- Unfinished cornices, valances, or Palladian shelves
- Normal wear and tear, including:
  - » Loss of color intensity, discoloration, fading, cracking, or yellowing caused by long exposure to direct sunlight
  - » Slight color variation
  - » Natural variations in color or grain of wood
  - » Natural variations, cracking, splitting, twisting, bowing, shrinking, or stretching of organic material used in natural shades
  - » Slight warpage of wood blinds or shutters; excessive warpage of wood blinds or shutters caused by moisture or high humidity
  - » Exterior solar shades damage caused by inclement weather, windy conditions, coastal/salt conditions, pressure washing, or exposure to chemicals including chlorine
  - » Shutters damage caused by improper maintenance, including sanding, improper washing, and use of razor blades or sealants
  - » Fabric damage caused by abuse, accidents, alterations, misuse, or failure to follow measuring/installation/use/cleaning/maintenance instructions

## WARRANTY OBLIGATIONS

The obligations of Springs Window Fashions are limited to the replacement or repair of parts or products found to be defective. If repairs are made under this warranty, the repairs will be made with like or similar parts. It is at the sole discretion of Springs Window Fashions to determine whether product will be replaced or repaired.

Springs Window Fashions is not responsible for shipping costs or labor costs, for measuring or taking the product down, or for remeasuring or reinstalling the product.

Springs Window Fashions may defer actions on any claim for warping for a period of up to twelve (12) months from the date of the claim in order to permit acclimating to humidity and temperature conditions.

Warranty coverage applies to defective product only. Other window coverings in the room/household will not be replaced.

## SERVICE

To learn more about warranty claims, contact customer service at 1-800-221-6352 or windowfashions@springswindowfashions.com.

Warranty claims must be accompanied by the original sales receipt, along with details regarding the nature of the problem, location of the product, etc. Warranty claims may be submitted to the Customer Service Center at:

Customer Service Center
Springs Window Fashions, LLC
8467 Route 405 Highway South
PO Box 500
Montgomery, PA 17752-0500

THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WRITTEN OR ORAL WARRANTIES OR OBLIGATIONS AND LIABILITIES. THE DURATION OF ANY IMPLIED WARRANTIES FOR ANY PRODUCT IS LIMITED IN DURATION TO THE WARRANTY TERM APPLICABLE TO SUCH PRODUCT AS SET FORTH ABOVE.

SPRINGS WINDOW FASHIONS SHALL HAVE NO LIABILITY WHATSOEVER FOR INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES.

Some states do not allow the exclusion or limitation of incidental, punitive or consequential damages, so this limitation or exclusion may not apply to you.

No person is authorized to extend or alter this warranty.

SPRINGS WINDOW FASHIONS
the Best Experience Company

05826-01 (06/19) 19-11948
Springs Window Fashions LLC • Middleton, WI 53562-1096

# Garantía limitada de Springs Window Fashions

## LO QUE CUBRE LA GARANTÍA

Este producto está garantizado contra defectos originales en los materiales o en la mano de obra por el período que se detalla a continuación, siempre y cuando el producto haya sido instalado correctamente, fabricado o ensamblado exclusivamente con materiales y componentes de Springs Window Fashions y siempre que se hayan seguido todas las recomendaciones de Springs Window Fashions con respecto a las limitaciones y especificaciones. Esta garantía se extiende exclusivamente a usted como el comprador original del producto.

### Garantía limitada de por vida

- Persianas celulares
- Persianas enrollables
- Persianas solares
- Persianas romanas
- Persianas naturales
- Persianas plisadas (con cinta de control)
- Persianas transparentes
- Persianas en capas
- Persianas de madera
- Persianas de imitación madera*
- Persianas compuestas
- Shutters de madera
- Shutters compuestos
- Paneles corredizos
- Persianas horizontales de aluminio de 2.54 cm y 5.08 cm
- Rieles superiores y componentes para persiana horizontal de vinil de 5.08 cm
- Rieles superiores para persiana vertical, paneles con canal y tela transparente
- Cenefas pintadas y teñidas
- Cornisas pintadas y teñidas
- Escalerillas y cintas de telas

*Excluye Foundations persianas de imitación de madera (consulte la garantía de cinco años)

### Garantía de cinco años

- Foundations persianas de imitación de madera
- Componentes y accesorios motorizados (baterías no incluidas)
- Persianas solares para exteriores
- Cortineros
- Cenefas y cornisas recubiertas de tela
- Accesorios y persianas de tela personalizada

### Garantía de tres años

- Cordones de operacion
- Persianas plisadas (sin cinta de control)
- Láminas de vinilo para persianas horizontales de 5.08 cm
- Laminas de persianas verticales

## LO QUE NO CUBRE LA GARANTÍA

- Cornisas, cenefas o estantes estilo Palladian incompletos
- El uso y desgaste natural, incluyendo:
  - » Pérdida de intensidad de color, decoloración, grietas o adquisición de tono amarillento causados por exposición directa a la luz del sol por períodos prolongados
  - » Ligeras variaciones de color
  - » Variaciones naturales de color o de la tablilla de la madera
  - » Las variaciones naturales, grietas, roturas, torsión, inclinación, contracción, o estiramiento de material orgánico utilizado en persianas naturales
  - » Deformación ligera de las persianas de madera o shutters; deformación excesiva de las persianas de madera o shutters causados por la humedad o humedad excesiva
  - » Daños a las persianas solares para exteriores ocasionados por mal clima, vientos, clima costero o condiciones de salinidad, lavado de presión o exposición a productos químicos, incluyendo el cloro
  - » Daños a las persianas shutters causados por un mantenimiento inadecuado incluyendo lijados, lavado inadecuado, y el uso de hojas de afeitar o sellantes
  - » Daños a la tela causados por maltrato, accidentes, modificaciones, mal uso o por no seguir las instrucciones para medir, instalar, usar, limpiar o dar mantenimiento

## OBLIGACIONES DE LA GARANTÍA

- Las obligaciones de Springs Window Fashions están limitadas a la sustitución o reparación de las piezas o productos que se encuentren defectuosos. Si se realizan reparaciones bajo esta garantía, se harán con piezas iguales o similares a las del producto. Spring Window Fashions determinará, a su discreción, si el producto se reemplazará o reparará.
- Springs Window Fashions no es responsable de los costos de envío ni de mano de obra para medir y desmontar el producto o volver a medir o instalar el producto.
- SWF podrá aplazar acciones sobre cualquier reclamación por deformación para un periodo de hasta a doce (12) meses desde la fecha de la reclamación con el fin de permitir aclimatarse a las condiciones de humedad y temperatura.
- La garantía se aplica únicamente a los productos defectuosos. No se reemplazarán otras cortinas ni persianas de la habitación o vivienda

## SERVICIO

Para obtener más información sobre reclamos de la garantía, comuníquese con el servicio de atención al cliente al teléfono 1-800-221-6352 o al correo electrónico windowfashions@springswindowfashions.com.

Los reclamos de la garantía deben estar acompañados por el recibo de venta original y los detalles relativos a la naturaleza del problema, la ubicación del producto, etc. Los reclamos de la garantía se pueden enviar al Centro de Servicio de Atención al Cliente a:

Customer Service Center
Springs Window Fashions, LLC
8467 Route 405 Highway South
PO Box 500
Montgomery, PA 17752-0500

ESTA GARANTÍA ES EXCLUSIVA Y REEMPLAZA CUALQUIER OTRA GARANTÍA, OBLIGACIÓN O RESPONSABILIDAD ORAL O ESCRITA. LA DURACIÓN DE CUALQUIER GARANTÍA IMPLÍCITA PARA CUALQUIER PRODUCTO SE LIMITARÁ AL PLAZO DE LA GARANTÍA APLICABLE A DICHOS PRODUCTOS QUE SE ESPECIFICA EN LOS PÁRRAFOS ANTERIORES.

SPRINGS WINDOW FASHIONS NO TENDRÁ RESPONSABILIDAD ALGUNA RESPECTO DE DAÑOS INCIDENTALES, PUNITIVOS O INDIRECTOS.

Algunos estados no permiten la exclusión o limitación de daños incidentales, punitivos o indirectos y, por lo tanto, esta limitación o exclusión puede no aplicarse en su caso.

Nadie está autorizado a ampliar ni a alterar esta garantía.

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the Best Experience Company BEC

05826-01 (06/19) 19-11948
Springs Window Fashions LLC • Middleton, WI 53562-1096

# Garantie limitée de Springs Window Fashions

## CE QUI EST COUVERT

Le produit est garanti contre les défauts originaux de matériaux ou de fabrication pendant la période précisée ci-dessous, à condition que le produit ait été correctement installé, que le produit ait été fabriqué ou assemblé exclusivement au moyen de matériaux et de composants de Springs Window Fashions, et que toutes les recommandations de Springs Window Fashions aient été respectées en ce qui concerne les limites et les spécifications. Cette garantie s'étend uniquement à vous en tant qu'acheteur original du produit.

### Garantie à vie limitée

- Stores cellulaires
- Stores à ressort
- Stores solaires
- Stores romains
- Stores en bois tissé
- Stores plissés (avec ruban bouclé)
- Stores transparents
- Stores superposés
- Stores en bois
- Stores en faux bois*
- Stores en composite
- Volets en bois
- Volets en composite
- Panneaux coulissants
- Stores horizontaux en aluminium de 1 po et 2 po
- Rails de retenue pour stores horizontaux en vinyle de 2 po et leurs composants
- Rails de retenue pour stores verticaux, panneaux à rainure et tissu transparent
- Cantonnières peintes et teintes
- Corniches peintes et teintes
- Échelles et rubans en toile

*Exclut Foundations stores en faux bois (voir Garantie de cinq ans)

### Garantie de cinq ans

- Foundations stores en faux bois
- Composants et accessoires motorisés (piles non comprises)
- Stores solaires pour l'extérieur
- Rideaux
- Corniches et cantonnières couvertes de tissu
- Stores personnalisés et accessoires en tissu

### Garantie de trois ans

- Cordons de fonctionnement
- Stores plissés (sans ruban bouclé)
- Lamelles de 2 po des stores horizontaux en vinyle
- Persiennes des stores verticaux

## CE QUI N'EST PAS COUVERT

- Les corniches, les cantonnières ou les tablettes Palladian non finies
- L'usure normale, y compris :
  - » La diminution de l'intensité de la couleur, la décoloration, le pâlissement, le craquelage ou le jaunissement causés par une longue exposition à la lumière directe du soleil.
  - » Une légère variation de la couleur
  - » Les variations naturelles de couleur ou de grain du bois
  - » Les variations naturelles, le craquelage, le fendage, la torsion, la cambrure, le rétrécissement ou l'étirement des matières organiques utilisées pour les stores en bois tissé
  - » Un léger gauchissement des stores ou des volets en bois; un gauchissement excessif des stores ou des volets en bois causé par de l'humidité élevée
  - » Les dommages aux stores solaires pour l'extérieur causés par des intempéries, des conditions venteuses, des conditions côtières/salées, le lavage à la pression ou l'exposition à des produits chimiques, y compris le chlore
  - » Les dommages aux volets causés par un mauvais entretien, y compris le ponçage, un lavage inapproprié et l'utilisation de lames de rasoir ou d'agents d'étanchéité
  - » Les dommages au tissu causés par de l'abus, des accidents, des modifications, une mauvaise utilisation ou le non-respect des directives de mesure, d'installation, d'utilisation, de nettoyage ou d'entretien

## OBLIGATIONS DE LA GARANTIE

- Les obligations de Springs Window Fashions se limitent au remplacement ou à la réparation des pièces ou des produits s'avérant défectueux. Si des réparations sont effectuées en vertu de cette garantie, elles seront faites avec des éléments identiques ou similaires. Springs Window Fashions déterminera, à son entière discrétion, si le produit sera remplacé ou réparé.
- Springs Window Fashions n'est pas responsable des frais d'expédition ou des frais de main d'œuvre pour mesurer et enlever le produit ou pour effectuer la nouvelle mesure ou réinstaller le produit.
- SWF peut différer les actions concernant les réclamations de gauchissement pendant une période pouvant atteindre douze (12) mois à compter de la date de la réclamation afin de permettre au produit de s'acclimater à l'humidité et à la température.
- La couverture de garantie s'applique uniquement au produit défectueux. Les autres couvre-fenêtres dans la pièce/résidence ne seront pas remplacés.

## SERVICE

Pour en apprendre davantage au sujet des réclamations de garantie, communiquez avec le service à la clientèle au 1-800-221-6352 ou windowfashions@springswindowfashions.com.

Les réclamations de garantie doivent être accompagnées du reçu de vente original ainsi que de tous les détails concernant la nature du problème, l'emplacement du produit, etc. Les réclamations de garantie doivent être soumises au centre de service à la clientèle à :

Customer Service Center
Springs Window Fashions, LLC
8467 Route 405 Highway South
PO Box 500
Montgomery, PA 17752-0500 É.-U.

CETTE GARANTIE EST EXCLUSIVE ET REMPLACE TOUTE AUTRE GARANTIE ÉCRITE OU VERBALE, AINSI QUE TOUTES LES OBLIGATIONS ET RESPONSABILITÉS. LA DURÉE DE TOUTES LES GARANTIES IMPLICITES DE TOUT PRODUIT SE LIMITE À LA DURÉE DE LA GARANTIE S'APPLIQUANT À UN TEL PRODUIT, COMME ELLE EST ÉTABLIE CI-DESSUS.

SPRINGS WINDOW FASHIONS N'ACCEPTE AUCUNE RESPONSABILITÉ POUR LES DOMMAGES CONSÉCUTIFS, PUNITIFS OU INDIRECTS.

Certaines provinces ne permettent pas l'exclusion ou la restriction des dommages consécutifs, punitifs ou indirects, par conséquent, cette restriction peut ne pas s'appliquer à votre cas.

Personne n'est autorisée à prolonger ou à modifier cette garantie.

SPRINGS WINDOW FASHIONS
the Best Experience Company

05826-01 (06/19) 19-11948
Springs Window Fashions LLC • Middleton, WI 53562-1096

Cynthia Hurley <clhurley@tcpsva.org>

# Proposal for TCPS0625-Window Blinds for TIS

4 messages

**KC Lee** <kchomedecorllc@gmail.com> Wed, Jun 18, 2025 at 10:16 AM
To: clhurley@tcpsva.org

Good morning Ms. Hurley,

KC Home Decor, LLC is pleased to submit our proposal for TCPS0625-Window Blinds for TIS. Please find the enclosed proposal and attachments:

Attachment 001 - Proposal
Attachment 002 - Photo 1 for the blinds description/certification
Attachment 003 - Photo 2 for the blinds description/certification

Have a blessed day!

Thank you.

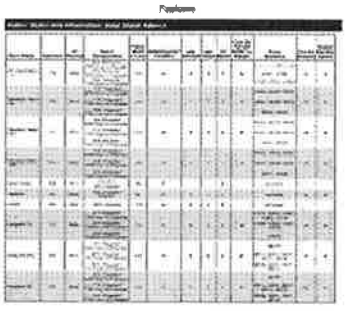
Very Respectfully,

Kwang C. Lee
KC Home Decor, LLC

**3 attachments**



**Attachment 002.png**
155K



**Attachment 003.png**
72K

**Attachment 001 - Proposal for TIS.pdf**
844K

**Cynthia Hurley** <clhurley@tcpsva.org> Thu, Jun 19, 2025 at 11:46 AM
To: KC Lee <kchomedecorllc@gmail.com>
Cc: Eugene Parkhurst <eparkhurst@tcpsva.org>

Good morning, Mr. Lee.
Thank you for returning my call just a moment ago. Please confirm the details our conversation:

- What type of chains or method of movement do the blind have to raise/lower? beaded stainless steel pull chains

- What is the warranty on the shades? Lifetime warranty
- What is the warranty on the installation? 10 years
- What is the lead time from date of order until blinds would be delivered and installed? 3-4 weeks to receive and then 3 days for installation. Total project time would be 4-5 weeks from date of order.
- What is the thickness of the blinds? _____

Please confirm the answers that you provided and then send me the information on the thickness of the blinds by 4 pm today. If I misunderstood any of the answers to the questions above, please clarify or correct me. I greatly appreciate your time and look forward to hearing from you today.

Sincerely,

**Cynthia L. Hurley**
Director of Grants, Records Management, and FOIA Officer
Tazewell Co. Public Schools
506 Jeffersonville Street
Tazewell, VA 24651
Office: 276-988-5511, x2375
Fax: 276-988-1976

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**KC Lee** <kchomedecorllc@gmail.com> Thu, Jun 19, 2025 at 2:13 PM
To: Cynthia Hurley <clhurley@tcpsva.org>

Hello Cynthia,

The answers to the first three questions are correct. We have attached the lifetime warranty certificate of the shades to this email.

While the blinds are expected to arrive between 3-4 weeks, we estimate that it will take an additional 2-3 weeks to schedule and complete the installation.
The total estimated lead time looks to be 5-7 weeks. We can confirm the details once the shipping details are received after submitting the order.

For the thickness of the blinds, the blind fabric is 0.126 mm.

Please let me know if there are any other questions, and thank you for your consideration.

Thank you.

Very Respectfully,

Kwang C. Lee
KC Home Decor, LLC

[Quoted text hidden]

---

**GRABER-all-products-limited warranty.pdf**
79K

---

**Cynthia Hurley** <clhurley@tcpsva.org> Thu, Jun 19, 2025 at 2:47 PM
To: KC Lee <kchomedecorllc@gmail.com>

Thank you very much for this information.

**Cynthia L. Hurley**
Director of Grants, Records Management, and FOIA Officer
Tazewell Co. Public Schools

506 Jeffersonville Street
Tazewell, VA 24651
Office: 276-988-5511, x2375
Fax: 276-988-1976

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**Acccent Designs LLC**
9044 Dunloggin Court
Ellicott City, MD 21042 US
2022978755
farrisc@amshades.com
www.amshades.com

GSA Contract Holder
Contract No. GS-03F-0047X

LIBRARY Contract # LCISS20D0010 | WEST POINT Contract # W911SD22A0002 | Virginia's

| ADDRESS | SHIP TO |
|---|---|
| Cynthia Hurley | Cynthia Hurley |
| Tazewell County Public Schools | Tazewell County Public Schools |
| 506 Jeffersonville Street | Tazewell Intermediate School |
| Tazewell, VA 24651 | 1253 Riverside Drive |
| | North Tazewell, VA 24630 |

**Quote 4988**

**DATE** 06/18/2025

**EXPIRATION DATE** 08/20/2025

| SHIP DATE | SHIP VIA | TRACKING NO. | CUSTOMER PO | SALES REP ID | TERMS |
|---|---|---|---|---|---|
| 07/31/2025 | FedEx Ground | To Be Provided | To Be Provided | Farris | 1%10 NET 30 |

| ACTIVITY | QTY | UNIT COST | AMOUNT |
|---|---|---|---|
| Bid Response to RFP fTCPS0625-Window Blinds for Tazewell Intermediate School, 1253 Riverside Drive, North Tazewell, VA 24630. | | | |
| SPECIFICATIONS: Techmatic Roller shades comes standard with our bead chain clutch operating system which feature continuous loop control stainless beaded metal chain that allows you to roll the shade up and down easily allowing the shade to stop precisely where you want when the chain is release. The clutch system never needs adjustments or lubrication and stop limit are provided to prevent shade from being raised or lowered too far. An aluminum metal slat is heat-sealed in the bottom hembar which help ensure that fabric hang straight and rolls true when raise and lowered. (See (Attached Data Sheet) | | | |
| LIGHT-FILTERING FABRIC: SW Basics 5% durable light-filtering fabric is a non-directional basketweave pattern made from 36% fiberglass/64% vinyl and provides excellent UV blockage while still allowing natural light to enter the room. SW Basic 5% is easy to maintain and high performing with a robust construction that makes it ideal for heavy traffic areas and public spaces. Fabric is fade and stain resistant, anti-static, anti-microbial and pass NFPA 701-2004 FR, Microban + Greenguard Gold certified and lead-free. Color: White/Bone - PV22. (See Fabric Swatches and Specs) | | | |
| **Sales**<br>CLIN 0001: Furnish and Install Eighty-Three (83) Techmatic Clutch Shade with SW Basic Fabric. | 1 | 48,183.00 | 48,183.00 |

| ACTIVITY | QTY | UNIT COST | AMOUNT |
|---|---|---|---|
| DELIVERY: Shades will be delivered within sixty (60) days after receipt of order. | | | |
| WARRANTY: Ten (10) years against defects in material and workmanship. | | | |
| TERMS: Visa, MasterCard, or American Express. No additional discount for credit card. | | | |

Quote Per GSA Schedule Contract:
Contract No.: GS-03F-0047X
Exp. Date: 12/14/2025
TIN: 52-2241554
DUNS No.: 962657123
Cage Code: 614X7
Unique Entity ID: RA93L19R3AS9

| | |
|---|---|
| SUBTOTAL | 48,183.00 |
| TAX (0) | 0.00 |
| TOTAL | $48,183.00 |

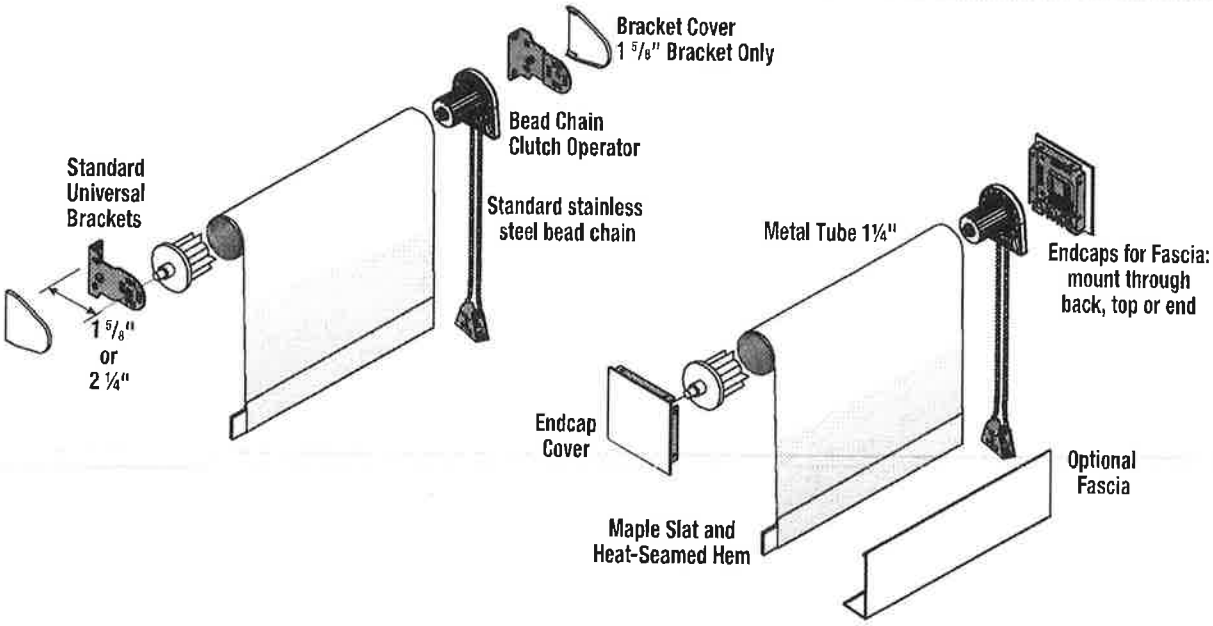
Accepted By

Accepted Date

# Techmatic Window Shades®

INSTRUCTIONS
INSTALLATION & OPERATION

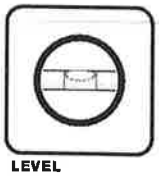
## Overview - **Techmatic Window Shades Components**




### TOOLS REQUIRED


PENCIL


POWER DRILL

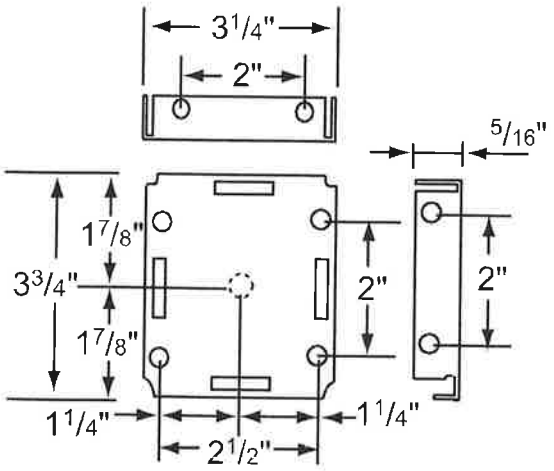

LEVEL


TAPE MEASURE

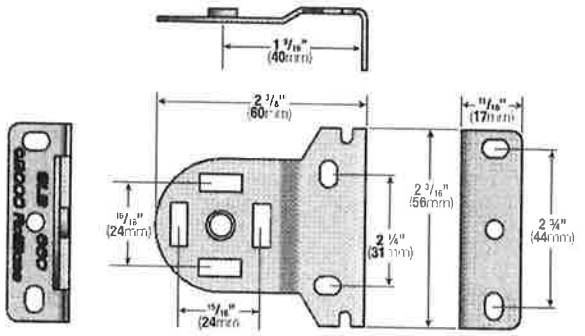

HARDWARE (by others)


PLIERS

### *Endcap Dimensions*




### *Bracket Dimensions*




## ⚠ CAUTION ⚠

***Read and understand all warnings (Page 2 of this document) before beginning installation.***

## Contents


| | | | | | |
|---|---|---|---|---|---|
| Overview | Techmatic Window Shades Components | 1 | Section 2 | Endcaps | 3 |
| Please Read | Warnings and Safety Information | 2 | Section 3 | Bead Chain Limits and Safety Device Installation | 4 |
| Please Read | Field Adjustments, Cleaning and Maintenance | 2 | Section 4 | Endcaps with Fascia | 4 |
| Section 1 | Brackets | 3 | Section 5 | Surface Headbox or Pocket Headbox | 4 |


If you have any difficulties installing or servicing your Techmatic Window Shades, call your dealer or Draper, Inc.


DRAPER®

Draper, Inc. | 411 S. Pearl St. Spiceland, IN 47385
draperinc.com | 765.987.7999 | 800.238.7999


© 2018 All Rights Reserved | FORM: Techmatic_Inst18

## Important Safety Information ⚠ WARNING ⚠ Important Safety Information

**Improper installation and use of the Techmatic Window Shades® can result in serious injury or death. Primarily, injuries can occur when the shade falls due to imprecise installation, mishandling of the shade during installation or installation on an insufficient wall or ceiling structure. Please use extreme care.**

1. **Please read the following installation guidelines thoroughly and follow them carefully. Failure to do so may cause product to fall or otherwise fail, and could result in serious injury.**
2. Installation and calibration of the shade should only be performed by an authorized, qualified, and experienced professional.
3. Do not affix the unit to wall or ceilings that have inadequate strength to permanently hold the unit during use. It is the owner's and installer's responsibility to confirm the wall or ceiling to which the unit attaches is sufficient to permanently hold the weight and stress loads of the unit at all times. Draper, Inc., is not responsible for improper installation, application, testing or workmanship related to the product at place of installation.
4. It is the installer's responsibility to make sure appropriate fasteners are used for mounting.
5. All brackets, fascia, head boxes, pockets, wall clips, and other hardware must be installed level. shade must be level and square.
6. Never leave the area while operating the shade during installation, maintenance, or normal operation, unless it is secure and safe.
7. Before testing or operation, carefully inspect the entire area and path of the shade and areas underneath the shade to be sure no persons or objects are in the area.
8. During testing or operation, carefully watch the surrounding area for any potential safety concerns including nearby persons or objects.
9. After installation, the entire system should be carefully tested to ensure safe and normal operation. Extreme care should be taken during testing to remain clear of moving parts to avoid possible injury.
10. Operation of shade should be performed only by authorized and qualified personnel, who have been trained in the safe and effective operation of the shade & understand its safety features.
11. The safety features of the shade should never be disabled, bypassed or overridden. The system should not be operated until all safety features are properly and completely installed, calibrated and tested.
12. Shade may need to comply with local, state or district rules and regulations, in particular when installed in schools. All applicable rules and regulations should be reviewed before installation and use.
13. Failure to precisely follow installation guidelines invalidates all warranties.
14. Custom products/installations may not be reflected in this manual. Call Draper, Inc., if you have questions regarding your installation.

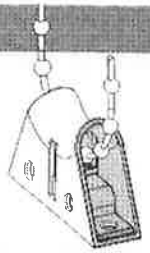
## Before Beginning Installation

1. Look for any job site conditions that could interfere with installation or operation of the system.
2. Read carefully and be sure to understand all installation instructions and all related operations manuals. These instructions are intended to serve as a guide for the installer and owner. They should be followed closely and combined with the expertise of experienced qualified installers. Draper, Inc., is not responsible for improper installation, application, testing or workmanship related to the product at place of installation. Please retain all instructions for future use.
3. Open cartons lengthwise.
4. Locate and lay out all pieces.
5. Inspect all boxes to make sure you have received the proper shade and parts. Controls may be shipped separately, or in same carton as shade.
6. If you have any difficulties with installing, servicing or operating your shade, call your dealer or Draper, Inc., 765-987-7999.

## Child Safety Information

ANSI/WCMA A100.1-2018 standard *(developed by the Window Coverings Manufacturer's Association and the Consumer Product Safety Commission)* was established on December 15, 2018, to eliminate strangulation hazards for small children from hanging cords and chain loops.

When a Draper dealer specifies that custom shades comply with ANSI/WCMA A100.1-2018, Draper provides a pre-installed Spring-Loaded Chain Tension Device *(shown at right)* for clutch-operated units. A warning label is attached to the kit and approved mechanical fasteners are included. When properly installed, the tension device prevents the creation of a hazardous loop by maintaining tension on the bead chain. If not installed properly, the shade is partially inoperable. A warning label *(shown below)* is also added to the shade roller.



For more information, please see Draper's ANSI/WCMA A100.1-2018 compliance page: **www.draperinc.com/windowshades/wcmacompliance.aspx**




### Field Adjustments

Each Draper Solar Control Shade is tested to ensure proper operation. Even with this testing, some field adjustments may be needed for telescoping. If the shade is telescoping, place a piece of high quality gaffer tape about 1" wide on the exposed roller *(where the fabric will cover it)* on the side that the fabric will be drawn toward. For example: if the fabric is tracking to the left, place the tape on the right side.

### Cleaning and Maintenance

Window covering products manufactured by Draper, when properly installed, should require no operational maintenance or lubrication.

Most of Draper's standard fabrics may be cleaned at the window by vacuuming with a soft brush attachment. They also may be cleaned by using a sponge or soft cloth and mild solution of warm soapy water. A mild dishwashing liquid is recommended. A clean dry cloth is recommended for the metal finish.

***Please Note:*** Exceptions are Flocké and Phifer SW7000 fabrics, which must be cleaned with a dry art sponge.

# Techmatic Window Shades®



## Section 1 - **Brackets**

⚠ ***Caution:*** Before mounting shades, verify measurements on card provided with shade, and ensure unit is installed at correct width.

***Please Note:*** Installer is responsible for selecting mounting hardware appropriate for site conditions.

1. Mark wall, jamb or ceiling for placement of mounting brackets.
1. Drill small starter hole *(if necessary)* in mounting surface.
2. Mount brackets using appropriate fasteners for surface *(Fig. 1 for bracket dimensions)*.
3. Place spring-loaded pin into bracket, depress pin by pushing shade roller toward bracket *(Fig. 2)*.
4. Slip notches on operator end into other bracket, then press down to lock in place *(Fig. 3)*.
5. Install optional bracket covers *(if provided)*.

### SMALL UNIVERSAL BRACKETS - CLUTCH INSTALLATION

**Figure 1**

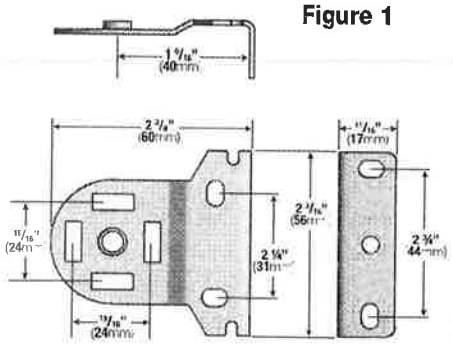



**Figure 2**

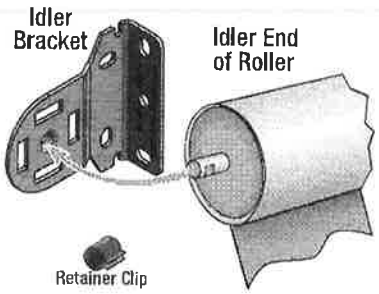
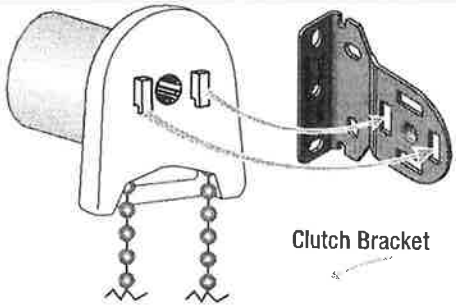



**Figure 3**




## Section 2 - **Endcaps**

⚠ ***Caution:*** Before mounting shades, verify measurements on card provided with shade, and ensure unit is installed at correct width.

***Please Note:*** Installer is responsible for selecting mounting hardware appropriate for site conditions.

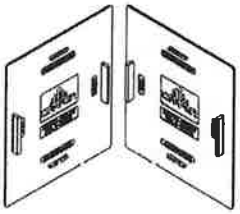
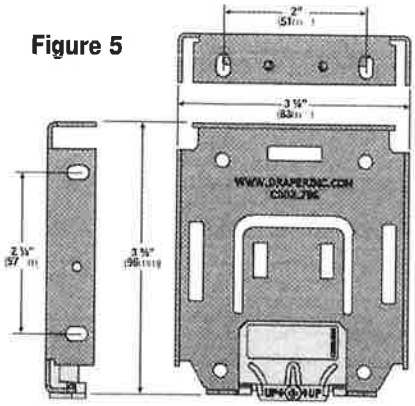


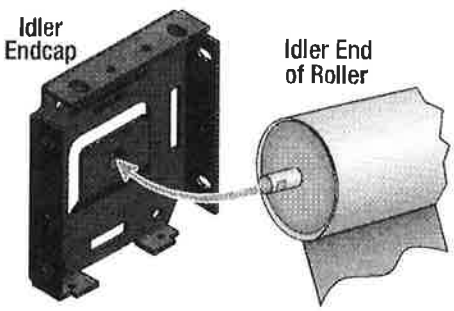
**Figure 4**

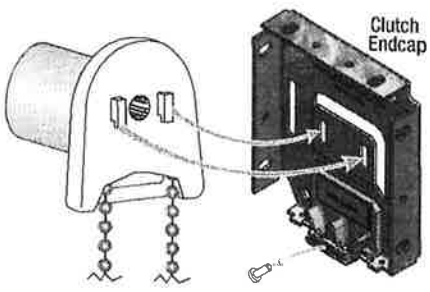
1. Mark wall, jamb or ceiling for placement of mounting endcaps.
2. Drill small starter hole *(if necessary)* in mounting surface.
3. Snap endcap covers *(Fig. 4)* into place.
4. Mount endcaps using appropriate fasteners for surface *(Fig. 5 for endcap dimensions)*.
5. Place spring-loaded pin into idler endcap, depress pin by pushing shade roller toward endcap, slip notches on operator end into other endcap, then press down to lock in place *(Fig. 6)*.

**Figure 5**




### ENDCAP INSTALLATION Figure 6



# Techmatic Window Shades®



## Section 3 - Bead Chain Limits and Safety Device Installation

### *Section 3.1 - Attaching Stop Balls*

1. Set upper and lower travel limits by installing stop balls to bead chain *(crimp closed using pliers) (Fig. 7).*

Figure 7

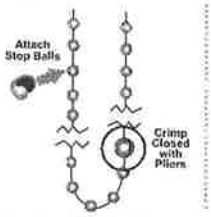



Figure 8



### *Section 3.2 - P-Clip Cord Tension Device*

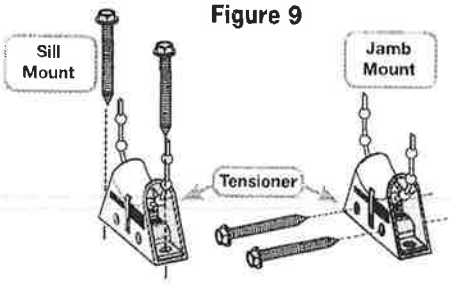
***Please Note:*** Draper Bead Chain Clutch Operated shades that do not comply with WMCA/ANSI Standard A100.1-2018 come with a cord tension device in a separate kit that dealer MUST install *(Fig. 8).* Spring loaded tensioner is preattached to bead chain *(Fig. 9).* Spring loaded tensioner as well as the P-clip must be attached to wall, jamb or sill so that bead chain is held taut enough that children cannot pull it away from wall or fit their head into loop.

### *Section 3.3 - Spring-Loaded Cord Tension Device*

If Draper Clutch FlexShade complies with WMCA/ANSI Standard A100.1-2012, a Spring-Loaded Cord Tension Device comes installed on bead chain *(Fig. 9).* An approved permanent warning label and approved mechanical fasteners *(wood screws)* are included. Device is designed so that children cannot pull bead chain away from wall or fit their head into loop. *(See safety note on page 2).*
For more information, visit www.draperinc.com/WindowShades/WCMAcompliance.asp.

***Please Note:*** Overtightening screws will damage Spring Loaded Tension Device.

Figure 9




## Section 4 - Endcaps with Fascia

### *Section 4.1 - Attaching Fascia to Endcaps*

Place groove along top of fascia over endcaps, and snap into place *(Fig. 10).* Endcaps must be installed the correct distance apart for fascia to be properly attached with full engagement. Fascia is not fully seated until it clicks into place on both ends. Once in place, check for secure fit. If not secure, secure with appropriate fastener *(not included).*

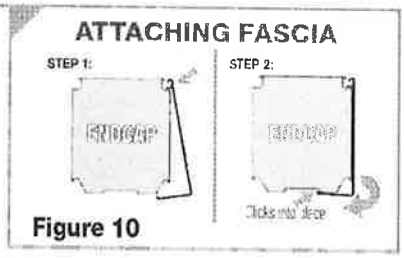



Figure 10

### *Section 4.2 - Reverse Roll Fascia*

1. Slide endcaps into extrusions.
2. Using provided holes in endcaps, mark the fascia for drilling.
3. Attach endcaps to fascia.
4. Mount Endcaps/Reverse Roll Fascia.
5. Install roller/fabric/operator assembly according to relevant instructions.
6. Attach endcap covers to endcaps. Use double-sided tape to help secure in place.

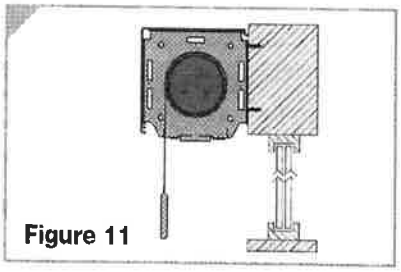


Figure 11

## Section 5 - Surface Headbox or Pocket Headbox

⚠ ***Caution:*** Before mounting shades, verify measurements on card provided with shade, and ensure unit is installed at correct width.

***Please Note:*** Installer is responsible for selecting mounting hardware appropriate for site conditions.

1. Snap endcap covers onto endcaps.
2. Slide endcaps into the top/back portion of surface headbox or into pocket extrusion of headbox. Using provided holes in endcaps, mark headbox for drilling.
3. Drill holes in back *(wall mount)* or top *(ceiling mount)* of top/back cover or pocket headbox.
4. Attach endcaps and Surface Headbox back/top or Pocket Headbox extrusion to wall, ceiling or pocket using mounting hardware appropriate for site conditions.
5. Install shade *(See Section 4.1 - Mounting Endcaps for Fascia).*
6. Attach headbox fascia or pocket closure *(Fig. 12).*

***Note on surface style headbox:*** Fascia is not fully seated until it clicks into place on both ends. Once in place, check for secure fit. If not secure, secure with appropriate fastener *(not included).*

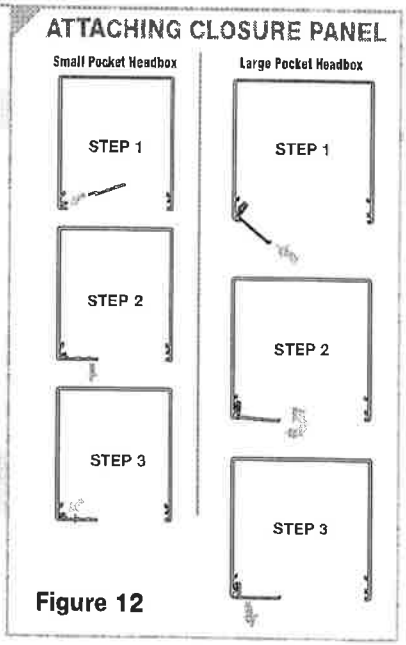


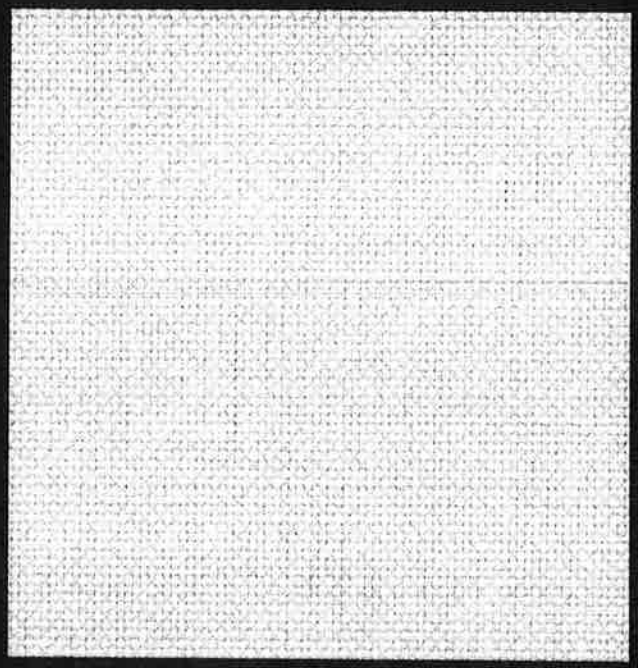

Figure 12

DRAPER®

SHEERWEAVE
BY PHIFER

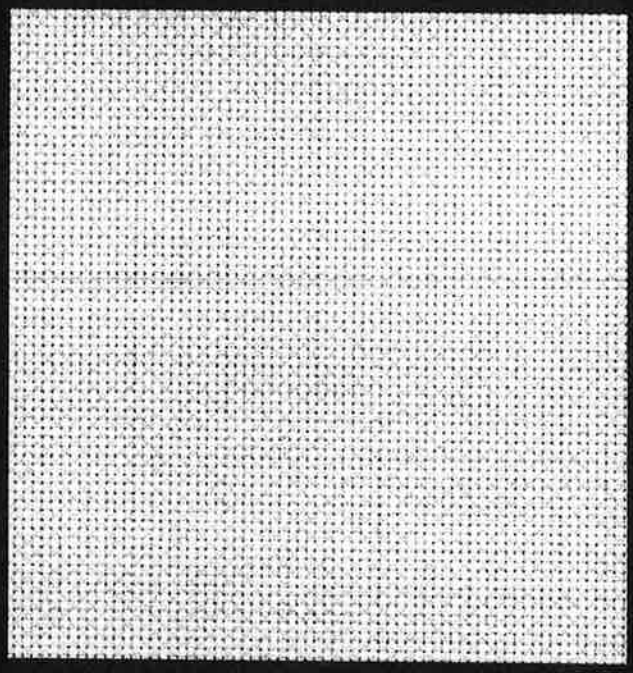
# BASIC 3% / 5%

**Basic 3%**
(3% open)



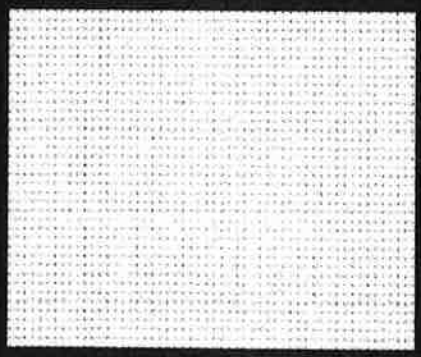
P04 White / Bone

**Basic 5%**
(5% open)

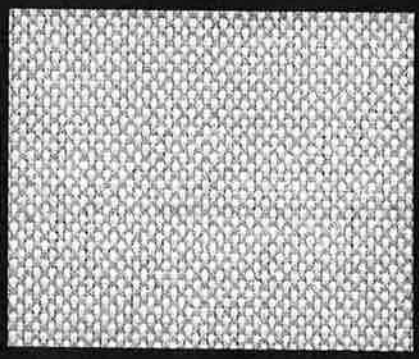


P04 White / Bone

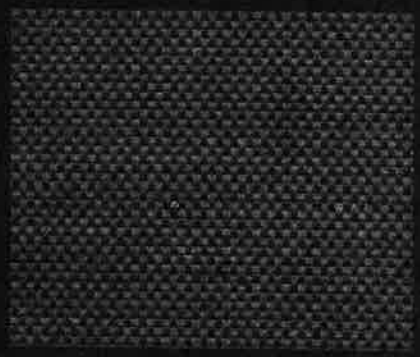
**All colors shown available in 3% and 5% openness.**



BASIC 3% P02 White



BASIC 3% P05 White / Platinum



BASIC 3% V22 Charcoal / Gray

BASIC 3% V21 Charcoal

BASIC 3% V24 Charcoal / Chestnut

# Sheerweave® Style Basic 3% / 5%

SheerWeave BASIC is the latest in innovative sun control fabric development. With all the benefits, certifications, and technical specifications you have come to expect from SheerWeave, but uniquely designed for the demanding and competitive commercial market, SheerWeave BASIC is an ideal choice for your spec-driven projects. A more robust fiberglass core yarn gives SheerWeave BASIC the added durability high traffic areas and public spaces require. Suitable for all types of interior window shade applications, SheerWeave BASIC is an economical alternative to traditional solar screen fabrics. SheerWeave BASIC fabrics are also suitable for exterior roller shades.

## SHEERWEAVE STYLE Basic 3% / 5%

| | | | | |
|---|---|---|---|---|
| STANDARD WIDTH | **Basic 3% / 5%:** 98" (248.9 cm) | FABRIC THICKNESS | **Basic 3%:** 0.025 in (0.64 mm) | **Basic 5%:** 0.022 in (0.56 mm) |
| ROLL LENGTH | **Basic 3% / 5%:** 30 Linear Yards (27.4 lm) | OPENNESS FACTOR | **Basic 3%:** Approximately 3% | **Basic 5%:** Approximately 5% |
| COMPOSITION | **Basic 3% / 5%:** 38% Fiberglass, 62% Vinyl on Fiberglass | UV BLOCKAGE | **Basic 3%:** Approximately 97% | **Basic 5%:** Approximately 95% |
| MESH WEIGHT | **Basic 3%:** 16.4 oz/yd² (556 g/m²)<br>**Basic 5%:** 14.1 oz/yd² (478 g/m²) | ACOUSTICAL VALUE | **Basic 3%:** NRC 0.60 / SAA 0.60 | **Basic 5%:** NRC 0.10 / SAA 0.08 |
| | | ACOUSTICAL PERFORMANCE | NRC (Noise Reduction Coefficient) and SAA (Sound Absorption Average) tested in accordance with ASTM C423-09a. | |

## SPECIFICATIONS

| | |
|---|---|
| FIRE CLASSIFICATION | California U.S. Title 19 (small scale), NFPA 701 TM#1 (small scale), NFPA 101 (Class A Rating), IBC Section 803.1.1 (Class A Rating), BS 5867 Part 2 Type B Performance, CAN/ULC-S 109 (large and small scale), NFPA 701 TM#2 (large scale), CAN/CGSB2-4.162-M80. |
| BACTERIA AND FUNGAL RESISTANCE | ASTM E 2180, ASTM G21, ASTM G22, AATCC30 Part 3, ASTM D 3273, GREENGUARD Mold and Bacteria Standard ASTM 6329; includes Microban antimicrobial additives. |
| ENVIRONMENTAL CERTIFICATION | Certified to GREENGUARD and GREENGUARD Gold standards for low chemical emissions into indoor air during product usage. |
| SAFE USE | RoHS/Directive 2002/95/EC, US Consumer Product Safety Commission Section 101, ANSI/WCMA A 100.1-2007 for lead content and REACH (EC 1907/2006) compliant. |
| STANDARD USES | Roller shades, Roman shades, and panel tracks. |
| WARRANTY | 10-year interior, 5-year exterior. |

## TECHNICAL DATA

| | | SOLAR OPTICAL PROPERTIES | | | | | | | | SHGC/G VALUE g-tot (glass & blind) | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | TS% | | RS% | | AS% | | TV% | | Single 1/4 CL | | Insulating 1HA | |
| | OPENNESS | 3% | 5% | 3% | 5% | 3% | 5% | 3% | 5% | 3% | 5% | 3% | 5% |
| COLOR | NUMBER | | | | | | | | | | | | |
| White | P02 | 15 | 19 | 64 | 68 | 21 | 13 | 16 | 17 | 0.29 | 0.29 | 0.22 | 0.22 |
| White / Bone | P04 | 12 | 16 | 58 | 60 | 30 | 24 | 11 | 14 | 0.32 | 0.32 | 0.23 | 0.23 |
| White / Platinum | P05 | 8 | 11 | 50 | 53 | 42 | 36 | 8 | 11 | 0.36 | 0.36 | 0.25 | 0.25 |
| Charcoal | V21 | 1 | 6 | 4 | 4 | 95 | 90 | 2 | 6 | 0.60 | 0.61 | 0.37 | 0.37 |
| Charcoal / Gray | V22 | 1 | 7 | 8 | 9 | 91 | 84 | 2 | 7 | 0.57 | 0.58 | 0.36 | 0.36 |
| Charcoal / Chestnut | V24 | 1 | 7 | 5 | 6 | 94 | 87 | 1 | 8 | 0.58 | 0.60 | 0.37 | 0.37 |

GREENGUARD GOLD — PRODUCT CERTIFIED FOR LOW CHEMICAL EMISSIONS UL.COM/GG UL 2818

MICROBAN — PROTECTION THAT LIVES ON

10 YEAR Interior Warranty · 5 YEAR Exterior Warranty · Proudly Made in the USA · Halogen Free Flame Retardant · Safe Use · Printable · Fabrication Technology · Energy Saving · MELANOMA INTERNATIONAL FOUNDATION MIF Seal of Approval · Glare Reduction

DRAPER®

411 S. Pearl St. | Spiceland, IN 47385
765.987.7999 | 800.238.7999
draperinc.com

*TS - Solar Transmittance, RS - Solar Reflectance, AS - Solar Absorptance, TV - Visual Transmittance *SHGC = Solar Heat Gain Coefficient *1/4 CL = 1/4" Clear Glass, 1 HA = 1" Heat Absorbing Glass *Fabrics Installed Internally, Zero-Degree Profile Angle *Solar Heat Gain Coefficient (SHGC) shown calculated according to Office of Building Technology, State and Community Programs, Energy Efficiency and Renewable Energy, U.S. Department of Energy's definition of SHGC. SHGC represents the percentage of solar heat gain that is transmitted to the interior through the glass and shading system. If you are using glass whose performance is listed in terms of SC, you may convert to SHGC by multiplying the SC by 0.87.

PHIFER INCORPORATED

® SheerWeave is a registered trademark of PHIFER INCORPORATED.
® MICROBAN is a registered trademark of Microban Products Company.
TM UL, the UL logos and the UL mark are trademarks of UL LLC.
© PHIFER INCORPORATED V18 3028204

**Technical Proposal for Solicitation No. TCPS0625**

**Window Blinds for TIS (Technology Integration Services)**

**Submitted by:**
Accent Designs LLC dba/American Blind & Shade
9044 Dunloggin Court, Ellicott City, MD 21042
Phone: 301-244-0652 | Email: farrisc@amshades.com
SAM Unique Entity ID: RA93L19R3AS9 | CAGE Code: 614X7
GSA Schedule Contract: GS-037-0047X

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## Section 1: Firm Background

Accent Designs LLC, dba American Blind & Shade, is a Maryland-based small business with over 35 years of experience in providing commercial and government-grade window treatment solutions. Specializing in manual and motorized systems, our offerings range from custom solar and blackout shades to stage curtains, AV drapery, top treatments, and architectural window films.

Our firm is uniquely positioned to manage large, complex projects from design to closeout. We offer turnkey services that include product specification, field verification, electrical preparation, installation, commissioning, and client training. We are a GSA Schedule contract holder and have ongoing Blanket Purchase Agreements (BPAs) with multiple federal and local agencies. Our operations integrate the latest automation technology, compliance with LEED standards, and commitment to Made-in-the-USA sourcing.

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## Section 2: Technical Approach

Accent Designs LLC proposes to furnish and install commercial-grade Techmatic roller shade systems at the Technology Integration Services (TIS) facility in full accordance with Solicitation TCPS0625 and associated specifications. Our proposed solution leverages the Draper Inc. Techmatic shade system with a clutch lift mechanism to provide durability, precise control, and a clean architectural appearance.

*2.1 Product Description*

- **Make and Model**: Draper Inc. – Techmatic Shade System
- **Control**: Stainless steel bead chain; right-hand operation unless otherwise specified
- **Mounting**: Ceiling or wall-mounted brackets
- **Fabric**: Solar screen or light-filtering fabric per room specification; GreenGuard Gold Certified
- **Color**: As selected from the SW Basic SwatchCard

*2.2 Scope of Work*

- Perform detailed site measurements for all specified window locations
- Submit cut sheets and samples for approval prior to fabrication
- Fabricate all shades using approved components and finishes
- Deliver and install all materials within required performance period
- Remove and dispose of any packaging or waste material from job site

*2.3 Compliance*

- All shades shall comply with GreenGuard Gold certification standards
- All components shall meet or exceed commercial window treatment specifications
- Installation to comply with applicable building codes and OSHA safety standards

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## Section 3: Management and Safety

Accent Designs LLC will assign a dedicated project manager for coordination, scheduling, and quality oversight. Our team will work closely with the designated TIS contact to ensure minimal disruption to operations during installation.

- **On-site Work Hours**: As specified by the contracting authority
- **Personnel**: Background-cleared installers familiar with government site protocols.
- **Gabriel Zaldivar – Project Director** 25 years of experience overseeing large-scale commercial and government window treatment projects. Industry certified (Draper, Mecho, BTX, Hunter Douglas, Lutron, Somfy). Expert in motorization, engineering, and project delivery.
- **Gary Lindenberger – Project Manager** 17 years of field and supervisory experience. OSHA-10 certified. Expert in site surveys, crew coordination, and compliance oversight. Leads domestic and international installations.
- **Cory Snyder – Lead Installer** 15+ years of hands-on experience leading installation teams across federal and institutional sites. Proficient in mechanical assembly, safety compliance, and troubleshooting complex motorized systems. Known for reliability and technical precision.

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## Section 4: Past Performance

Accent Designs LLC has extensive experience completing commercial and institutional window treatment installations. Notable past performance includes:

- **Albemarle County Public Schools, VA** – Furnished all labor, materials, equipment, and supervision to remove and dispose of existing blinds and install new roller shades across multiple school buildings. Despite a compressed performance timeline, the project—valued at $255,984—was successfully completed to the customer's satisfaction. We also currently hold a five-year supply contract with Albemarle County Public Schools for

ongoing window treatment services across their educational facilities. POC: Sheila Hoopmann, shoopmann@k12albemarle.org

- **Wayland-Cohocton CSD, NY** – Furnished all labor, tools, equipment, and material necessary to measure, remove, and dispose of existing window treatments and install new window treatments as needed for the Wayland-Cohocton Central School District. Work was performed under BPA Contract GS-03F-0047X, with a total contract value of $313,827. Contract Type: Task Orders. Period of Performance: 5/25/2023 – Present. POC: Michael McAllister, mrm@seidesigngroup.com, 585-442-7010 x315

- **Virginia's Community Colleges, Daleville, VA** – Furnished all labor, tools, equipment, and materials necessary to measure, remove, and dispose of existing window treatments and install new treatments for multiple campuses within the Virginia Community College System. Work performed under IDIQ Contract VCCS NVCC 23-6399 (4/2023 – 4/2024) and VCCS-NVCC-25-74706 (1/1/2025 – 12/31/2025) with six (6) one-year renewal options. Total contract value: $294,459.66. Contract Type: Task Orders. Period of Performance: 5/19/2023 – Present. POC: Belinda Cockrell, bcockrell@ssc.vccs.edu, 877-340-5577

- **Eglin AFB, FL** – Dormitory blackout window treatments, 400+ shade units

- **VA Medical Center, Aurora, CO** – Installation of 2,273 manual shades under $865K contract

- **Joint Base Elmendorf-Richardson (JBER), AK)** – 800+ blackout shades across three logistics buildings

- **Ft. Wainwright & Ft. Greely, AK** – 3,105 blackout shades installed in dormitories and barracks under $1M+ contract

- **Andrews AFB, MD** – Motorized solar shades in sensitive compartmented spaces

Each project was completed on time and within budget, demonstrating our ability to handle diverse window treatment scopes in secure or specialized environments.

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## Section 5: Quality Assurance and Warranty

- **Manufacturer Warranty**: 10 years on shade system components
- **Workmanship Warranty**: 1 year on installation
- **QC Protocols**: Final walkthrough, punch list resolution, and user instruction for proper maintenance

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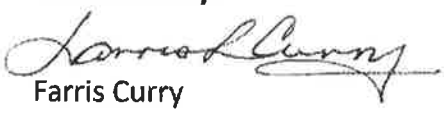
## Section 6: Compliance and Registration

- VA SCC Identifier No: 11445261

- **UEI**: RA93L19R3AS9
- **NAICS Code**: 337920 (Blind and Shade Manufacturing)
- **GSA Contract**: GS-037-0047X
- **Certifications**: GreenGuard Gold, Flame Retardant compliant fabrics

---

**Submitted by:**



Farris Curry
Accent Designs LLC dba/American Blind & Shade
farrisc@amshades.com | 301-244-0652

# PHIFER
INCORPORATED

31 March 2014

DRAPER INC.
Sent Via E-mail: jmiller@DraperInc.com

Re: Flame Retardance Certificate

**PHIFER** INCORPORATED certifies that the materials described below manufactured in Tuscaloosa, Alabama, U.S.A., and furnished by our firm:

**SheerWeave Basic 3%, 5%, 10%,** is in compliance with the following standard(s):

1. Flammability per California Administrative Code, Title 19, Public Safety, Section 1237, Flame Resistance, Small Scale Test. (California Registration F-44203).

2. National Fire Protection Association, NFPA No. 101, "Life Safety Code", Class "A" rating. (Tested in accordance to ASTM E84.)

   3% - FLAME SPREAD INDEX = 20 SMOKE DEVELOPED VALUE = 125
   5% - FLAME SPREAD INDEX = 20 SMOKE DEVELOPED VALUE = 180
   10% - FLAME SPREAD INDEX = 20 SMOKE DEVELOPED VALUE = 160

3. Uniform Building Code, Part VIII, "Fire Resistive Standard for Fire Protection", Chapter 42 – Interior Wall and Ceiling Finish, Sections 4201-4203, Class I. (Tested in accordance to ASTM E84.)

4. NFPA 701-2010 TM #1, Standard Methods of Fire Test for Flame Resistant Textiles and Films 2010 Edition – Test Method #1 (Small Scale).

5. NFPA 701-2010 TM#2, Standard Methods of Fire Tests for Flame Resistant Textiles and Films 2010 Edition - Test Method #2 (Flat Sheet Specimens).

6. CAN/ULC-S109-03 Standard for Flame Tests of flame-Resistant Fabrics & Films Small Flame Test.

7. CAN/ULC-S109-03 Standard for Flame Tests of flame-Resistant Fabrics & Films Large Flame Test (Single Sheet).

8. CAN/CGSB2-4.162-M80 as specified by Canadian General Standards Board, National Standard of Canada, CAN2-4.162-M80 "Hospital Textiles - Flammability Performance Requirements".

9. BS EN ISO 15025:2002 - protection against heat and flame - Method of test for limited flame spread (Procedure A - Surface Ignition); as cited by BS 5867-2:2008 - British Standard Specification for Fabrics for curtains, drapes and window blinds; Part 2: Type "B" Performance Requirements.

If you have any questions or need further information, please contact me at 205-345-2120.

Sincerely,
**PHIFER** INCORPORATED

Keith Euerle
Director, Specialty Textiles Testing and Analysis

# EXHIBIT 1

## OFFEROR INFORMATION

| | |
|---|---|
| RFP No.: | **TCPS0625-Window Blinds for TIS** |
| Offeror Name: | Accent Designs LLC dba/American Blind & Shade |
| Offeror Address: | 9044 Dunloggin Court, Ellicott City, MD 21042 |
| | |
| Telephone: | 301-244-0652 |
| Email: | farrisc@amshades.com |
| VA SCC Identifier No.: | 11445261 |
| Distance (in miles) from 506 Jeffersonville Street Tazewell, VA 24651: | 375 From Headquarters |
| Name & Title of Offeror Representative Submitting Proposal: | Farris L. Curry |
| Signature: |  |
| Date: | 06/18/2025 |

**TCPS0625-Window Blinds for TIS**

**EXHIBIT 2**

## REFERENCE LIST

The offeror is required to state and describe in the space provided below the work of a character similar to that sought to be procured in the RFP has been previously performed, and to give references and full contact information and such other information as will enable TCPS to evaluate the responsibility, experience, skill and financial standing of the offeror. Proposals from offerors lacking substantial and credible experience in the particular type of work sought to be procured under the RFP will not be considered.

See Section 4 of Technical Proposal

**TCPS0625-Window Blinds for TIS**

**EXHIBIT 3**

## OFFEROR' S NON-SOLICITATION NON-KICKBACK CERTIFICATION

The undersigned offeror, by and through the offeror's duly authorized agent that executes this Certification below, hereby certifies on a continuing basis that if the contract is awarded to offeror, that no member of the School Board of Tazewell County, Virginia, or other member of any elected governing body of Tazewell County, Virginia, or any member of their respective immediate families, including spouse, parents, or children, or any person representing or purporting to represent any member of any elected governing body of Tazewell County, Virginia, has received or has been promised, directly or indirectly, any financial benefit, by way of gift, kickback, fee, commission, finder's fee, political contribution, or any similar form of remuneration on account of the acts of awarding and/or executing the contract.

Signature: 

Name: Farris L. Curry

Title: President

Offeror Name: Accent Designs LLC dba/American Blind & Shade

Date: 6/18/2025

**TCPS0625-Window Blinds for TIS**

**EXHIBIT 4**

## OFFEROR' S ELIGIBILITY CERTIFICATION

The undersigned offeror, by and through the offeror's duly authorized agent that executes this Certification below, hereby certifies the following on a continuing basis with respect to its proposal and any contract that may be awarded:

(i) Neither offeror nor any officer, director or owner thereof has had judgments entered against said entity or individual within the past ten years for the breach of contracts for governmental or nongovernmental construction, including, but not limited to, design-build or construction management;

(ii) Neither offeror not any officer, director, owner, project manager, procurement manager or chief financial official thereof has been convicted within the past ten years of a crime related to governmental or nongovernmental construction or contracting, including, but not limited to, a violation of (i) Article 6 (§ 2.2-4367 *et seq.*) of this chapter, (ii) the Virginia Governmental Frauds Act (§ 18.2-498.1 *et seq.*), (iii) Chapter 4.2 (§ 59.1-68.6 *et seq.*) of Title 59.1, or (iv) any substantially similar law of the United States or another state; and

(iii) Neither offeror nor any officer, director, or owner thereof is currently debarred pursuant to an established debarment procedure from bidding or contracting by any public body or agency of any state or the federal government.

Signature: 

Name: Farris L. Curry

Title: President

Offeror Name: Accent Designs LLC dba/American Blind & Shade

Date: 06/18/2025

**Acccent Designs LLC**
9044 Dunloggin Court
Ellicott City, MD 21042 US
2022978755
farrisc@amshades.com
www.amshades.com

GSA Contract Holder
Contract No. GS-03F-0047X

LIBRARY Contract # LCISS20D0019 | WEST POINT | Virginia's

| ADDRESS | SHIP TO |
|---|---|
| Cynthia Hurley | Cynthia Hurley |
| Tazewell County Public Schools | Tazewell County Public Schools |
| 506 Jeffersonville Street | Tazewell Intermediate School |
| Tazewell, VA 24651 | 1253 Riverside Drive |
| | North Tazewell, VA 24630 |

**Quote 4988**

**DATE** 06/18/2025

**EXPIRATION DATE** 08/20/2025

| SHIP DATE | SHIP VIA | TRACKING NO. | CUSTOMER PO | SALES REP ID | TERMS |
|---|---|---|---|---|---|
| 07/31/2025 | FedEx Ground | To Be Provided | To Be Provided | Farris | 1%10 NET 30 |

| ACTIVITY | QTY | UNIT COST | AMOUNT |
|---|---|---|---|
| Bid Response to RFP fTCPS0625-Window Blinds for Tazewell Intermediate School, 1253 Riverside Drive, North Tazewell, VA 24630. | | | |
| SPECIFICATIONS: Techmatic Roller shades comes standard with our bead chain clutch operating system which feature continuous loop control stainless beaded metal chain that allows you to roll the shade up and down easily allowing the shade to stop precisely where you want when the chain is release. The clutch system never needs adjustments or lubrication and stop limit are provided to prevent shade from being raised or lowered too far. An aluminum metal slat is heat-sealed in the bottom hembar which help ensure that fabric hang straight and rolls true when raise and lowered. (See (Attached Data Sheet) | | | |
| LIGHT-FILTERING FABRIC: SW Basics 5% durable light-filtering fabric is a non-directional basketweave pattern made from 36% fiberglass/64% vinyl and provides excellent UV blockage while still allowing natural light to enter the room. SW Basic 5% is easy to maintain and high performing with a robust construction that makes it ideal for heavy traffic areas and public spaces. Fabric is fade and stain resistant, anti-static, anti-microbial and pass NFPA 701-2004 FR, Microban + Greenguard Gold certified and lead-free. Color: White/Bone - PV22. (See Fabric Swatches and Specs) | | | |
| **Sales**<br>CLIN 0001: Furnish and Install Eighty-Three (83) Techmatic Clutch Shade with SW Basic Fabric. | 1 | 48,183.00 | 48,183.00 |

| ACTIVITY | QTY | UNIT COST | AMOUNT |
|---|---|---|---|
| DELIVERY: Shades will be delivered within sixty (60) days after receipt of order. | | | |
| WARRANTY: Ten (10) years against defects in material and workmanship. | | | |
| TERMS: Visa, MasterCard, or American Express. No additional discount for credit card. | | | |

Quote Per GSA Schedule Contract:
Contract No.: GS-03F-0047X
Exp. Date: 12/14/2025
TIN: 52-2241554
DUNS No.: 962657123
Cage Code: 614X7
Unique Entity ID: RA93L19R3AS9

| | |
|---|---|
| SUBTOTAL | 48,183.00 |
| TAX (0) | 0.00 |
| **TOTAL** | **$48,183.00** |

Accepted By

Accepted Date

TAZEWELL County Public Schools

Cynthia Hurley <clhurley@tcpsva.org>

# Estimate from American Blind & Shade (TCPS0625-Window Blinds for TIS)

4 messages

**Acccent Designs LLC** <quickbooks@notification.intuit.com> Wed, Jun 18, 2025 at 5:47 PM
Reply-To: farrisc@amshades.com
To: clhurley@tcpsva.org
Cc: gabe@amshades.com

QUOTE 4988

GSA Contract Holder
Contract No. GS-03F-0047X

LIBRARY OF CONGRESS Contract # LCISS20D0010 · WEST POINT · Virginia's Community Colleges

Acccent Designs LLC

**DUE 08/20/2025**

# $48,183.00

Review and approve

Powered by QuickBooks

Dear Cynthia,

Our quote for the requested product and/or service is attached. If our price and terms are acceptable, please let us know and we will process this order immediately.

Thanks for the opportunity to provide you with pricing.

Sincerely,

--

Farris Curry
Accent Designs LLC
dba/American Blind & Shade
9044 Dunloggin Court
Ellicott City, MD 21042
Phone: 301-244-0652
E-Fax: 877-720-8708
Email: farrisc@amshades.com

Acccent Designs LLC

9044 Dunloggin Court Ellicott City, MD 21042 US

(202) 297-8755 farrisc@amshades.com www.amshades.com

If you receive an email that seems fraudulent, please check with the business owner before paying.




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**6 attachments**

- **Quote_4988_from_Acccent_Designs_LLC.pdf** 78K
- **Exhibits_TCPS0625-Window Blinds for TIS.pdf** 221K
- **FR Cert_SW Basic Fabric.pdf** 313K
- **TIS Technical Window Blinds Proposal.pdf** 264K
- **Phifer_SwatchCard_Spec_SWBasic.pdf** 507K
- **355493600_attachments_e52cb351-70ab-4cf9-8513-428c6389c025TechmaticShade Specs.pdf** 1777K

**Cynthia Hurley** <clhurley@tcpsva.org> Thu, Jun 19, 2025 at 11:58 AM
To: Farris Curry <farrisc@amshades.com>
Cc: Eugene Parkhurst <eparkhurst@tcpsva.org>

Good morning, Mr. Curry,
Thank you for taking my call this morning and providing the additional information that we requested. Please confirm or correct the information in the first bullet. The second bullet is one follow up question.

- What is the lead time from date of order until blinds would be delivered and installed? Shades will be delivered within 60 days of order and installed within 2-3 days if order is completed during the summer.
- If the order is not completed before school returns to session and your contractors must work after school hours, what is the estimated time for completion of the installation?

Please confirm the answer that you provided and then send me the information on the installation estimates if the installation must take place after school hours (after 3:30 pm) by 4 pm today. If I misunderstood the answer to the question above, please clarify or correct me. I greatly appreciate your time and look forward to hearing from you today.

**Cynthia L. Hurley**
Director of Grants, Records Management, and FOIA Officer
Tazewell Co. Public Schools
506 Jeffersonville Street
Tazewell, VA 24651
Office: 276-988-5511, x2375
Fax: 276-988-1976
[Quoted text hidden]

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**6 attachments**

**Quote_4988_from_Acccent_Designs_LLC.pdf**
78K

**Exhibits_TCPS0625-Window Blinds for TIS.pdf**
221K

**FR Cert_SW Basic Fabric.pdf**
313K

**TIS Technical Window Blinds Proposal.pdf**
264K

**Phifer_SwatchCard_Spec_SWBasic.pdf**
507K

**355493600_attachments_e52cb351-70ab-4cf9-8513-428c6389c025TechmaticShade Specs.pdf**
1777K

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**gabe@amshades.com** <gabe@amshades.com> Thu, Jun 19, 2025 at 1:27 PM
To: Farris Curry <farrisc@amshades.com>, clhurley@tcpsva.org
Cc: eparkhurst@tcpsva.org, Kevin Salazar <kevin@amshades.com>

Hi Cynthia,

Please see answers below in red.

Thanks

Gabriel Zaldivar
**Accent Designs LLC**
**dba/American Blind & Shade LLC**

https://www.amshades.com/

GSA Contract #GS-03F-0047X

Mobile: 301-502-7213
E-Fax: 877-720-8708

**From:** Farris Curry <farrisc@amshades.com>
**Sent:** Thursday, June 19, 2025 1:08 PM
**To:** Gabriel Zaldivar <gabe@amshades.com>
**Subject:** Fwd: Estimate from American Blind & Shade (TCPS0625-Window Blinds for TIS)

---------- Forwarded message ---------
From: **Cynthia Hurley** <clhurley@tcpsva.org>
Date: Thu, Jun 19, 2025 at 11:58 AM
Subject: Fwd: Estimate from American Blind & Shade (TCPS0625-Window Blinds for TIS)
To: Farris Curry <farrisc@amshades.com>
Cc: Eugene Parkhurst <eparkhurst@tcpsva.org>

Good morning, Mr. Curry,

Thank you for taking my call this morning and providing the additional information that we requested. Please confirm or correct the information in the first bullet. The second bullet is one follow up question.

- What is the lead time from date of order until blinds would be delivered and installed? Shades will be delivered within 60 days of order and installed within 2-3 days if order is completed during the summer. From receipt of PO, shade manufacturing lead time is $2-3 weeks.
- If the order is not completed before school returns to session and your contractors must work after school hours, what is the estimated time for completion of the installation? Install will take 3 days.

[Quoted text hidden]
[Quoted text hidden]

--

Farris Curry
***Accent Designs LLC***
***dba/American Blind & Shade LLC***

9044 Dunloggin Court

Ellicott City, MD 21042

Phone: 301-244-0652
Mobile: 202-297-8755
E-Fax: 877-720-8708
Email: farrisc@amshades.com

**3 attachments**

**Quote_4988_from_Acccent_Designs_LLC.pdf**
78K

**Exhibits_TCPS0625-Window Blinds for TIS.pdf**
221K

**FR Cert_SW Basic Fabric.pdf**
313K

**Cynthia Hurley** <clhurley@tcpsva.org> Thu, Jun 19, 2025 at 2:53 PM

To: gabe@amshades.com
Cc: Farris Curry <farrisc@amshades.com>, eparkhurst@tcpsva.org, Kevin Salazar <kevin@amshades.com>

Thank you very much for this additional information.

**Cynthia L. Hurley**
Director of Grants, Records Management, and FOIA Officer
Tazewell Co. Public Schools
506 Jeffersonville Street
Tazewell, VA 24651
Office: 276-988-5511, x2375
Fax: 276-988-1976

[Quoted text hidden]

**Acccent Designs LLC**
9044 Dunloggin Court
Ellicott City, MD 21042 US
2022978755
farrisc@amshades.com
www.amshades.com

GSA Contract Holder
Contract No. GS-03F-0047X

LIBRARY Contract # LCISS20D0010 | WEST POINT Contract # W9115D22A5002 | Virginia's

| ADDRESS | SHIP TO |
|---|---|
| Cynthia Hurley | Cynthia Hurley |
| Tazewell County Public Schools | Tazewell County Public Schools |
| 506 Jeffersonville Street | Tazewell Intermediate School |
| Tazewell, VA 24651 | 1253 Riverside Drive |
| | North Tazewell, VA 24630 |

# Quote 4988

**DATE** 06/18/2025

**EXPIRATION DATE** 08/20/2025

| SHIP DATE | SHIP VIA | TRACKING NO. | CUSTOMER PO | SALES REP ID | TERMS |
|---|---|---|---|---|---|
| 07/31/2025 | FedEx Ground | To Be Provided | To Be Provided | Farris | 1%10 NET 30 |

| ACTIVITY | QTY | UNIT COST | AMOUNT |
|---|---|---|---|
| Bid Response to RFP fTCPS0625-Window Blinds for Tazewell Intermediate School, 1253 Riverside Drive, North Tazewell, VA 24630. | | | |
| SPECIFICATIONS: Techmatic Roller shades comes standard with our bead chain clutch operating system which feature continuous loop control stainless beaded metal chain that allows you to roll the shade up and down easily allowing the shade to stop precisely where you want when the chain is release. The clutch system never needs adjustments or lubrication and stop limit are provided to prevent shade from being raised or lowered too far. An aluminum metal slat is heat-sealed in the bottom hembar which help ensure that fabric hang straight and rolls true when raise and lowered. (See (Attached Data Sheet) | | | |
| LIGHT-FILTERING FABRIC: SW Basics 5% durable light-filtering fabric is a non-directional basketweave pattern made from 36% fiberglass/64% vinyl and provides excellent UV blockage while still allowing natural light to enter the room. SW Basic 5% is easy to maintain and high performing with a robust construction that makes it ideal for heavy traffic areas and public spaces. Fabric is fade and stain resistant, anti-static, anti-microbial and pass NFPA 701-2004 FR, Microban + Greenguard Gold certified and lead-free. Color: White/Bone - PV22. (See Fabric Swatches and Specs) | | | |
| **Sales**<br>CLIN 0001: Furnish and Install Eighty-Three (83) Techmatic Clutch Shade with SW Basic Fabric. | 1 | 48,183.00 | 48,183.00 |

| ACTIVITY | QTY | UNIT COST | AMOUNT |
|---|---|---|---|
| DELIVERY: Shades will be delivered within sixty (60) days after receipt of order. ---------- | | | |
| WARRANTY: Ten (10) years against defects in material and workmanship. ---------- | | | |
| TERMS: Visa, MasterCard, or American Express. No additional discount for credit card. ---------- | | | |

Quote Per GSA Schedule Contract:
Contract No.: GS-03F-0047X
Exp. Date: 12/14/2025
TIN: 52-2241554
DUNS No.: 962657123
Cage Code: 614X7
Unique Entity ID: RA93L19R3AS9

| | |
|---|---|
| SUBTOTAL | 48,183.00 |
| TAX (0) | 0.00 |
| TOTAL | $48,183.00 |

Accepted By

Accepted Date

TAZEWELL County Public Schools

Cynthia Hurley <clhurley@tcpsva.org>

# Clarification on Delivery & Installation Timeline – TIS Project

1 message

**Farris Curry** <farrisc@amshades.com>
To: clhurley@tcpsva.org
Cc: Gabriel Zaldivar <gabe@amshades.com>

Thu, Jun 19, 2025 at 11:41 AM

Good afternoon Ms. Hurley,

It was a pleasure speaking with you today.

To clarify, delivery and installation of the shades for Tazewell Intermediate School can be completed within sixty (60) days from receipt of order. This represents the maximum timeline based on the size of the project and current manufacturing lead times. That said, our typical turnaround for similar projects is averaging approximately six (6) weeks.

I hope this helps clarify our schedule. Please don't hesitate to reach out with any further questions or concerns.

Best regards,

On Wed, Jun 18, 2025 at 5:47 PM Acccent Designs LLC <quickbooks@notification.intuit.com> wrote:

QUOTE 4988

GSA Contract Holder
Contract No. GS-03F-0047X

LIBRARY Contract # LCISS20D0010 WEST POINT Virginia's Community Colleges

Acccent Designs LLC

**DUE 08/20/2025**

**$48,183.00**

Review and approve

Powered by QuickBooks

Dear Cynthia,

Our quote for the requested product and/or service is attached. If our price and terms

are acceptable, please let us know and we will process this order immediately.

Thanks for the opportunity to provide you with pricing.

Sincerely,

--

Farris Curry
Accent Designs LLC
dba/American Blind & Shade
9044 Dunloggin Court
Ellicott City, MD 21042
Phone: 301-244-0652
E-Fax: 877-720-8708
Email: farrisc@amshades.com

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Acccent Designs LLC

9044 Dunloggin Court Ellicott City, MD 21042 US

(202) 297-8755 farrisc@amshades.com www.amshades.com

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If you receive an email that seems fraudulent, please check with the business owner before paying.

intuit quickbooks

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Farris Curry
**Accent Designs LLC**
**dba/American Blind & Shade LLC**
9044 Dunloggin Court
Ellicott City, MD 21042
Phone: 301-244-0652
Mobile: 202-297-8755
E-Fax: 877-720-8708
Email: farrisc@amshades.com

# PROPOSAL





THOMPSON & LITTON
EST. 1956



HS Bathroom Renovations

Tazewell County Public Schools

June 20, 2025

THOMPSON & LITTON EST. 1956

June 20, 2025

Tazewell County Public Schools
Ms. Cynthia Hurley
506 Jeffersonville Street
Tazewell, VA 24651

Re: Request for Proposals for High Schools Bathroom Renovations

Dear Ms. Hurley:

Thompson & Litton, Inc. (T&L) is pleased to submit the attached proposal to provide architectural, engineering, and related professional services to Tazewell County Public Schools (TCPS) for the design and construction support of comprehensive bathroom renovations at Graham High School, Richlands High School, and Tazewell High School. We recognize the importance of this project in delivering long-overdue upgrades to aging facilities originally constructed in the 1950s and understand the impact modern, ADA-compliant, and durable restrooms will have on students, staff, and visitors alike.

As you review our proposal, we would like to highlight several key strengths that uniquely position T&L to support TCPS in successfully delivering this initiative:

**EXPERIENCED K-12 RENOVATION TEAM.** T&L brings deep experience working with Virginia public schools on facility improvements, including full restroom renovations, ADA compliance upgrades, and MEP system modifications. We have a strong understanding of the complexities of renovating occupied facilities and ensuring minimal disruption to school operations during construction.

**INTEGRATED IN-HOUSE SERVICES.** Our multidisciplinary team includes architects, MEP engineers, structural engineers, and construction contract administrators working under one roof—ensuring tight coordination and a unified design vision across all three schools. We will be operating from our Tazewell office, providing immediate responsiveness and consistent site presence throughout the project.

**ENVIRONMENTAL AND HAZMAT EXPERTISE.** Recognizing the potential for lead-based paint, legacy piping, and asbestos-containing materials due to the age of the buildings, we have partnered with **Raymond LLC** to provide asbestos consulting and testing services. Their expertise will ensure safe demolition and compliance with all state and federal regulations.

**TAILORED DESIGN APPROACH.** We understand that TCPS is seeking durable, "money's worth" bathrooms that will stand the test of time. Our approach includes fully gutting the existing restrooms, improving ventilation and heating (replacing steam radiators with electric units), maintaining the new vape sensor systems, and using high-durability materials such as tall stainless steel partitions and robust fixtures. Each school will receive consistent finishes and layouts with individual color schemes. The design will also consider potential upgrades to hot water delivery systems, including under-sink heaters.

**FLEXIBLE SCHEDULING STRATEGY.** Our construction phasing will align with TCPS's need to keep two bathrooms functional at all times and perform construction work during afternoons and weekends. Our experience with similar logistics and job order contracting ensures this schedule is achievable and cost-effective.

We are excited by the opportunity to help TCPS address one of the most visible and frequently commented-on aspects of the schools—restroom conditions. We look forward to helping the division deliver modern, welcoming, and resilient facilities for its students and community.

Thank you for considering our proposal. We welcome the opportunity to discuss the project further and to finalize terms and conditions in support of your goals.

Sincerely,

Pamela Young
Project Manager

# TABLE OF CONTENTS

*Letter of Transmittal*

01. Credentials of Project Team

02. Rates / Fees / Expenses

03. Management Skills and Technical Experience

04. Prior Claims

05. Project Methodology and Quality Control

06. Capability of Timely Response

07. References

08. Conflict of Interest Disclosure

09. Proposal Forms

# 01. CREDENTIALS OF PROJECT TEAM

THOMPSON & LITTON
EST. 1956

## HISTORY

Since 1956, the words of our visionary founders, William A. Thompson, Jr., PE and John W. Litton, PE have guided the professional development of Thompson & Litton which is built on enduring principles shaped by the character and culture of our early years in southwestern Virginia. We know how to face problems and how to solve problems. We get to know our clients and commit to serve them well. Integrity and respect is essential to a business that's built to stay.

**171** STAFF MEMBERS

### PERSONNEL BY DISCIPLINE

| | |
|---|---|
| Architecture | 24 |
| Civil Engineering | 26 |
| MEP & Structural Engineering | 12 |
| Surveying | 20 |
| Project Management | 20 |
| Construction Administration | 3 |



Chilhowie, VA
Radford, VA
Tazewell, VA
Wise, VA
Bristol, TN
Johnson City, TN
Mosheim, TN
Princeton, WV

## INTEGRITY

T&L has been shaped not only by our history, but by our clients. Taking their advice to heart is a cornerstone value that has influenced our practice and fueled our success. Often a successful project is the outcome of deep and lasting professional relationships, not only with clients, but with partners and vendors as well. We are committed to maintaining great relationships.

## INSIGHT

Since its earliest days, T&L has emphasized serving its clients by producing quality work by committed people.

**"Firms don't design projects. People do."**

*Bill Thompson*

## INNOVATION

T&L has a wide array of experiences and technical depth that spans challenges. We built the first general aviation airport in the southwest Virginia region, as well as the first waste-water treatment facility. Growing out of our innovative culture, T&L has become good at many things. Our history has allowed us to hone our skills in a variety of venues.

HUBZone SWaM CERTIFIED ESOP

**EFFECTIVE: Through June 30, 2026**

**THOMPSON & LITTON**
**SCHEDULE OF HOURLY RATES**

| INDIVIDUAL CLASSIFICATIONS | TYPICAL HOURLY RATES (Current Rates) |
|---|---|
| Officer-in-Charge | $300.00 |
| Associate | $236.00 |
| Senior Project Manager | $220.00 |
| Project Manager | $175.00 |
| Senior Engineer | $210.00 |
| Project Engineer | $167.00 |
| Design Engineer | $125.00 |
| Senior Technician | $120.00 |
| Technician | $ 84.00 |
| Senior Architect | $195.00 |
| Project Architect | $145.00 |
| Architectural Associate | $114.00 |
| Senior Surveyor | $175.00 |
| Surveyor | $112.00 |
| Senior Survey Technician | $ 92.00 |
| Survey Technician | $ 82.00 |
| 3-Person Survey Party | $265.00 |
| 2-Person Survey Party | $185.00 |
| Senior Construction Contract Administrator | $165.00 |
| Construction Contract Administrator | $110.00 |
| Senior Construction Representative | $114.00 |
| Construction Representative | $ 87.00 |
| Specifications and Technical Composer | $ 94.00 |
| Administrative Assistant | $ 99.00 |
| Clerical | $ 70.00 |

**REIMBURSABLE EXPENSES**

Consultants and subcontractors will be billed at Direct Cost times 1.20.
Transportation and out-of-town subsistence will be billed at Direct Cost times 1.15.

Mileage for use of personal or company vehicles – Effective IRS mileage rate.

Long distance telephone calls, facsimiles, printing or items not customarily provided by the Consultant shall be charged at Direct Cost times 1.15.

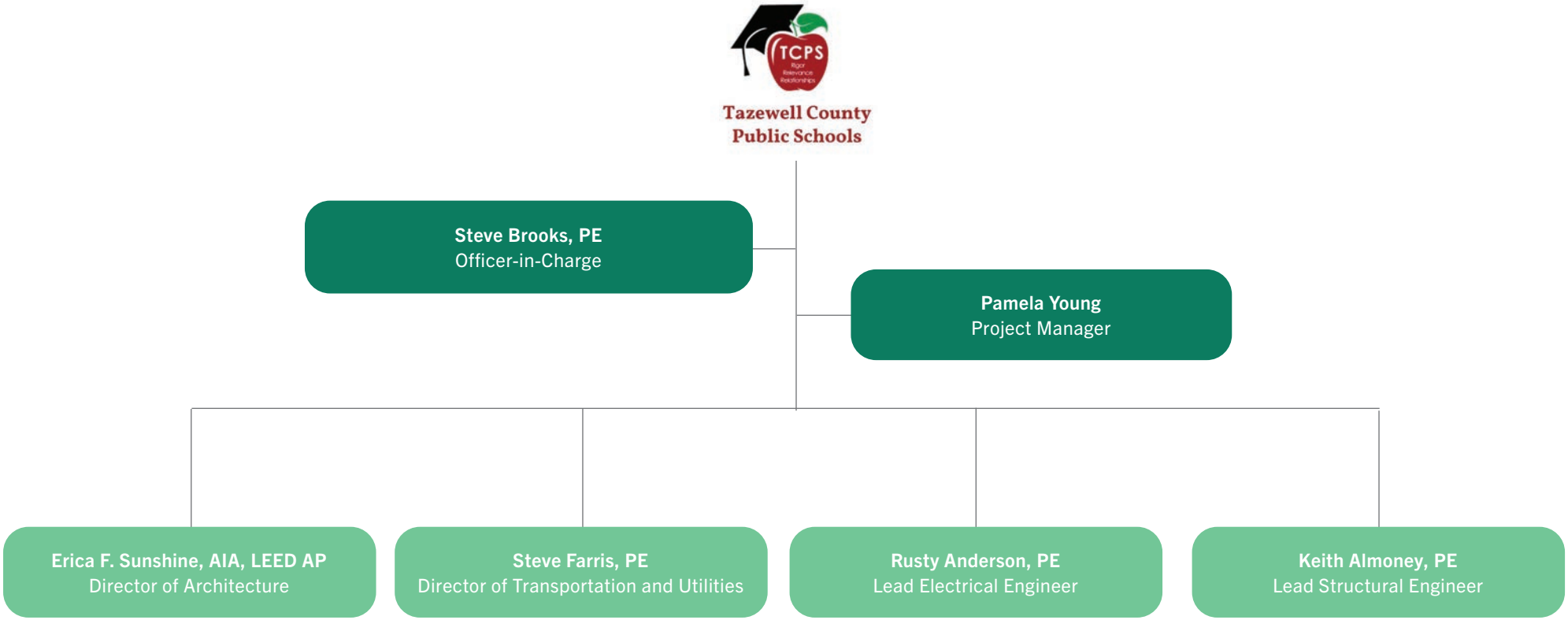
REPRODUCTION:

A) 8 1/2 x 11 page, per copy (black/white)..... $0.20
B) 8 1/2 x 11 page, per copy (color)..... $0.60
C) 11 x 17 page, per copy (black/white) ..... $0.50
D) 11 x 17 page, per copy (color)..... $0.85
E) 12 x 18 page, per copy (black/white) ..... $0.60
F) 12 x 18 page, per copy (color)..... $1.00
G) Large Drawings, per square foot..... $0.65
H) Large Drawings, per square foot (color) ..... $1.25

FINANCIAL: Invoices are payable within thirty days. Interest is, therefore, charged in the event of non-payment within sixty days. An interest rate 1% per month will be charged and applied to the unpaid balance monthly.

# 03. TECHNICAL EXPERIENCE

T&L's Project Team functions like an extension of the Client's staff. As such, the firm strives to maintain a very close working relationship with the client and its employees. Decisions on specific projects are coordinated through in-house Project Teams established to implement each project. You will find T&L's Project Manager to be both accessible and technically knowledgeable working closely with the professionals in all T&L offices. T&L project managers will be responsible for internal communication with other Project Team Members and for external communication with you, review agencies, funding agencies, construction contractors, area residents, and the press, if desired.




Please note project team resumes on the following pages:

# STEVEN D. BROOKS, PE

OFFICER-IN-CHARGE

276.328.2161 •
sbrooks@T-L.com •
www.T-L.com •
Wise | Virginia •



*Senior Vice President Operations*

## YEARS OF EXPERIENCE

37 Years of Experience
1992 | Joined T&L

## EDUCATION

Virginia Tech
1989 | Master of Science
Civil Engineering, Structural

Virginia Tech
1988 | Bachelor of Science
Civil Engineering

## REGISTRATIONS

1992 | Professional Engineer | VA
1998 | Professional Engineer | KY
1998 | Professional Engineer | TN
1998 | Professional Engineer | WV
2006 | Professional Engineer | MD
2009 | Professional Engineer | NC
2015 | Professional Engineer | DC

## AWARDS

1997 | VDCR Recognition
Red Onion State Correctional Facility

## PROFILE

Steve Brooks is a graduate of Virginia Tech with a Master's of Science Degree in Civil Engineering and a Bachelors of Science Degree in Civil Engineering. Having experience as both a structural and civil engineer, Steve has the ability to understand the many facets of a project and bring it to a successful completion. Steve joined T&L as a Project Engineer for civil projects and worked to become the Lead Structural Engineer for T&L founding the firms' structural practice. He led the firm's endeavor to start a MEP practice while serving as Vice President of Engineering. Today he holds the current position of Senior Vice President of Operations where he oversees the architectural, engineering, surveying and construction contract administration services. In his current role Steve contributes his expertise to all design endeavors as Officer-in-Charge, providing oversight and guidance, QA/QC and ensures that the Project Team has access to the resources necessary to complete the project on time and within budget. He has been the engineer of record on a wide variety of projects including public works, site development as well as industrial, commercial, institutional and correction facilities. Steve has worked on projects utilizing a number of different delivery methods such as design/bid/build, design/build, fast track and PPEA.

## EXPERIENCE

**Tazewell County Career and Technical Center - Student Center, Tazewell County Public Schools**
Tazewell County, Virginia. Structural/Civil Engineer.

**Tazewell High School Retaining Wall Replacement, Tazewell County Public Schools**
Tazewell County, Virginia. Structural Engineer.

**Wise Primary School Addition and Renovations, Wise County Public Schools**
Wise County, Virginia. Structural/Civil Engineer.

**Norton Elementary School Kitchen Addition and New Gymnasium, City of Norton School Board**
Norton, Virginia. Civil/Structural Engineer.

**James P. King Strength and Fitness Center, Radford High School Foundation**
Radford, Virginia. Structural/Civil Engineer.

**Coeburn Middle School Addition and Renovations, Wise County Public Schools**
Wise County, Virginia. Structural Engineer.

**J.W. Adams Elementary School Addition and Renovations, Wise County Public Schools**
Wise County, Virginia. Structural/Civil Engineer.

# PAMELA S. YOUNG

PROJECT MANAGER



304.425.9555 •
pyoung@T-L.com •
www.T-L.com •
Princeton | West Virginia •

## YEARS OF EXPERIENCE

18 Years of Experience
2020 | Joined T&L

## EDUCATION

Valley College of Technology
2003 | Associate in Applied Science
Business Administration

## PROFILE

Pam is a graduate of Valley College of Technology and serves as Project Manager. She is the primary point of contact for the client and is responsible for project coordination with the engineering and architecture teams on each project. Pam will see that the necessary services are provided and that the project is completed on time and within budget.

Pam also has experience in construction management and is responsible for project reports, contractor payment requests and monitoring project budgets of federally funded projects at T&L.

## EXPERIENCE

**Graham High School Stadium and Bleachers Evaluation and Rendering, Tazewell County Public Schools**
Tazewell County, Virginia. Project Manager.

**Richlands Elementary School Gymnasium Roof Repairs, Tazewell County Public Schools**
Tazewell County, Virginia. Project Manager.

**Graham High School Parking Lots, Tazewell County Public Schools**
Tazewell County, Virginia. Project Manager.

**Richlands Elementary School Gymnasium Roof Repairs, Tazewell County Public Schools**
Tazewell County, Virginia. Project Manager.

**Graham High School Parking Lots, Tazewell County Public Schools**
Tazewell County, Virginia. Project Manager.

**PAR, Thistle Commercial Building**
Town of Bluefield, Virginia. Project Manager.

**PAR, Graham Recreational Park Evaluation**
Bluefield, Virginia. Project Manager.

**PER, Northern Tazewell WWTP Improvements, Tazewell County PSA**
Tazewell, Virginia. Project Manager.

**PER for Coronado Coal Water, Tazewell County PSA**
Tazewell, Virginia. Project Manager.

**Recreational Study, Parkview Heights Playground**
Town of Bluefield, Virginia. Project Manager.

# ERICA F. SUNSHINE, AIA, LEED AP

DIRECTOR OF ARCHITECTURE



*Associate*


540.633.1897 •
esunshine@T-L.com •
www.T-L.com •
Radford | Virginia •


## YEARS OF EXPERIENCE

37 Years of Experience
2018 | Joined T&L

## EDUCATION

Virginia Tech
1988 | Bachelor of Architecture

## REGISTRATIONS

1994 | Registered Architect | VA
2021 | Registered Architect | WV
2021 | Registered Architect | NC
2024 | Registered Architect | TN

## CERTIFICATIONS

2009 | LEED AP
2018 | CPSM
2021 | NCARB

## AFFILIATIONS

American Institute of Architects

## AWARDS

VSBA | Silver Award
Floyd County Career Collaboration
Development Center | 2023

AIA | Blue Ridge Chapter
Residential Design | 1994

## PROFILE

Erica Sunshine, AIA, LEED AP, is the Director of Architecture and oversees the planning and development of design concepts and alternatives. She also provides direct supervision of design architects and technicians. Erica is a graduate of Virginia Tech and is a LEED Accredited Professional. She has a comprehensive understanding of green building design practices, principles, and the LEED Rating System as well as experience in the design and construction of architectural projects. Erica has played a key role in the preliminary and final design of new construction and renovation/adaptive reuse projects.

## EXPERIENCE

**Restroom and Locker Room Restroom Conversion, Scott County Public Schools**
Scott County, Virginia. Director.

**McHarg Elementary School Renovation and Addition**
Radford, Virginia. Project Architect.

**Collaboration Career Development Center**
Floyd County, Virginia. Project Architect.

**Renovations to Five Science Rooms, Radford City Schools**
Radford, Virginia. Project Architect.

**Electric Service Relocation at Raven Elementary School,**
Tazewell County, Virginia. Director.

**Baxter Field Improvements, Unicoi County Board of Education**
Unicoi County, Tennessee. Director.

**Middle and High School Clean Air Renovations and Alterations, Craig County Public Schools**
Craig County, Virginia. Project Architect.

**Operations Center Support Buildings, Montgomery County Public Schools**
Christiansburg, Virginia. Project Architect.

**Security Vestibule Troutville Elementary School, Botetourt County PS**
Troutville, Virginia. Project Architect.

**Security Vestibule Read Mountain Middle School, Botetourt County PS**
Cloverdale, Virginia. Project Architect.

# STEVEN R. FARRIS, PE

DIRECTOR OF BUILDING SERVICES



*Associate*

423-422-2110 •
sfarris@T-L.com •
www.T-L.com •
Mosheim | Tennessee •

## YEARS OF EXPERIENCE

35 Years of Experience
2013 | Joined T&L

## EDUCATION

Tennessee Technological University
1990 | Bachelor of Science | Mechanical Engineering

## REGISTRATIONS

1997 | Professional Engineer | TN
1997 | Professional Engineer | NC
2000 | Professional Engineer | KY
2001 | Professional Engineer | VA
2001 | Professional Engineer | WV
2001 | Professional Engineer | SC

## CERTIFICATIONS

NCEES (19327)

## AFFILIATIONS

American Society of Heating Refrigerating and Air Conditioning Engineers

## PROFILE

Steve Farris, PE, is a graduate of Tennessee Technological University receiving a Bachelor of Science Degree in Mechanical Engineering. He began his career in the mechanical contracting field gaining hands on insight into all aspects of the design and function of mechanical systems.

Steve has served as design engineer and project manager on a broad range of projects including educational, institutional, commercial and industrial facilities. In his current role as Director of Building Services, Steve is responsible for planning and directing all aspects of MEP engineering activities and projects for T&L while ensuring that all MEP engineering projects, initiatives, and processes are in conformance with T&L's established policies and objectives.

## EXPERIENCE

**BOE Administration Building Restrooms and Breakroom Renovations**
Bristol, Tennessee. Director.

**Wise High School HVAC Improvements**
Wise County, Virginia. Director.

**HVAC Upgrades, Hawkins County Schools**
Rogersville, Tennessee. Mechanical Engineer.

**Boiler Replacements, Russell County Public Schools**
Russell County, Virginia. Mechanical Engineer.

**Retrofit Needle Point Bi-Polar Ionization into HVAC Equipment**
Washington County, Tennessee. Mechanical Engineer.

**Various School HVAC Inspections, Evaluation and Recommendation**
Wise County, Virginia. Mechanical Engineer.

**Architectural Services for School Renovations**
Sullivan County, Tennessee. Mechanical Engineer.

**Renovations to Existing Boiler Room, Happy Valley High School**
Elizabethton, Tennessee. Mechanical Engineer.

**Upgrade HVAC System, Narrows Elementary/Middle School**
Giles County, Virginia. Mechanical Engineer.

**Collaboration & Career Development Center, Floyd County High School**
Floyd County, Virginia. Mechanical Engineer.

# KEITH A. ALMONEY, PE

LEAD STRUCTURAL ENGINEER

540.633.1897 •
kalmoney@T-L.com •
www.T-L.com •
Radford | Virginia •



*Associate*

## YEARS OF EXPERIENCE

27 Years of Experience
2016 | Joined T&L

## EDUCATION

Virginia Tech
1996 | Bachelor of Science
Civil Engineering

## REGISTRATIONS

2003 | Professional Engineer | VA
2007 | Professional Engineer | CO

## AFFILIATIONS

American Society of Civil Engineers
Structural Engineering Institute
American Institute of Steel Construction

## PROFILE

Keith A. Almoney, PE, joined T&L in 2016 and has acquired 26 years of experience in structural engineering. He has maintained his Professional Engineer status in Virginia since 2003 and currently holds the position of Lead Structural Engineer within the firm. Keith is a 1996 graduate of Virginia Tech with a Bachelor of Science Degree in Civil Engineering. Keith has extensive experience in structural design incorporating a multitude of various materials including steel, concrete, masonry, and timber.

As the Lead Structural Engineer, Keith will lead the planning and development of design concepts and alternatives and will direct the design engineers and technicians who develop design details and construction documents. He will gather and evaluate project data and provide recommendations, and review the design details and construction documents.

## EXPERIENCE

**Single Use Restroom, Washington County Public Schools**
Washington County, Virginia. Structural Engineer.

**Unicoi Elementary School New Gymnasium Addition, Unicoi County Board of Education**
Erwin, Tennessee. Structural Engineer.

**Rock Creek Elementary School Renovations, Unicoi County Board of Education**
Erwin, Tennessee. Structural Engineer.

**McHarg Elementary School Addition and Renovation, Radford City Schools**
Radford, Virginia. Structural Engineer.

**Collaboration & Career Development Center, FCPS**
Floyd, Virginia. Structural Engineer.

**Narrows Elementary/Middle School Upgrade HVAC System**
Giles County, Virginia. Structural Engineer.

**Woodland Elementary School Addition and Renovation, City of Johnson City**
Johnson City, Tennessee. Structural Engineer.

**New Intermediate School, Bristol, Virginia Public Schools**
Bristol, Virginia. Structural Engineer.

**Eastern Elementary School Load Bearing Repair, Giles County Public Schools**
Giles County, Virginia. Structural Engineer

# RUSSELL M. ANDERSON, PE, LEED AP

LEAD ELECTRICAL ENGINEER



*Associate*

276-646-5050 •
randerson@T-L.com •
www.T-L.com •
Chilhowie | Virginia •

## YEARS OF EXPERIENCE

23 Years of Experience
2011 | Joined T&L

## EDUCATION

Virginia Tech
2002 | Bachelor of Science
Electrical Engineering

## REGISTRATIONS

2007 | Professional Engineer | VA
2015 | Professional Engineer | WV
2015 | Professional Engineer | TN
2015 | Professional Engineer | KY

## CERTIFICATIONS

2006 | LEED AP

## PROFILE

Russell Anderson, PE, LEED AP, is a graduate of Virginia Tech, receiving a Bachelor of Science Degree in Electrical Engineering with a minor in Mathematics. Rusty is a Lead Electrical Engineer/Associate with experience working on a variety of projects involving both renovation and new construction of office, correctional, industrial, water and sewer pump stations, barracks, educational, hotels, inn, apartments, library, medical, retail and federal in addition to street and site lighting projects.

His primary responsibility is managing the electrical department which includes design, layout and specifications preparation for the following: interior and exterior building lighting, site lighting, street lighting, facility power delivery and distribution, motor control design, lightning protection systems, grounding systems, fire alarm system layouts, security systems and telecommunications layout. Rusty also has experience in cost estimating, load calculations, voltage drop calculations, short current calculations, lighting modeling and calculations, lightning risk calculations, arc fault calculations, breaker coordination, plan and construction review for code compliance and has experience with LEED design on various projects.

## EXPERIENCE

**Single-User Restrooms at Abingdon High School/John Battle High School, Washington County, Virginia School Board**
Washington County, Virginia. Lead Electrical.

**Basketball Locker Rooms Life Safety Study, Scott County Public Schools**
Scott County, Virginia. Lead Electrical.

**Van Pelt Elementary School Large Pod Renovations, Bristol Virginia Public Schools**
Bristol, Virginia. Lead Electrical.

**HVAC Improvements Gym and Locker Rooms**
Radford, Virginia. Director.

**Wise High School HVAC Improvements**
Wise County, Virginia. Director.

**Electric Relocation and Upgrade at Raven Elementary School**
Tazewell County, Virginia. Lead Electrical.

**Middle and High Schools HVAC Equipment and Controls System Replacement**
Botetourt County, Virginia. Lead Electrical.

**DGS-30-004**
(Rev. 03/19)

# ARCHITECTURAL / ENGINEERING FIRM DATA

## PROJECT STAFFING ORGANIZATION

RFP#

**Submitted By (Firm Name):** Raymond

**Submittal For (Project Title):**

**PC#:** none

**BRIEF RESUME OF KEY INDIVIDUAL PROPOSED FOR THIS PROJECT. PROVIDE ONE FORM FOR EACH PERSON.**



**1) NAME:** Jared Crowder, RRO

**TITLE:** Building Envelope Consultant II **OFFICE:** Christiansburg, VA

**TYPICAL DUTY OR ASSIGNMENT:** Building Envelope Consultant

**2) ASSIGNMENT FOR THIS PROJECT:** Quality Assuance Observations

**% OF TYPICAL 40 WORKWEEK THIS PERSON WOULD SPEND ON THIS PROJECT** 30 **PERCENT**

**3) EMPLOYEE OF:** RAYMOND SINCE 1992

**4) YEARS OF EXPERIENCE:**

8 **YEARS TOTAL EXPERIENCE** 4 **YEARS WITH THIS FIRM**

**5) EDUCATION: COLLEGE / DEGREE(S) / YEAR / SPECIALIZATION:**

Liberty University/Bachelor of Science/In-Progress/Civil Engineering
Virginia Western Community College/Career Study Certificate/Construction Management
New River Community College/Air Conditioning and Refrigeration

**6) ACTIVE REGISTRATION: Year first registered / State / Discipline or Type**

Registered Roof Observer #2329
Commonwealth of Virginia Asbestos Inspector #3303004480
Commonwealth of Virginia Lead Inspector #3355001118

**COMMONWEALTH OF VIRGINIA 6-DIGIT REGISTRATION / CERTIFICATE / LICENSE NUMBER:**

**ARCHITECT #** n/a **or ENGINEER #** n/a

**7) CONSTRUCTION AND PROFESSIONAL SERVICES MANUAL (CPSM) TRAINING:**

**Has this person attended a CPSM Training Seminar?** No **If "Yes", list date of last attendance:** n/a

**8) EXPERIENCE AND / OR QUALIFICATIONS RELEVANT TO THIS PROJECT:**

**( List up to six (6) relevant projects and indicate individual's role and responsibility for each. )**

| Project | Role/Responsibility | Project Completion Date |
|---|---|---|
| Virginia Community College System Central Virginia Community College, Merritt Hall, Roof Replacement | Building Envelope Consultant | 2020 |
| Virginia Community College System Wytheville Community College, Smyth Hall, Roof Replacement | Building Envelope Consultant | 2020 |
| Virginia Polytechnic Institute & State University Corps Leadership & Military Science, Roof Replacement | Building Envelope Consultant | 2022 |
| Virginia Polytechnic Institute & State University Architectural Demonstration & Research Facility, Roof Replacement | Building Envelope Consultant | 2021 |
| Virginia Polytechnic Institute & State University Animal Husbandry Barn, Roof & Structural Renovations/Repairs | Building Envelope Consultant | 2021 |
| Virginia Polytechnic Institute & State University Graduate Life Center, Roof Replacement | Building Envelope Consultant | 2021 |

**The foregoing is a statement of fact.**

**Typed Name:** Michael Ramos **Signature:**

**Title:** President **Date:** 4/22/2025

**DGS-30-004**
(Rev. 03/19)

# ARCHITECTURAL / ENGINEERING FIRM DATA

## PROJECT STAFFING ORGANIZATION

RFP#

**Submitted By (Firm Name):** Raymond

**Submittal For (Project Title):**

**PC#:** none

**BRIEF RESUME OF KEY INDIVIDUAL PROPOSED FOR THIS PROJECT. PROVIDE ONE FORM FOR EACH PERSON.**



**1) NAME:** Frederick Danner, QAO

**TITLE:** Building Envelope Consultant I **OFFICE:** Christiansburg, VA

**TYPICAL DUTY OR ASSIGNMENT:** Building Envelope Consultant I

**2) ASSIGNMENT FOR THIS PROJECT:** HazMat Testing

**% OF TYPICAL 40 WORKWEEK THIS PERSON WOULD SPEND ON THIS PROJECT** 20 **PERCENT**

**3) EMPLOYEE OF:** RAYMOND SINCE 1992

**4) YEARS OF EXPERIENCE:**

17 **YEARS TOTAL EXPERIENCE** 14 **YEARS WITH THIS FIRM**

**5) EDUCATION: COLLEGE / DEGREE(S) / YEAR / SPECIALIZATION:**

New River Community College

**6) ACTIVE REGISTRATION: Year first registered / State / Discipline or Type**

Commonwealth of Virginia Asbestos and Lead Inspector License
US DOT & IATA, Nuclear Gauge HazMat Certification

**COMMONWEALTH OF VIRGINIA 6-DIGIT REGISTRATION / CERTIFICATE / LICENSE NUMBER:**

**ARCHITECT #** n/a **or ENGINEER #** n/a

**7) CONSTRUCTION AND PROFESSIONAL SERVICES MANUAL (CPSM) TRAINING:**

**Has this person attended a CPSM Training Seminar?** No **If "Yes", list date of last attendance:** n/a

**8) EXPERIENCE AND / OR QUALIFICATIONS RELEVANT TO THIS PROJECT:**

**( List up to six (6) relevant projects and indicate individual's role and responsibility for each. )**

| Project | Role/Responsibility | Project Completion Date |
|---|---|---|
| Virginia Community College System, Northern VA Community College, Eleven (11) Buildings, Roof QAO & Moisture Surveys | HAZMAT Consultant | 2021 |
| Virginia Community College System, John Tyler Community College, Three (3) Buildings, Roof QAO & Moisture Surveys | HAZMAT Consultant | 2023 |
| Virginia Community College System, Blue Ridge Community College, Three (3) Buildings, Roof QAO & Moisture Surveys | HAZMAT Consultant | 2023 |
| Virginia Community College System, Danville Community College, Two (2) Buildings, Roof QAO & Moisture Surveys | HAZMAT Consultant | 2023 |
| Virginia Polytechnic Institute and State University, Fifteen (15) Facilities, Roof QAO & Moisture Surveys | HAZMAT Consultant | 2022 |
| Virginia School for the Deaf and Blind, Roof QAO &Moisture Survey | HAZMAT Consultant | 2019 |

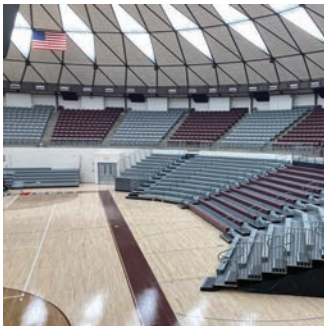
**The foregoing is a statement of fact.**

**Typed Name:** Michael Ramos **Signature:**

**Title:** President **Date:** 4/22/2025





## EXPERIENCE, EXPERTISE AND CAPABILITIES

T&L has no malpractice claims asserted in the past five (5) years.

# 05. METHODOLOGY & QUALITY CONTROL

THOMPSON & LITTON
EST. 1956



**A sampling of T&L's Public K-12 Clients:**

- Scott County Virginia Public School
- Floyd County Public Schools
- Bristol Virginia Public Schools
- Radford Virginia City Public Schools
- Norton Virginia City Public Schools
- Galax Virginia City Public Schools
- Bedford County Virginia Public Schools
- Buchanan County Virginia Public Schools
- Dickenson County Virginia Public Schools
- Giles County Virginia Public Schools
- Montgomery County Virginia Public Schools
- Pulaski County Virginia Public Schools
- Roanoke County Virginia Public Schools
- Russell County Virginia Public Schools
- Smyth County Virginia Public Schools
- Tazewell County Virginia Public Schools
- Washington County Virginia Public Schools
- Wise County Virginia Public Schools
- Mitchell County North Carolina Schools
- Bristol Tennessee Board of Education
- Johnson City Tennessee Schools
- Kingsport City Schools
- Washington Tennessee County Schools
- Carter County Tennessee Schools
- Unicoi County Tennessee Schools
- Hawkins County Tennessee Schools
- Sullivan County Tennessee Schools



# 05. METHODOLOGY & QUALITY CONTROL

**Project Understanding**

Tazewell County Public Schools (TCPS) has identified the need for complete bathroom renovations across its three high schools: Graham, Richlands, and Tazewell High Schools. Each facility, built between 1953 and 1955, has not undergone prior restroom renovations and therefore presents challenges typical of mid-century school construction, including outdated mechanical systems, potential hazardous materials, and general wear from decades of high student use.

This project encompasses the renovation of 12 total bathrooms (2 boys' and 2 girls' bathrooms per school), all of which are located on the first floors and accessible through tunnels or crawl spaces beneath. TCPS seeks durable, ADA-compliant, and aesthetically consistent bathrooms at each school, while also preserving site-specific characteristics such as existing entrance locations. The renovated spaces should demonstrate lasting value in terms of design, maintenance, and performance, aligning with the Division's desire to eliminate restroom conditions as a persistent source of public complaint.

Renovations must be carefully phased and executed while school is in session, with construction activities scheduled for afternoons, evenings, and weekends. Only two bathrooms will be taken offline at a time to ensure that facilities remain available for students throughout the construction period. Due to the age of the buildings, there is a likelihood of encountering legacy building materials including lead-based paint, lead piping, and/or asbestos-containing materials.

**Approach to Design and Execution**

***1. Holistic Site Evaluation and Environmental Planning***

Our project will begin with comprehensive on-site assessments to document existing conditions, accessibility, plumbing, HVAC, and electrical infrastructure. In recognition of the potential presence of lead and asbestos, Raymond LL will provide environmental consulting and testing to guide abatement strategies and ensure compliance with regulatory standards during demolition and reconstruction. Crawl space access and tunnel systems under the restrooms will be evaluated for utility routing, heater replacement, and potential installation of supplemental hot water solutions.

***2. Design for Function, Compliance, and Longevity***

T&L will develop a unified design standard across the three schools with flexibility for school-specific color themes. All bathrooms will be fully gutted and rebuilt to meet or exceed ADA standards, accommodate new electric heaters (replacing existing steam radiators), and incorporate TCPS's preferred fixtures and finishes—such as tall stainless steel partitions, solid-surface countertops, and moisture-resistant wall and floor materials designed for high-traffic durability. Each design will also retain and coordinate with existing environmental monitoring systems, including vape sensors.

Particular attention will be paid to:

- Mechanical & Electrical Upgrades: Converting from steam heat to electric, integrating exhaust and ventilation improvements, and evaluating hot water delivery needs (potential use of point-of-use water heaters).
- Plumbing Optimization: Upgrading existing systems to address unknowns related to legacy lead piping and improving water efficiency.
- Accessibility: Redesigning layouts to support ADA access without altering existing restroom entrances, as requested.

***3. Construction Phasing and Occupied Campus Coordination***

Understanding the constraints of working in active school environments, T&L will work closely with TCPS and the selected Job Order Contractor to develop and enforce a phased construction schedule that prioritizes student safety, minimizes disruptions, and delivers efficient bathroom turnover. This plan includes:

- Limiting work zones to two bathrooms at a time
- Scheduling major work during afternoons, weekends, and school breaks
- Coordinating inspections and approvals with local authorities and school staff

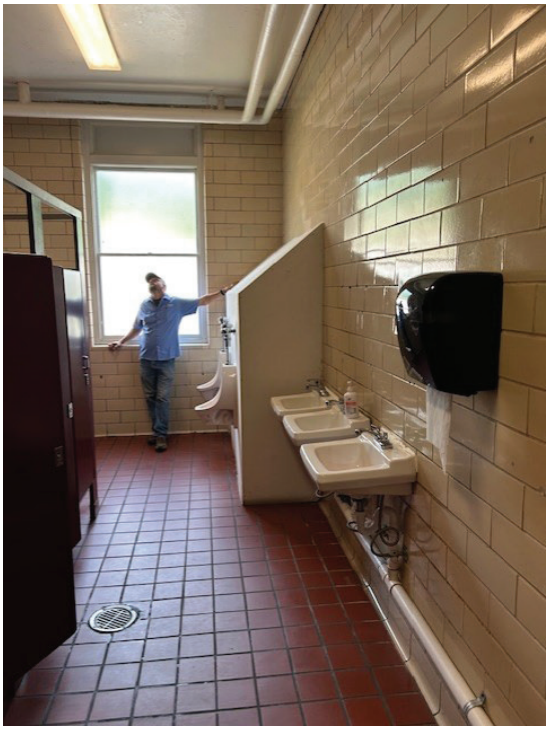
***4. Stakeholder Communication and Consistency***

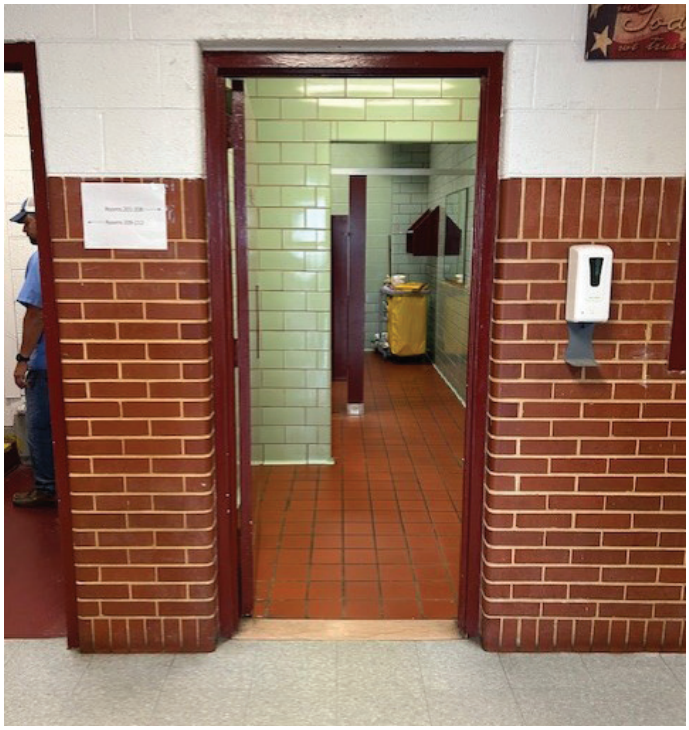
We recognize the importance of consistency and equity across the three schools. Our approach includes regular coordination meetings with TCPS facilities and administrative teams to ensure that material selections, hardware, layout concepts, and performance criteria remain aligned across all schools. Our local Tazewell office will serve as the base of operations, providing immediate response capability throughout the project's lifecycle.

***5. Durability & "Money's Worth" Value***

TCPS has emphasized that this project is an opportunity to set a new standard—both visually and functionally. Our specifications will focus on low-maintenance, high-performance materials that resist vandalism, moisture, and heavy wear. Fixtures and finishes will be selected not just for appearance but for ease of cleaning, cost-efficiency, and long-term serviceability—providing a tangible return on the Division's investment.

## Graham High School Existing Bathrooms

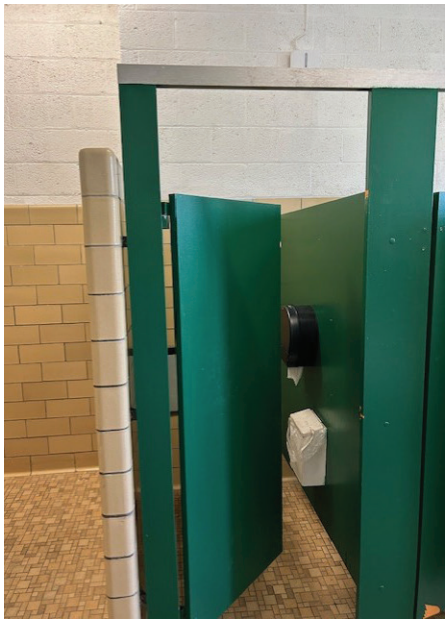








## Tazewell High School Existing Bathrooms



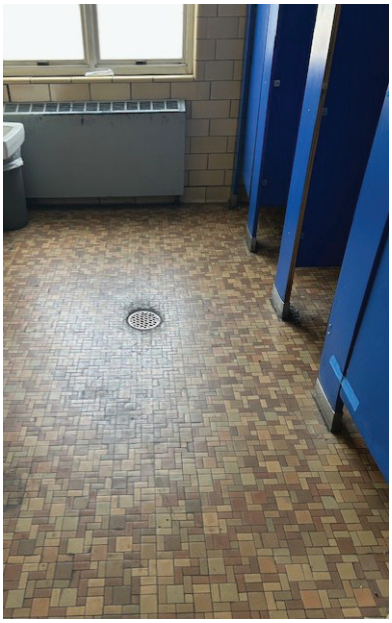







## Richlands High Schools Existing Bathrooms







# 05. METHODOLOGY & QUALITY CONTROL

**Job Order Contracting (JOC) Experience**

Over the last four years T&L has successfully completed several projects utilizing the Job Order Contracting (JOC) Procurement method. Many of these projects have been completed for local Governments and Schools.

T&L has developed JOC projects similar in nature to the Design-Bid-Build process as well as being hired directly by the JOC contractor to provide architectural and engineering services. For projects completed similar to the Design-Bid-Build process the documents were developed as if the project would be publicly bid, and once complete and ready for bid, they were provided to the JOC contractor for review and pricing. We have also completed projects where a portion of the work was competitively bid, and a portion was awarded through JOC Procurement.

**WHAT IS JOB ORDER CONTRACTING?**

An Indefinite Delivery Quantity (IDIC) construction delivery method that allows may projects to be completed through a competitively-awarded contract. The single-solicitation process enables projects to start faster and creates partnerships between project owners and awarded contractors, resulting in higher quality work.

The CPSM indicates JOC is best suited for the following project types that have two or more of the following characteristics:

(a) Relatively simple and straightforward.
(b) Small.
(c) Maintenance projects.
(d) Repetitive

In March of 2024, the Virginia General Assembly modified limitations to the Job Order Contracting legislation as follows:

***Summary***

Virginia Public Procurement Act; job order contracting; limitations. Increases from $6 million to $10 million the maximum threshold above which the sum of all jobs performed in a one-year job order contract term shall not exceed. The bill also increases the maximum threshold amount for any individual job order from $500,000 to $1 million. Finally, the bill increases from two to three the number of additional one-year terms for which job order contracts may be renewable, and the bill only applies to contracts entered into on or after the bill's effective date.

T&L has found that, for certain projects, the JOC method of delivery can be beneficial to our clients, especially with small, maintenance related projects where it is reassuring to know who your contractor is going to be and their pricing has been vetted through a competitive process.
Please see a sampling of T&L's JOC experience below.

**Radford City Public Schools**

1. High School HVAC Replacement
2. High School Science Classrooms/Labs

**Extreme Concrete and Construction, Inc.**

1. Roanoke County Schools - Charles Day TEC (Tech Ed Center) Door Project
2. Roanoke Municipal Building Office 310 North Up-Fit
3. Roanoke County Schools - Belview Elementary School Loading Dock Replacement

**Other School Projects**

1. Botetourt County Schools – Security Vestibules
2. Pulaski County Schools – Security Vestibules
3. Craig County Schools – Auditorium and Locker Room Renovations

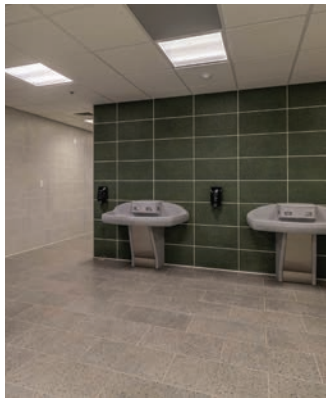
**Montgomery County Government Center**

1. Board Room Improvements
2. Treasurer's Department Improvements
3. County Administration Suite Improvements
4. Commissioner of the Revenue Office

# 05. METHODOLOGY & QUALITY CONTROL





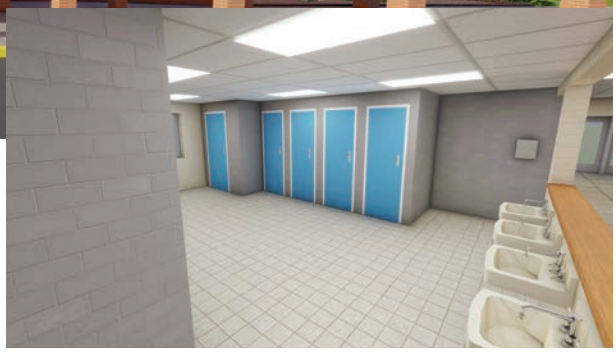


**Quality Control Program**

Since the founding of T&L in 1956, we have always strived to design with quality in mind. To further that philosophy and make it part of our corporate culture, we have formally adopted our Quality Assurance/Quality Control Program. We firmly believe that quality is more than a check list, it should be the way you conduct business. Quality assurance is the planned and systematic activities implemented in a quality system such that quality requirements for a product or service be fulfilled. Quality control is the procedures, observation techniques, tools and activities used to fulfill requirements for quality. We provide quality assurance by integrating our QA/QC philosophy into our everyday activities as we go about designing a project. We do this by promoting communication and coordination between the various design team members as well as with the client's staff. We ensure that we understand the clients needs and that the project scope and goals reflect their desires. We communicate with each other internally as well as with the client and other external entities as the design progresses to keep everyone on track. This also helps us to be sure that we are meeting all applicable codes and using best practices in our design. We plan for quality control from the beginning of a project by establishing specific milestones in the schedule to coordinate the project with the various team members, check the budget and to verify we are addressing the clients needs and goals. By adhering to our formal program, we strive to make quality a normal part of our business practice and not an afterthought at the end of a project.

Please find highlighted examples of T&L's similar projects on the following pages.





# SCHOOL ENTRANCE & RESTROOM IMPROVEMENTS

## WASHINGTON COUNTY, VA

T&L provided design services for Washington County Schools to improve the main entrances for several schools within the County that required ADA access integration, security upgrades and bathroom modifications. A new ADA ramp was integrated into the existing school design, keeping with the original architectural style. The security upgrades included the design of a secure vestibule to monitor visitor access into the building. The bathroom upgrades consisted of modifications to the gang toilet layout into individual stalls that meet ADA requirements.  The project also provided hazardous material testing and reports included in the project manual.

T&L provided renderings and walk-thru to assist the client when presenting the information to the school board and staff meetings.

**SERVICES PROVIDED**
Architecture
MEP/Fire Protection Engineering

**COMPLETION DATE**
2022

**CLIENT**
Washington County Schools
812 Thompson Drive
Abingdon, VA  24210

**REFERENCE**
Chad Wallace
540.628.1850




# SECURITY VESTIBULES AND SINGLE-USE RESTROOMS

## WASHINGTON COUNTY, VA

T&L undertook a comprehensive project for the Washington County Virginia Schools, providing a range of professional services including architectural design, mechanical engineering, electrical engineering, plumbing engineering, and construction contract administration. The primary focus of the project was the design and construction of security vestibules at Abingdon High School and John Battle High School. These secure entryways were strategically positioned at the main entrances to enhance control over visitor access, with features such as painted hollow metal doors and frames, impact-resistant glazing, and advanced security measures including electrical locking devices and remote access controls. Moreover, the vestibules were designed to facilitate easy monitoring by school resource officers stationed at the front of the building, ensuring direct line of sight to the entrance and parking lot. Additionally, each vestibule incorporated temperature monitoring stations to ensure the safety of visitors by screening for symptoms.

Furthermore, as part of the project, T&L facilitated the renovation and reconfiguration of one existing boys' and girls' restroom at both Patrick Henry High School and Holston High School to create single-use restrooms. This initiative aimed to improve privacy and accessibility for students. The renovated restrooms were designed to accommodate individuals with diverse needs and preferences. Overall, T&L's comprehensive approach to the project ensured the successful implementation of security enhancements and facility improvements across multiple school campuses in Washington County.

**SERVICES PROVIDED**
Constr. Contract Administration
Architecture
Structural Engineering
MEP Engineering

**NOTABLE FEATURES**
Security Vestibules
Single-Use Restrooms

**CONSTRUCTION COST**
$3,832,472

**COMPLETION DATE**
2023

**CLIENT**
Washington County Virginia School Board
812 Thompson Drive
Abingdon, VA 24210

**CONTACT**
Chad Wallace
540.628.1850



# SCHOOL ENTRANCE & RESTROOM IMPROVEMENTS

## BRISTOL, VA

T&L provided design services for Bristol City Schools to improve the main entrances along with several bathroom modifications. The new lobby entrance was redesigned into a secure vestibule that easily monitors visitor access and provides improved security measures.

Several existing bathrooms were outfit to a gang toilet layout into individual stalls that also meet ADA requirements. Hazardous material testing and reports were included in the project manual.

T&L provided renderings and walk-thru to assist the client when presenting the information to the school board and staff meetings.

**SERVICES PROVIDED**
Architecture
MEP/Fire Protection Engineering

**NOTABLE FEATURES**
Enhanced Security Features
Gang Stalls

**COMPLETION DATE**
2022

**CLIENT**
Bristol City Schools
220 Lee Street
Bristol, Virginia 24201

**REFERENCE**
Mr. Keith Perrigan, Ed.D
276.821.5600



# MCHARG ELEMENTARY RENOVATION

## RADFORD, VA

McHarg Elementary School constructed in 1957, housing 610 students on a 16.26 acre lot, went through a series of four renovations for general classroom additions and an art room in recent years. The last renovation was the first entrance canopy in 2010. Due to the aging school and growing student body it was decided that a comprehensive renovation was needed to keep the school in working order. The overall approach to the success of this project was collaboration and engagement between all stakeholders.

The project included selective demolition, asbestos abatement, replacement of existing building mechanical, electrical, and plumbing systems, and reconfiguration of interior walls in the existing school and the new building additions included a new gym, classrooms, bathrooms and play areas.

T&L provided architectural, and engineering services for planning and design which also included surveying, geotechnical, permitting, preparation of bid documents, and construction contract administration.

**SERVICES PROVIDED**
Architecture
Engineering

**NOTABLE FEATURES**
Renovation 49,200 SF
Addition 26,400 SF

**CONSTRUCTION COST**
$17,526,265

**COMPLETION DATE**
2022

**CLIENT**
Radford City Schools
1612 Wadsworth Street
Radford, Virginia 24141

**CONTACT**
Dr. Adam Joyce
Superintendent
540.733.647




# RESTROOM CONVERSION

## SCOTT COUNTY, VA

Under a retainer agreement with Scott County Public Schools, T&L completed the Gate City Middle School Basement Level Restroom Sewer Line and Toilet Partition Replacement project. This project involved the replacement of existing sewer lines and vents, installation of new toilet partitions, and the addition of finished flooring in the boys' and girls' restrooms on the basement level. Notably, the scope did not include new toilet fixtures or any work on the first and second floors.

The sewer line replacement encompassed the common lines located below grade, extending to the ceiling space just beneath the first-floor concrete. Additionally, the project excluded the replacement of the pressure reducing valve and backflow preventer at the water service entrance.

T&L's services included the preparation of construction documents for competitive bidding. The firm facilitated the bidding process with a pre-bid meeting and bid opening. During construction, T&L attended up to four monthly progress meetings, conducted periodic site visits, reviewed contractor submittals, and managed pay applications and requests for information. They also performed substantial and final completion inspections, providing written reports and reviewing the contractor's closeout documents.

**SERVICES PROVIDED**
Architecture
Structural Engineering
MEP Engineering

**NOTABLE FEATURES**
Sewer Line Replacement
Finished flooring addition
Toilet Partition Installation

**CONSTRUCTION COST**
$27,154

**COMPLETION DATE**
2024

**CLIENT**
Scott County Schools
340 East Jackson Street
Gate City, VA 24251

**CONTACT**
Robert Sallee
276.995.2471

# 06. CAPABILITY OF TIMELY RESPONSE




T&L is prepared to begin work immediately on this project so the vision of the Client may become reality as soon as possible. We have the manpower available to perform the work in an efficient and timely manner. We believe that we can work with the Client to determine realistic schedules and provide efficient completion of all project phases.

T&L is currently capable of producing over 15,083 man-hours per month. We expect this level of production capability to remain constant for 2025. The overall resources of T&L indicate an availability of man-hours beginning immediately that can be dedicated to the Client's project.

On a regular basis, the project manager and the technical department managers review manpower availability and project demands. A formal review with Principal oversight is conducted monthly. The goal of these reviews is to determine where manpower is needed to keep projects on schedule and to meet client needs. These reviews also aid in anticipating future needs such that resources can be allocated accordingly.

While expecting the level of production capability to remain constant for 2025 with steady controlled growth into 2026, T&L anticipates adding manpower as needed during the next three years. Proactive planning affords us the opportunity to anticipate resource demands and make adjustments with our personnel such that our client's projects are completed on schedule.

## EXHIBIT 2

### REFERENCE LIST

The offeror is required to state and describe in the space provided below the work of a character similar to that sought to be procured in the RFP has been previously performed, and to give references and full contact information and such other information as will enable TCPS to evaluate the responsibility, experience, skill and financial standing of the offeror. Proposals from offerors lacking substantial and credible experience in the particular type of work sought to be procured under the RFP will not be considered.

**Robert Sallee, Scott County Public Schools**

340 East Jackson Street, Gate City, VA 24251

276.386.6118

**Chad Wallace, Washington County Virginia School Board**

812 Thompson Drive, Abingdon, VA 24210

276.739.3016

**Mr. Keith Perrigan, Ed.D, Bristol City Schools**

220 Lee Street, Bristol, Virginia 24201

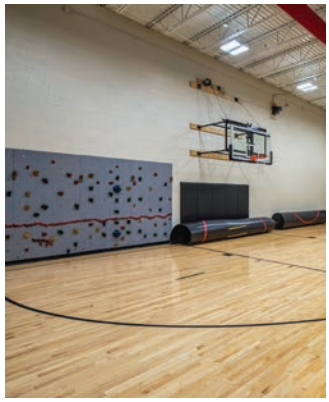
276.821.5600

* Please see Section 5 for project descriptions.

# 08. CONFLICT OF INTEREST DISCLOSURE







T&L does not have any potential conflicts of interest to performing this work for Tazewell County Public Schools.

# EXHIBIT 1

## OFFEROR INFORMATION

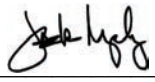
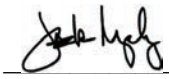
| | |
|---|---|
| RFP No.: | TCPS0525-HS Bathroom Renovations |
| Offeror Name: | Thompson & Litton, Inc. |
| Offeror Address: | 329 Main Street |
| | Tazewell, VA 24651 |
| Telephone: | 276.988.7921 |
| Email: | T-L@T-L.com |
| VA SCC Identifier No.: | 0131411-1 |
| Distance (in miles) from 506 Jeffersonville Street Tazewell, VA 24651: | 0.3 miles (1 minute) |
| Name & Title of Offeror Representative Submitting Proposal: | Jack Murphy, AIA, Senior Vice President - Project Management |
| Signature: |  |
| Date: | June 20, 2025 |

**EXHIBIT 3**

**OFFEROR' S NON-SOLICITATION NON-KICKBACK CERTIFICATION**

The undersigned offeror, by and through the offeror's duly authorized agent that executes this Certification below, hereby certifies on a continuing basis that if the contract is awarded to offeror, that no member of the School Board of Tazewell County, Virginia, or other member of any elected governing body of Tazewell County, Virginia, or any member of their respective immediate families, including spouse, parents, or children, or any person representing or purporting to represent any member of any elected governing body of Tazewell County, Virginia, has received or has been promised, directly or indirectly, any financial benefit, by way of gift, kickback, fee, commission, finder's fee, political contribution, or any similar form of remuneration on account of the acts of awarding and/or executing the contract.

Signature: 

Name: Jack Murphy, AIA

Title: Senior Vice President - Project Management

Offeror Name: Thompson & Litton, Inc.

Date: June 20, 2025

1

## EXHIBIT 4

### OFFEROR' S ELIGIBILITY CERTIFICATION

The undersigned offeror, by and through the offeror's duly authorized agent that executes this Certification below, hereby certifies the following on a continuing basis with respect to its proposal and any contract that may be awarded:

(i) Neither offeror nor any officer, director or owner thereof has had judgments entered against said entity or individual within the past ten years for the breach of contracts for governmental or nongovernmental construction, including, but not limited to, design-build or construction management;

(ii) Neither offeror not any officer, director, owner, project manager, procurement manager or chief financial official thereof has been convicted within the past ten years of a crime related to governmental or nongovernmental construction or contracting, including, but not limited to, a violation of (i) Article 6 (§ 2.2-4367 *et seq*.) of this chapter, (ii) the Virginia Governmental Frauds Act (§ 18.2-498.1 *et seq*.), (iii) Chapter 4.2 (§ 59.1-68.6 *et seq*.) of Title 59.1, or (iv) any substantially similar law of the United States or another state; and

(iii) neither offeror nor any officer, director, or owner thereof is currently debarred pursuant to an established debarment procedure from bidding or contracting by any public body or agency of any state or the federal government.

Signature: _____

Name: Jack Murphy, AIA

Title: Senior Vice President - Project Management

Offeror Name: Thompson & Litton, Inc.

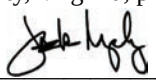
Date: June 20, 2025

## SCHEDULE C

**TCPS – HIGH SCHOOL BATHROOM RENOVATION PROJECT**

**VA. CODE § 22.1-296.1 CERTIFICATION**

The undersigned contractor, by and through the contractor's duly authorized agent that executes this Certification below, hereby certifies on a continuing basis that, with respect to its employees and any other individuals that will provide services on the above-referenced project through the undersigned contractor, no such employee or individual has been convicted of any violent felony set forth in the definition of barrier crime in subsection A of Va. Code § 19.2-392.02; any offense involving the sexual molestation, physical or sexual abuse, or rape of a child, or the solicitation of any such offense; or any crime of moral turpitude (except crimes of moral turpitude exempted under Va. Code § 22.1-296.1.G approved in writing by the School Board of Tazewell County, Virginia, prior to execution of this Certification).

Signature: 

Name: Jack Murphy, AIA

Title: Senior Vice President - Project Management

Contractor Name: Thompson & Litton, Inc.

Date: June 20, 2025



# HIGH SCHOOL RESTROOM RENOVATIONS| TAZEWELL COUNTY PUBLIC SCHOOLS

JUNE 30, 2025

THOMPSON & LITTON

# ABOUT US

Providing creative solutions to our clients with an emphasis on the communities around us.




THOMPSON & LITTON

# Tazewell County Public Schools



**Steve Brooks, PE**
Officer-in-Charge



**Pam Young**
Project Manager



**Erica F. Sunshine, AIA**
Director of Architecture



**Steven R. Farris, PE**
Director of Building Services



**Keith Almoney, PE**
Structural Engineer



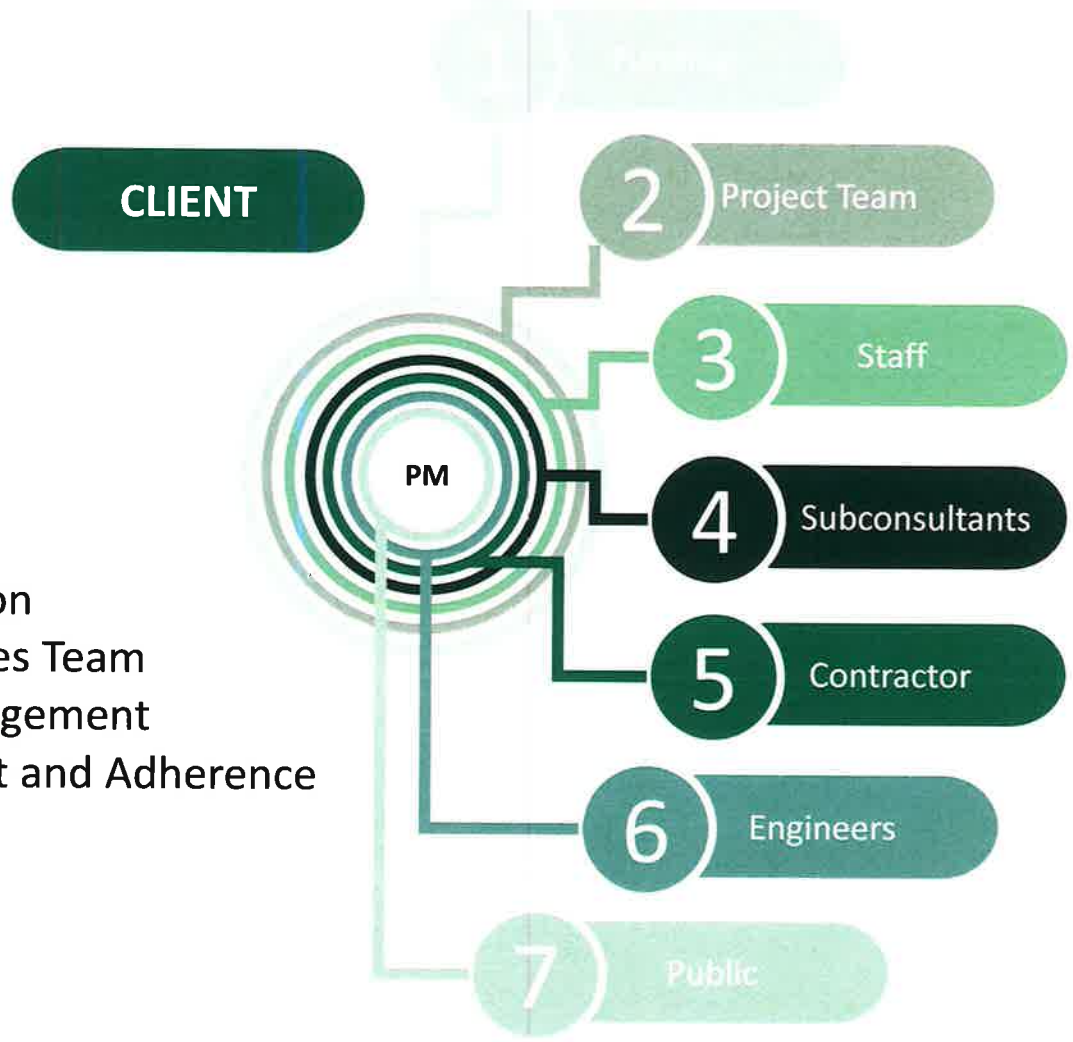
**Russell Anderson, PE**
Electrical Engineer

RAYMOND
SINCE 1992

## MEET THE TEAM

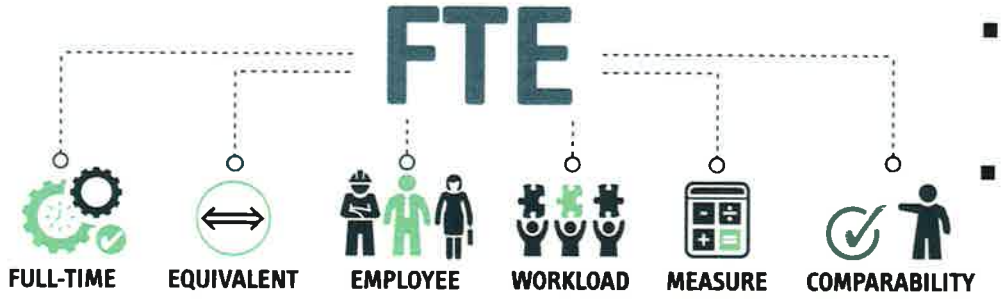
THOMPSON & LITTON

- **Project Manager <u>Pam Young</u>**
  - Responsible for Day-to-Day
  - Primary Point of Contact
  - Key Tasks:
    - Overall Project Direction
    - Assigns and Coordinates Team
    - Budget and Cost Management
    - Schedule Development and Adherence
    - **Client Satisfaction**






THOMPSON & LITTON




- **Begin Work Immediately**
  - Determine Efficient Project Schedule
- **Producing 15,083 Monthly Man-Hours**
- **Regular Project Manager Review**
  - Determine Manpower Needed
  - Anticipate Future Needs
  - Adequate Resource Allocation
- **Every Major Discipline In-House**
  - Operations Geared to Service Municipalities
  - Can Mobilize Quickly
  - React to Dynamic and Sometimes Urgent Needs

# FIRM CAPABILITIES



CIVIL ENGINEERING



ARCHITECTURE



MEP ENGINEERING

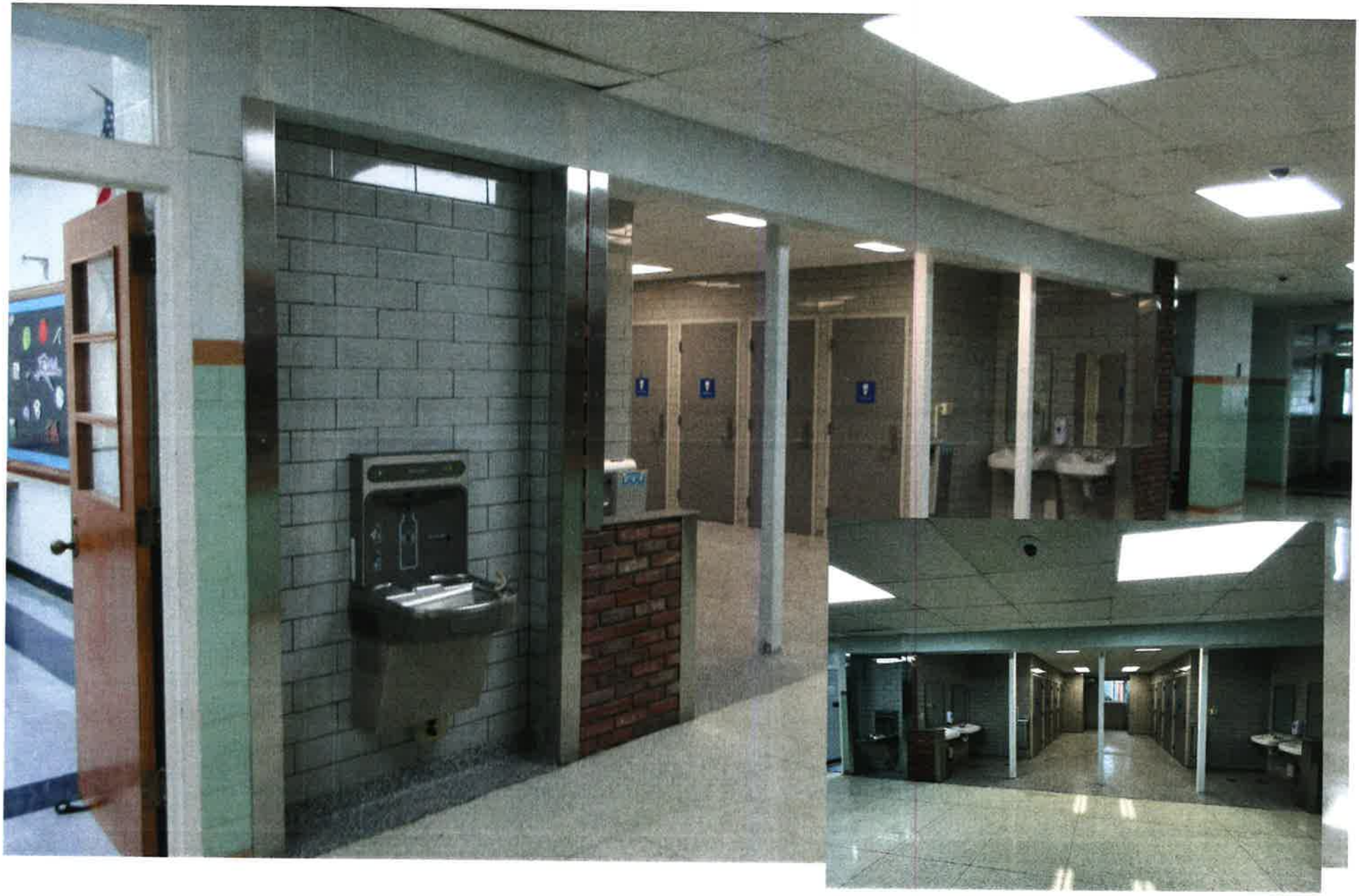


STRUCTURAL



SURVEY

THOMPSON
& LITTON



# PATRICK HENRY HIGH SCHOOL SINGLE USER RESTROOMS

WASHINGTON COUNTY, VA

THOMPSON & LITTON



# HIGH SCHOOL RESTROOM IMPROVEMENTS

WASHINGTON COUNTY, VA

THOMPSON & LITTON



# RESTROOM IMPROVEMENTS

BRISTOL VIRGINIA PUBLIC SCHOOLS

THOMPSON & LITTON



# ADMINISTRATION RESTROOMS

BRISTOL VIRGINIA PUBLIC SCHOOLS

THOMPSON & LITTON



# MCHARG ELEMENTARY SCHOOL ADDITION AND RENOVATIONS

RADFORD CITY PUBLIC SCHOOLS, VA

THOMPSON & LITTON

## Graham High School

**Scope:**
Renovation of 12 restrooms (4 per school) at Graham, Richlands, and Tazewell High Schools (built 1953–1955).

**Challenges:**
Outdated systems, heavy wear, potential hazardous materials (asbestos, lead).

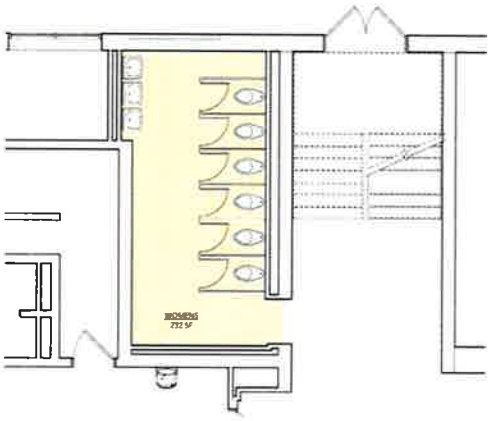






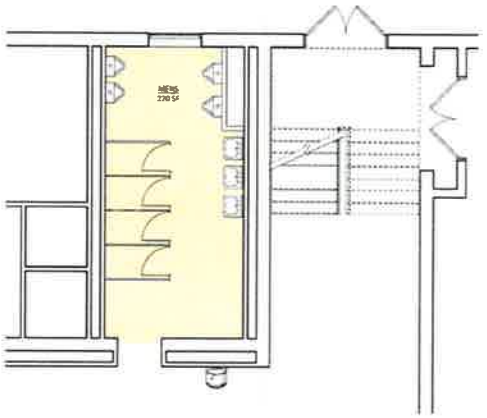


THOMPSON & LITTON



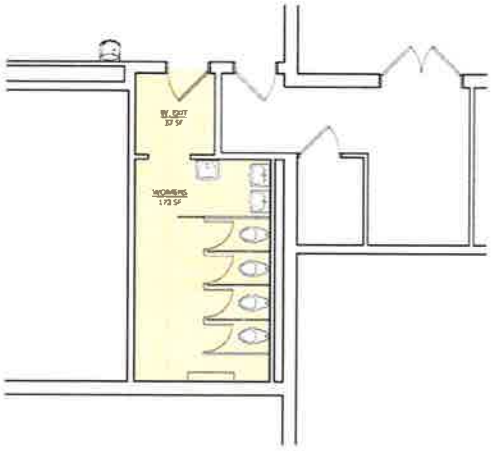
~ 232 SF

EXISTING WOMENS RESTROOM - FIRST FLOOR



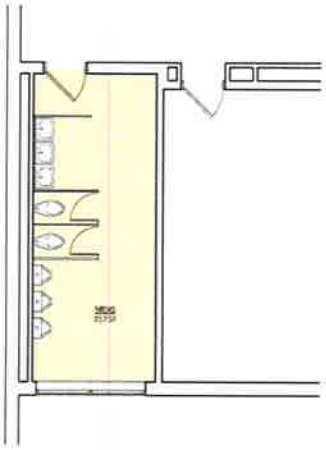
~ 220 SF

EXISTING MENS RESTROOM - FIRST FLOOR



~ 209 SF

EXISTING WOMENS RESTROOM - SECOND FLOOR



~ 217 SF

EXISTING MENS RESTROOM - SECOND FLOOR

# GRAHAM HIGH SCHOOL EXISTING RESTROOMS

719321
06/26/2025

## EXISTING FIRST & SECOND FLOOR PLANS

## PROJECT UNDERSTANDING

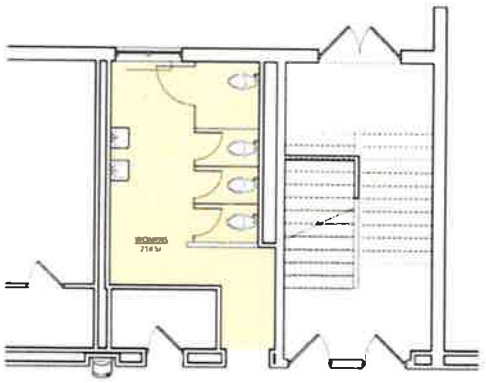
THOMPSON & LITTON

## Richlands High School

**Goals:**

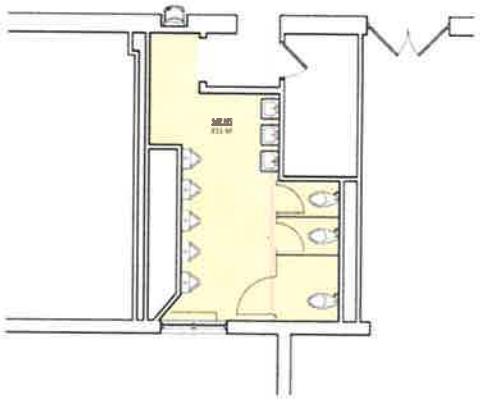
- ADA-compliance and durable, low-maintenance design
- Preserve existing layout features (e.g., entrance locations)
- Consistent aesthetics across all schools





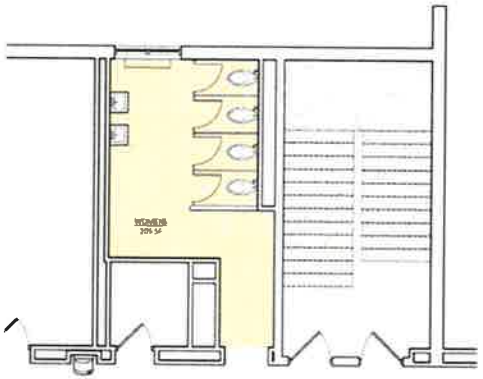
~ 218 SF

EXISTING WOMENS RESTROOM - FIRST FLOOR



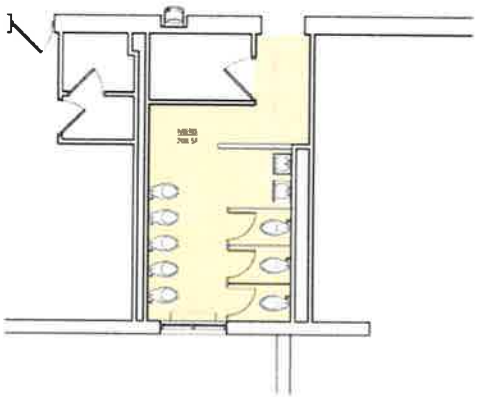
~ 211 SF

EXISTING MENS RESTROOM - FIRST FLOOR



~ 205 SF

EXISTING WOMENS RESTROOM - SECOND FLOOR



~ 208 SF

EXISTING MENS RESTROOM - SECOND FLOOR

# RICHLANDS HIGH SCHOOL EXISTING RESTROOMS

## EXISTING FIRST & SECOND FLOOR PLANS

719321
06/26/2025

## PROJECT UNDERSTANDING

THOMPSON & LITTON

## Tazewell High School

**Construction Approach:**

- Phased renovations during off-hours (afternoons/evenings/weekends)
- Only 2 restrooms offline at a time to minimize disruption
- Outcome: Improve functionality, safety, and public perception of restroom facilities.

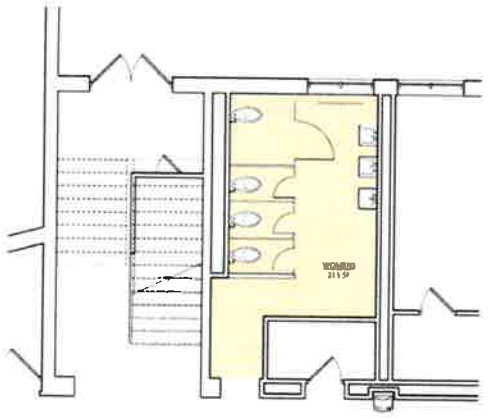






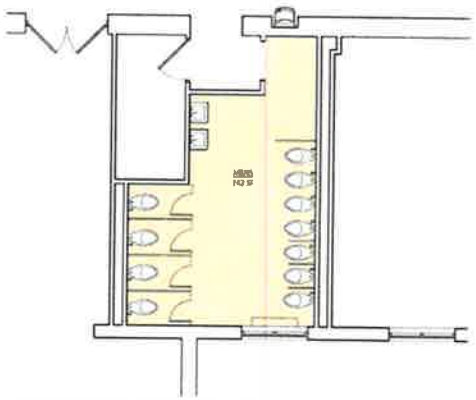


THOMPSON & LITTON



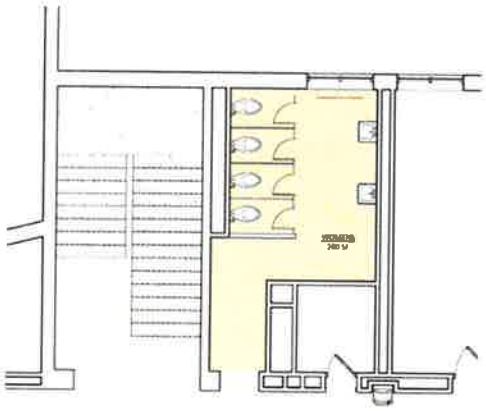
~ 215 SF

EXISTING WOMENS RESTROOM - FIRST FLOOR



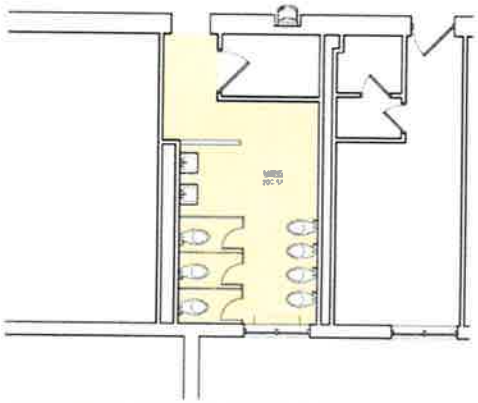
~ 242 SF

EXISTING MENS RESTROOM - FIRST FLOOR



~ 200 SF

EXISTING WOMENS RESTROOM - SECOND FLOOR



~ 207 SF

EXISTING MENS RESTROOM - SECOND FLOOR

# TAZEWELL HIGH SCHOOL EXISTING RESTROOMS

## EXISTING FIRST & SECOND FLOOR PLANS

719321
06/26/2025

## PROJECT UNDERSTANDING

THOMPSON & LITTON

# What is Job Order Contracting?

An Indefinite Delivery Indefinite Quantity (IDIQ) construction delivery method that allows many projects to be completed through a competitively-awarded contract. This single-solicitation process enables projects to start faster and creates partnerships between project owners and awarded contractors, resulting in higher quality work. As the creator of JOC, Gordian has decades of experience implementing and supporting successful JOC programs. Contact us to learn more.



The CPSM indicates JOC is best suited for the following project types that have two or more of the following characteristics:

- Relatively simple and straightforward.
- Small.
- Maintenance projects.
- Repetitive

Job Order Contracting Thresholds:

- $10 Million the maximum threshold, sum of all jobs performed in a one-year
- $1 Million maximum threshold amount for any individual job order



T&L Experience:

- Montgomery County Government Center, multiple renovations.
- Radford City Public Schools, HVAC Replacement, and Classroom/Lab Renovations.
- Extreme Concrete and Construction Inc.,
    - Multiple School Systems, with Security Vestibules, Auditorium Renovations, Loading Dock Replacement
    - Mountain Empire Community College, Pharmacy Lab Simulator, RV Pedestals
    - Southwest Community College, Window Replacement



THOMPSON & LITTON

## Graham High School - Estimate

| | |
|---|---|
| Low Cost: | $380,375 |
| High Cost: | $492,250 |

## Richlands High School - Estimate

| | |
|---|---|
| Low Cost: | $369,750 |
| High Cost: | $478,500 |

## Tazewell High School – Estimate

| | |
|---|---|
| Low Cost: | $376,125 |
| High Cost: | $486,750 |



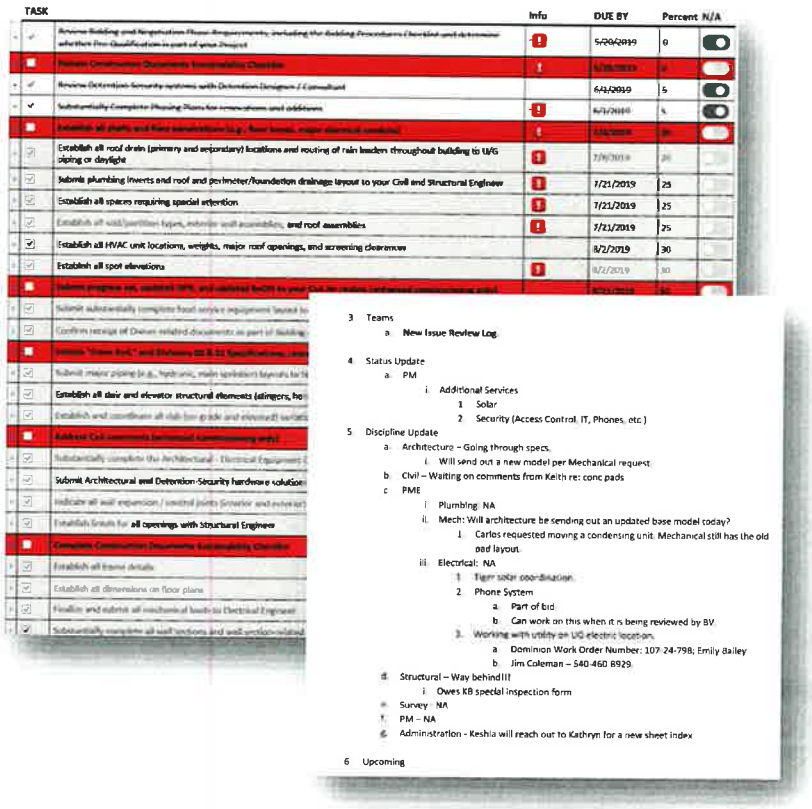
**Above costs do not include any A/E fees or ancillary costs.*
**We anticipate A/E fees to be within 8% to 12% of construction value.*



THOMPSON & LITTON

# QUALITY CONTROL

- 3-Dimensional Cloud Based Model
- Microsoft teams:
  - Weekly Team Meetings
  - Tasks / Issue Logs / Minutes
- Progress Documents
- Quality Control Checks:
  - Navisworks Clash Detection
  - BlueBeam Studio



| TASK | Info | DUE BY | Percent | N/A |
|---|---|---|---|---|
| ~~Review Bidding and Negotiation Phase Requirements, including the Bidding Procedures Checklist and determine whether Pre-Qualification is part of your Project~~ | ! | ~~5/20/2019~~ | 0 | |
| Review Construction Documents Sustainability Checklist | ! | ~~6/10/2019~~ | 0 | |
| ~~Review Detention Security systems with Detention Designer / Consultant~~ | | ~~6/1/2019~~ | 5 | |
| ~~Substantially Complete Phasing Plans for renovations and additions~~ | ! | ~~6/1/2019~~ | 5 | |
| Establish all shafts and floor penetrations (e.g., floor boxes, major electrical conduits) | ! | ~~6/1/2019~~ | 30 | |
| Establish all roof drain (primary and secondary) locations and routing of rain leaders throughout building to U/G piping or daylight | ! | 7/9/2019 | 20 | |
| Submit plumbing inverts and roof and perimeter/foundation drainage layout to your Civil and Structural Engineer | ! | 7/21/2019 | 25 | |
| Establish all spaces requiring special attention | ! | 7/21/2019 | 25 | |
| Establish all wall/partition types, exterior wall assemblies, and roof assemblies | ! | 7/21/2019 | 25 | |
| Establish all HVAC unit locations, weights, major roof openings, and screening clearances | | 8/2/2019 | 30 | |
| Establish all spot elevations | ! | 8/2/2019 | 30 | |
| Submit progress set, updated SPR, and updated BoDS to your Civil, Architectural and MEP consultants | | 8/23/2019 | 50 | |
| Submit substantially complete food service equipment layout to | | | | |
| Confirm receipt of Owner related documents as part of Building | | | | |
| Submit "Green Book" and Division 02 & 33 Specifications, prep | | | | |
| Submit major piping (e.g., hydronic, main sprinkler) layouts to M | | | | |
| Establish all stair and elevator structural elements (stringers, ha | | | | |
| Establish and coordinate all slab on grade and elevated/ | | | | |
| Address Civil comments (estimated Commissioning only) | | | | |
| Substantially complete the Architectural - Electrical Equipment C | | | | |
| Submit Architectural and Detention Security hardware solution | | | | |
| Indicate all wall expansion / control joints (interior and exterior) | | | | |
| Establish Grids for all openings with Structural Engineer | | | | |
| Complete Construction Documents Sustainability Checklist | | | | |
| Establish all frame details | | | | |
| Establish all dimensions on floor plans | | | | |
| Finalize and submit all mechanical loads to Electrical Engineer | | | | |
| Substantially complete all wall sections and wall section-related | | | | |

3. Teams
   a. **New Issue Review Log**
4. Status Update
   a. PM
      i. Additional Services
         1. Solar
         2. Security (Access Control, IT, Phones, etc.)
5. Discipline Update
   a. Architecture – Going through specs.
      i. Will send out a new model per Mechanical request
   b. Civil – Waiting on comments from Keith re: conc pads
   c. PME
      i. Plumbing: NA
      ii. Mech: Will architecture be sending out an updated base model today?
         1. Carlos requested moving a condensing unit. Mechanical still has the old pad layout.
      iii. Electrical: NA
         1. Tigrr solar coordination.
         2. Phone System
            a. Part of bid
            b. Can work on this when it is being reviewed by BV.
         3. Working with utility on UG electric location.
            a. Dominion Work Order Number: 107-24-798; Emily Bailey
            b. Jim Coleman – 540-460-8929
   d. Structural – Way behind!!!
      i. Owes KB special inspection form
   e. Survey: NA
   f. PM – NA
   g. Administration - Keshia will reach out to Kathryn for a new sheet index
6. Upcoming

## QA/QC PROCESS

THOMPSON & LITTON

**FOCUSED** | Specialized Expertise in Educational Facilities

**EXPERIENCED** | Familiar with TCPS and Extensive Portfolio

**COMMITTED** | Part of Your Team

**PROFICIENT** | Deliver Complex Projects

**"We search for creative solutions to clients needs."**

WHY US?

THOMPSON & LITTON

Cynthia Hurley <clhurley@tcpsva.org>

# Proposal Submission - RFP No. TCPS0525: High School Bathroom Renovations - Cameron Wolfe Architect

1 message

**clw-aia@comcast.net** <clw-aia@comcast.net> Fri, Jun 20, 2025 at 5:50 PM
To: clhurley@tcpsva.org
Cc: CLW Architects <clw-aia@comcast.net>, robin@rlseng.com

**IRONSCALES couldn't recognize this email as this is the first time you received an email from this sender clw-aia@comcast.net**

Attached please find our proposal submission for **RFP No. TCPS0525 – High School Bathroom Renovations at Graham, Richlands, and Tazewell High Schools.** The proposal includes all required sections and exhibits, and is submitted by:

**Cameron L. Wolfe Jr., AIA**
1216 North Main Street
Marion, VA 24354
(276) 783-8391
clw-aia@comcast.net

We appreciate the opportunity to be considered for this important project and are enthusiastic about the possibility of continuing our work with Tazewell County Public Schools. Please do not hesitate to contact me with any questions or if additional documentation is needed.

We will follow up to confirm receipt and remain available throughout the selection process.

Best regards,

C.J. Wolfe

**CAMERON L. WOLFE, JR. AIA ARCHITECT**

1216 North Main Street | Marion, VA 24354

Office: (276) 783-8391

Direct: (804) 496-0740

**RFP No. TCPS0525 - HS Bathroom Renovations - Cameron L Wolfe Architect.pdf**
1876K

Rigor • Relevance • Relationships
TAZEWELL
County Public Schools

# REQUEST FOR PROPOSAL

## RFP NO. TCPS0525- HS Bathroom Renovations

## PROPOSAL FOR ARCHITECTURAL, ENGINEERING, AND RELATED SERVICES

## TAZEWELL COUNTY PUBLIC SCHOOLS HIGH SCHOOL BATHROOM RENOVATIONS TAZEWELL COUNTY, VIRGINIA

*Submitted To:*
*Tazewell County Public Schools*
*Attn: Ms. Cynthia Hurley*
*506 Jeffersonville Street*
*Tazewell, VA 24651*

*submitted electronically (via email) to*
*clhurley@tcpsva.org*

**11:59 p.m. local time**
**Friday, June 20, 2025**

CAMERON L. WOLFE, JR. AIA
Architecture and Planning
1216 North Main Street, Marion, Virginia
(276) 783-8391

RL Structural
ENGINEERING, PLLC

***Submitted By:***
*Cameron L. Wolfe Jr. AIA*
*Architectural and Planning*
*1216 North Main Street*
*Marion, VA 24354*
*Email: clw-aia@comcast.net*
*(276) 783-8391 / (276) 759-1255*

*In collaboration with*

*RL Structural Engineering, PLLC*
*101 Reynolds Ave.*
*Bluefield, VA 24605*
*Email: robin@rlseng.com*
*(276) 245 8977*

June 20, 2025

Tazewell County Public Schools
Attn: Ms. Cynthia Hurley
506 Jeffersonville Street
Tazewell, VA 24651

RE: Proposal Submission for RFP No. TCPS0525
Architectural Services for High School Bathroom Renovations

Dear Ms. Hurley:

We appreciate the opportunity to submit our proposal to provide full architectural, engineering, and related services for the planned renovations of Graham, Richlands, and Tazewell High Schools. As lifelong residents and professionals deeply familiar with the fabric of Tazewell County, our team is uniquely positioned to provide highly responsive, technically sound, and community-conscious services.

Our firm, led by Cameron L. Wolfe, Jr., AIA, brings over five decades of experience in public sector projects with an emphasis on educational, municipal, and renovations. With the added strengths of Roberta A. Lee, PE (Structural Engineer and Local Point of Contact), and a seasoned engineering team (Joe Riggs, PE; Derwin Carmel, PE), we are confident in our ability to execute this project with excellence, safety, and efficiency.

We look forward to further discussion and the opportunity to bring these vital improvements to fruition for the students and staff of Tazewell County Public Schools.

Respectfully,



Cameron L. Wolfe, Jr. AIA NCARB
Architect

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**FORMS:**

Exhibit 1 – Offeror Information (attached)
Exhibit 2 – References (attached)
Exhibit 3 – Non-Solicitation Certification (attached)
Exhibit 4 – Eligibility Certification (attached)
Schedule C – Background Check Certification (to be submitted post-award)

## Section 1: EXECUTIVE SUMMARY

Cameron L. Wolfe, Jr. AIA, in collaboration with RL Structural Engineering, PLLC, respectfully submits this proposal in response to RFP No. TCPS0525 for Architectural, Engineering, and Related Services for High School Bathroom Renovations at Graham High School, Richlands High School, and Tazewell High School.

Our team offers a highly experienced, locally-based design partnership with a combined legacy of over 100 years in educational, public safety, and municipal design across Southwest Virginia. Led by Architect of Record Cameron Wolfe, AIA, and Structural Engineer Roberta Lee, PE, we bring a deep understanding of ADA requirements, VDOE standards, and the practical realities of phased construction in occupied schools.

We offer:

- Proven expertise in restroom renovations, including MEP coordination, code upgrades, and durable finishes
- Extensive experience working with schools and contractors
- A commitment to responsiveness through local presence and same-day site availability
- Full capability in BIM and real-time rendering technologies using Revit, AutoCAD, Enscape, and Autodesk Construction Cloud
- A structured, five-phase AIA approach emphasizing stakeholder input, quality control, and construction-ready deliverables

Our project methodology is rooted in transparency, technical excellence, and long-term value. We are confident in our ability to deliver a well-documented, cost-effective solution that will enhance restroom functionality, durability, and compliance for TCPS's high school facilities.

We appreciate the opportunity to serve Tazewell County Public Schools and look forward to contributing to this meaningful capital improvement.

**Section 2: FIRM INFORMATION & OVERVIEW**

| | |
|---|---|
| *Firm Name:* | **Cameron L. Wolfe, Jr. AIA Architecture and Planning** |
| *Business Address:* | **1216 N. Main Street, Marion, VA 24354** |
| *Telephone/fax number:* | **Phone: 276-783-8391** |
| *Contact/email address:* | **clw-aia@comcast.net** |
| *Type of organization:* | **Sole Proprietorship** |
| *Name of Principals:* | **Cameron L. Wolfe, Jr., AIA, NCARB** |

Consultants:

| | |
|---|---|
| *Firm Name:* | **RL Structural Engineering, PLLC** |
| *Business Address:* | **101 Reynolds Ave., Bluefield, VA 24605** |
| *Telephone/fax number:* | **Phone: 276-245-8977** |
| *Contact/email address:* | **robin@rlseng.com** |
| *Type of organization:* | **Limited Liability Company** |
| *Name of Principals:* | **Roberta (Robin) Lee, PE** |

| | |
|---|---|
| *Firm Name:* | **Holston Engineering** |
| *Business Address:* | **301 Montgomery St # 4, Johnson City, TN 37604** |
| *Telephone/fax number:* | **Phone: 423-926-5991** |
| *Contact/email address:* | **clw-aia@comcast.net** |
| *Type of organization:* | **Corporation** |
| *Name of Principals:* | **Derwin Cartmel and Joe Riggs, PE** |

Our team presents a project leadership team with a combined century of experience in the delivery of architectural and engineering services for public-sector buildings, with a particular focus on K–12 education environments. This depth of experience enables us to address every aspect of the Tazewell County High School Bathroom Renovation project with confidence, speed, and a demonstrated record of quality. Our team is adept at leading multidisciplinary coordination, managing stakeholder priorities, and delivering compliant and constructible designs within budget and time constraints.

**Project Oversight and Leadership:**
Cameron L. Wolfe, Jr., AIA, will serve as Principal Architect and project executive, bringing over 50 years of public architecture expertise. Mr. Wolfe has served as Architect of Record on numerous educational projects throughout the region, giving him a comprehensive understanding of VDOE standards, accessibility mandates, cost-sensitive design, and durable finish systems required in high-traffic student environments.

**Proximity to Project Site & Responsiveness:**
Our primary office, located at 1216 North Main Street in Marion, Virginia, is approximately 32 miles (about 45-50 minutes) from the Tazewell County Public Schools administrative office at 506 Jeffersonville Street in Tazewell, VA. This close proximity allows for prompt access to the project site for walkthroughs, meetings, and construction-phase oversight.

In addition, our structural engineering partner, RL Structural Engineering, PLLC, is located in Bluefield, Virginia—less than 12 miles (approximately 15 minutes) from the TCPS office and is exceptionally well-positioned to offer rapid, on-site engineering response and coordination throughout the design and construction process.

Together, this geographically aligned team ensures highly responsive service and local insight from pre-design through project closeout.

**Discipline Integration and Local Coordination:**
Roberta A. Lee, PE, as both Structural Engineer and local liaison, anchors technical accuracy with the benefit of regional proximity. Her responsibilities include structural evaluation of existing building conditions, development of reinforcing and support systems for fixture upgrades, and assistance with field response during construction. Ms. Lee's presence within Tazewell County ensures same-day responsiveness and continuous project awareness.

Cameron J. Wolfe, Project Manager, maintains detailed scheduling of deliverables, milestone tracking, and inter-disciplinary coordination across architectural and engineering teams. He also leads internal design reviews and facilitates BIM model management to ensure the fidelity of documentation.

**MEP Engineering Capacity:**
Joe Riggs, PE (Electrical) and Derwin Carmel, PE (Mechanical), are highly experienced with energy efficiency strategies, power and lighting upgrades, HVAC load balancing, and ventilation improvements required in restroom environments. Their familiarity with Virginia Department of Education specifications and local code review processes ensures that all designs are compliant and permit-ready.

**Technology Tools and Collaboration:**
Our team operates on Autodesk's AEC suite, including Revit and AutoCAD, and incorporates Twinmotion and Chaos Enscape for real-time rendering. This allows us to provide immersive visuals during design review phases and generate highly coordinated construction documents that reduce RFIs and change orders. The use of Autodesk Construction Cloud, when requested, facilitates centralized project communication and digital field reporting.

**Educational Facility Expertise:**
We have completed renovations, additions, and new builds for over two dozen schools across Southwest Virginia. These projects include: - ADA compliance upgrades - Restroom reconfiguration - Plumbing and piping infrastructure replacement - Phased construction to minimize disruption to student schedules - Coordination with custodial, security, and maintenance teams

**Cost Management & Budget Accountability:**
Our process includes iterative estimating, constructability reviews, and formal value engineering exercises. Design alternatives are developed with life-cycle cost comparisons and stakeholder impact assessments. Cameron Wolfe and Becky Oaks work together to ensure transparency in documentation, change order evaluation, and contractor payment tracking.

## Section 3: QUALIFICATIONS AND TECHNICAL EXPERTISE



*Mr. Cameron L. Wolfe, Jr, AIA (pictured right)*

Mr. Cameron L. Wolfe, Jr. AIA NCARB will serve as the Architect for the project and is a registered member of the National Council of Architectural Registration Board (NCARB) and a corporate member of the American Institute of Architects (A.I.A.). Mr. Wolfe is a registered architect in the States of Virginia, State of West Virginia, and Tennessee and has formerly been registered in the States of Kentucky, North Carolina, South Carolina, and Rhode Island.

In addition, he has served as President of the Blue Ridge Chapter of the American Institute of Architects in 1987, Director of Virginia Society A.I.A., and Director of the Regions of Virginia National A.I.A. Presently, Mr. Wolfe serves as Chairman of the Town of Marion Planning Commission, Chairman of the Town of Marion Zoning Appeals Board, Chairman of the Smyth County Board of Building Appeals Board and Chairman of the Wythe County Community College Foundation. In the past, Mr. Wolfe has served as Chairman of the Board of Deacons of the Royal Oak Presbyterian Church, past President of the Marion Kiwanis Club and past President of Marion Big Brothers and Big Sisters, past President of the Marion Investment Club, and a past member of the Board of Directors of the Bank of Marion.

Mr. Wolfe has worked for over 60 years (over 50 years in private practice) with architectural firms including all types of work and with many projects located directly in Smyth County. Representative projects for which he has been responsible include educational facilities, professional office buildings, industrial shell buildings, recreational buildings, libraries, courthouses, nursing homes, retirement centers, a number of medical buildings and churches, banks, apartments, hospitals, industrial facilities, shopping centers, funeral homes, residential homes and renovation work. Clients include the Ford Motor Company, Dana Corporation, Magnovox, TRW, Utility Trailer, Smyth and Wythe County School Boards, the University of Virginia, Smyth County and Wythe County Community Hospitals, Mixing Equipment, Merillat Industries, Camcar Division of Textron, Inc. Amsco Products, Nautilus, Virginia Fiberglass Products, The Bank of Marion, Bank of Speedwell and Smyth, Wythe, Carroll and Washington Counties, The City of Bristol Virginia and The City of Bluefield, Virginia. Mr. Wolfe has completed projects in West Virginia, Kentucky, Tennessee, North Carolina, South Carolina, and Rhode Island. These projects include a school board office, Coastal Housing project for the Coastal Housing Association and IYRS (International Yacht Restoration School) for the yacht Coronet in Newport, Rhode Island.

Mr. Wolfe also assisted on several international projects in the Middle East to include residential and commercial development projects in Erbil, Iraq and has acted as a project consultant for the U.S. Army Corps of Engineers Baghdad Police College (North), Mosul, Iraq project which was constructed by The SRTGCC Group.

Mrs. Roberta (Robin) Lee, PE will serve as Structural Engineer and Local Liaison for the project. She is the founder and principal of RL Structural Engineering, PLLC (RLSE), a **SWaM-certified, woman-owned small business** providing structural design, analysis, and inspection services throughout Southwest Virginia and southern West Virginia. Since its founding in 2012, RLSE has served a diverse clientele—including local governments, school systems, lending institutions, private developers, faith-based organizations, and industrial clients—with a commitment to responsive service, sound engineering, and lasting community impact.

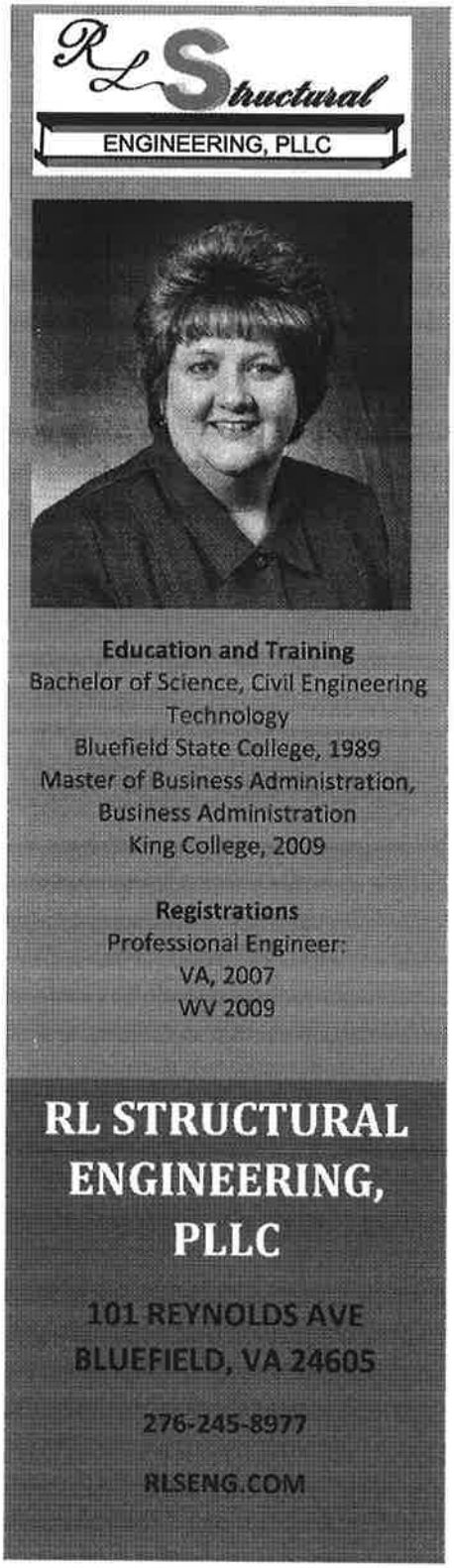
Ms. Lee brings over three decades of engineering experience in both public and private sectors. Her portfolio includes:

- Structural design of educational, industrial, and commercial buildings
- Retaining walls, deep and shallow foundations, and structural framing systems
- Renovations, building stabilization, and code upgrades
- Water and wastewater infrastructure projects, including the successful acquisition of over $2 million in state and local funding for regional utility improvements

She is a licensed Professional Engineer in the Commonwealth of Virginia, the State of West Virginia, and the State of North Carolina and fully insured for public sector design services.

Ms. Lee will serve as the Structural Engineer of Record for the TCPS High School Restroom Renovation project. She will coordinate directly with Cameron L. Wolfe, AIA to:

- Evaluate the structural implications of removing existing glazed structural tile systems
- Assess load-bearing wall and slab conditions at each restroom site
- Design any necessary reinforcing or framing modifications
- Develop structural details for construction documents in compliance with current VUSBC codes
- Support phasing plans to accommodate occupied conditions and minimize disruption
- She will attend on-site evaluations, review contractor submittals, and respond to structural RFIs during construction. Her proximity to Tazewell—just 15 minutes from the TCPS administrative office—ensures timely response throughout the project's duration.



**Community Ties and Commitment**

Ms. Lee is a resident of Tazewell County since 1993, and she is deeply committed to the long-term well-being of the school system and the community it serves. Her personal investment in the project reflects her desire to contribute meaningfully to public infrastructure that will benefit not only current students but also future generations—including her own children and grandchildren.

## KEY DESIGN PERSONNEL INFORMATION

| Name | **Cameron L. Wolfe, Jr. AIA, NCARB** |
|---|---|
| Education | Bachelor of Architecture - Virginia Polytechnic Institute and State University - 1970 |
| Prof. Affiliations<br>Certifications | Cameron is certified by the National Council of Architectural Boards and a corporate member of the American Institute of Architects, Past President of the Blue Ridge Chapter of the American Institute of Architects, Director of Virginia Society A.I.A., Director of the Regions of Virginia National A.I.A., Chairman Town of Marion Planning Commission, Chairman of the Town of Marion Zoning Appeals Board, Chairman of the Smyth County Board of Building Appeals Board, and a past Member of the Board of Directors of The Bank of Marion. |
| Experience Summary | Cameron has over 50 years of experience, with 43 years as Principal of his own architectural firm. He has been involved in an extensive number of projects throughout the East Coast of the United States and internationally in the Middle East. |
| Relevant Career Highlights | Cameron has been actively engaged in the architectural field and in private practice since he was 18 years old. With over 50 years' experience, the field of architecture and construction is his passion. |

| Name | **Roberta (Robin) A. Lee, PE, MBA** |
|---|---|
| Education | Bachelor of Science, Civil Engineering Technology<br>Bluefield State College, 1989<br>Master of Business Administration, Business Administration<br>King College, 2009 |
| Prof. Affiliations<br>Certifications | Robin is a Professional Engineer registered in Virginia and West Virginia, Member of the National Society of Professional Engineers, the American Wood Council and the National Frame Building Association. Past Worthy Matron of the Eastern Star- Bluefield #102 Chapter |
| Experience Summary | Robin has 34 years of experience, with 10 years as Principal of her own engineering firm in the design and construction of engineering projects and has played an integral role in the preliminary and final design of various water, wastewater, industrial facilities, and site and infrastructure development projects for multiple engineering and architectural projects. |

## DESIGN STAFFING PLAN

The key to a successful project will be our team's relevant experience and effective communication between all parties during the project. Each member of the design team has significant experience and working relationships on past projects throughout Southwest Virginia and specifically in Tazewell County.

| Description | Company | Description of Duties |
|---|---|---|
| Cameron L. Wolfe, Jr. AIA NCARB | Cameron Wolfe Architects | As Principal Architect, Cameron will coordinate the efforts of the entire design team, prepare conceptual designs, and verify compliance with all applicable building codes and Life Safety Codes. |
| Roberta A. Lee, PE, MBA | RL Structural Engineering, PLLC | As the Structural Engineer/Project Manager on this project, Robin will oversee planning and development of design concepts and alternatives and will develop/assist with the design details and construction documents. Robin will attend meetings and coordinate with regulatory agencies, as necessary. |
| Becky Oakes | Cameron Wolfe Architects | Becky has been with Cameron Wolfe Architect for over 20 years and is the administrative secretary for the firm. She will assist with the preparation of all bid documents, project specifications, processing of contractor pay requests and construction bid evaluations of the project. |

| | | |
|---|---|---|
| Cameron J. Wolfe | Cameron Wolfe Architects | Cameron J. Wolfe "C.J." has been a key contributor to the firm's success over the past three decades, bringing more than 32 years of experience in architectural production, project management, and advanced visualization technologies. He serves as both a senior-level Project Manager and the firm's CAD/BIM designer, supporting all phases of design from conceptual development through construction documentation and client presentations.<br><br>C.J.'s expertise extends across a wide variety of building types, including educational facilities, civic buildings, and complex international projects. One of his most notable contributions was as a core member of the design-build team for the Qatar Academy Al-Khor, a prestigious K–12 International Baccalaureate (IBDP) school campus in Qatar serving over 1,300 bilingual students. The project included nine interconnected two-story buildings totaling over 595,000 square feet, all delivered within an ambitious 12-month design and construction schedule. C.J. played a pivotal role in coordinating BIM workflows, overseeing drawing production, and producing high-quality 3D visualizations to guide stakeholder approvals and construction phasing.<br><br>In his role with the firm, C.J.:<br>• Leads the development of construction documents, presentation drawings, and design iterations for a wide range of public and educational projects.<br>• Creates and manages Revit BIM models for architecture, interior systems, and MEP coordination.<br>• Produces 3D visualizations and animations using Enscape, Twinmotion, and Lumion to assist clients and school stakeholders in understanding design intent and finish selections.<br>• Oversees project scheduling, file organization, drawing standards, and sheet layout coordination across disciplines. |

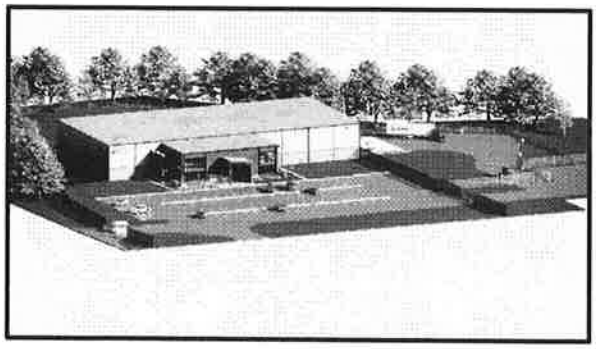
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|---|---|---|
| | | • Serves as a key liaison for integrating consultant markups, managing redline revisions, and preparing code-compliant permit sets.<br>• Provides on-site support during construction administration by reviewing submittals, coordinating design updates, and tracking progress.<br>His software expertise includes:<br>• Autodesk Revit, AutoCAD Architecture, AutoCAD Civil 3D, InfraWorks, and ReCap Pro |
| | | • Adobe Creative Suite (Photoshop, Illustrator, InDesign)<br>• Enscape, Lumion, and Twinmotion for real-time rendering and VR integration<br>C.J. is particularly valued for his ability to bridge design vision with technical execution, ensuring that each project not only looks great on paper but is also clear, buildable, and aligned with client expectations. His collaborative nature and deep understanding of digital tools make him a vital asset in delivering high-quality, timely, and visually compelling architectural solutions.. |
| Joe W. Riggs, P.E. | Holston Engineering, Inc. | Joe is a registered Professional Engineer in Commonwealth of Virginia and six other states with a Bachelor of Science in Electrical Engineering from the University of Tennessee, Knoxville, Tennessee December 1985 and a Bachelor of Science in Engineering Technology, August 1984 East Tennessee State University, Johnson City, Tennessee. Joe will be responsible for the electrical design of the project to include design of lighting layouts, communications systems, and electrical power distribution. |
| Derwin Cartmel, P.E. | Holston Engineering, Inc. | Derwin is a registered Professional Engineer in the Commonwealth of Virginia and eight other states with a Bachelor of Science, Mechanical Engineering from the Tennessee Technological University, Cookeville, Tennessee in 1988. Derwin will be responsible for the mechanical design of the project to include heating and air conditioning and plumbing. |

Together, our team can provide the following services:

- ✓ Programming Analysis
- ✓ Facility Studies
- ✓ Space Utilization Studies
- ✓ Financial Alternatives
- ✓ Technology Planning
- ✓ Architectural Design
- ✓ Civil Engineering
- ✓ Geotechnical Engineering
- ✓ CADD Digitizing
- ✓ 3d Architectural Visualization
- ✓ Mechanical, Electrical & Plumbing Engineering
- ✓ Structural Engineering
- ✓ Building Restoration & Renovation Design
- ✓ Space Planning & Interior Design
- ✓ Detailed Cost Estimating
- ✓ Code & Agency Reviews
- ✓ Furniture Selection
- ✓ Construction Administration





## Section 4: SELECTED EDUCATIONAL PROJECT EXPERIENCE

Mr. Wolfe's portfolio of educational design spans a broad range of public-school facilities across Southwest Virginia. His projects address the evolving needs of K–12 environments—from restroom modernization and ADA upgrades to large-scale renovations of gymnasiums, libraries, and academic wings. Many were performed under occupied conditions with minimal disruption. This experience has fostered close coordination with school facilities departments and deep knowledge of VDOE requirements, accessibility standards, and durable material systems suited for school environments.

Below is a curated selection of notable projects emphasizing design for safety, accessibility, maintenance, and long-term value.

Below is a representative summary of educational projects led or designed by Cameron L. Wolfe, Jr., AIA. These projects demonstrate extensive experience with K–12 facility design, school renovations, athletic facilities, ADA compliance, and specialized program areas.

### K–12 SCHOOL RENOVATIONS & ADDITIONS:

**Northwood High School – Saltville, VA**

- Renovation and expansion of existing high school facility
- New 1,200-seat gymnasium with recessed floor and spectator access
- Expanded cafeteria with atrium and skylight
- New library, elevator, public restrooms, locker rooms, and ticket office
- Renovations included science labs, kitchen, auditorium, lighting, restrooms, and ADA upgrades

**Marion Middle School – Marion, VA**

- Renovation and addition project to transition facility into a true middle school model
- New cafeteria, kitchen, library, elevator, and administrative offices
- Infrastructure upgrades: power, data, intercom, HVAC, and ADA restrooms
- Conversion of classrooms, guidance suite, and science labs

**Sugar Grove Combined School – Sugar Grove, VA**

- Conversion of underutilized auditorium space into a modern library and computer lab

**Chilhowie Middle School Addition to Chilhowie High School – Chilhowie, VA**

- Middle school addition with gymnasium, locker rooms, classrooms, library, and administration areas

**Patrick Henry High School Addition – Emory, VA**

- Athletic expansion including wrestling facility, team areas, and locker rooms

**Rural Retreat High School Auditorium Renovation – Rural Retreat, VA**

- New auditorium lobby, public restrooms, and stage upgrades
- Master planning for site traffic flow, bus staging, and future expansion

**RESTROOM & ACCESSIBILITY UPGRADES:**

**Chilhowie High School Stadium Restrooms – Chilhowie, VA**

- New ADA-compliant public restrooms adjacent to stadium seating

**Marion Middle School & Northwood High School**

- Renovation of all student restrooms, including fixture upgrades, partitions, and ADA improvements

**Rural Retreat High School Locker Rooms – Rural Retreat, VA**

- Renovation of student locker and shower facilities to improve functionality and accessibility

**ROOF & ENVELOPE PROJECTS:**

**Rich Valley Elementary & Marion Intermediate – Smyth County, VA**

- Full roof replacements including fascia, soffits, flashing, and system upgrades

**EDUCATIONAL TECHNOLOGY & SPECIALTY CLASSROOMS:**

**Interactive Classrooms – Marion Senior, Chilhowie, and Northwood High Schools**

- Renovation of classrooms for distance learning and video conferencing capabilities

**Chilhowie Elementary Kindergarten Modifications – Chilhowie, VA**

- Reconfiguration of open-plan classrooms into defined instructional spaces

**Marion Senior High School Stadium Seating – Marion, VA**

- Replacement of grandstand seating with aluminum bleachers and ADA access

**HIGHER EDUCATION & CAMPUS FACILITIES:**

**UVA – Clinch Valley College Student Housing – Wise, VA**

- Design-build project for a three-story residence hall
- Managed through Virginia Capital Outlay process

**SUPPORT FACILITIES FOR SCHOOL DIVISIONS:**

**Field House – City of Bristol / Virginia High School – Bristol, VA**

- New athletic support facility with showers, equipment storage, and team space

**Smyth County Schools Master Planning – Marion, VA**

- Conceptual planning and site layout for bus garage, central office, and vocational construction involvement

These projects reflect Mr. Wolfe's commitment to improving the daily experience of students, teachers, and administrators. Whether designing new additions, renovating legacy facilities, or upgrading key infrastructure, his approach emphasizes practical solutions rooted in community needs, code compliance, and enduring quality.

## Section 5: PROJECT METHODOLOGY AND QUALITY CONTROL

Our methodology delivers quality-driven, user-informed solutions that are code-compliant, constructible, and tailored for the operational realities of high school facilities. We employ a five-phase design approach aligned with AIA best practices, adapted to the budgetary, scheduling, and oversight priorities of rural school districts. Quality assurance is embedded throughout, with discipline-specific checkpoints, milestone reviews, and principal-level oversight at each critical phase.

### Project Programming:

Prior to formal design phases, we will collaborate with TCPS staff to identify facility goals, existing problem areas, stakeholder needs, and available as-built documentation. This effort includes collecting restroom usage data, accessibility observations, and inventory of existing finishes and fixtures. Programming will produce a baseline scope matrix and preliminary budget assumptions to inform each school's design direction.

For project programming, we implement the following process:




After the programming is completed, we'll conduct the following stages:

### 1. Schematic Design (SD):

The Schematic Design phase establishes the framework for layout, accessibility, and finish concepts for each renovated restroom. This phase focuses on evaluating existing conditions, exploring code-compliant options, and aligning early design direction with TCPS's goals for usability, durability, and aesthetics.

Key tasks in this phase include:

- **Field Investigation and Documentation:** Our team will conduct on-site walkthroughs of all designated restrooms at Graham, Richlands, and Tazewell High Schools. We will evaluate each space for current ADA compliance, fixture condition and quantity, partition configuration, plumbing access, lighting, ventilation, and overall circulation. Photographic documentation and field notes will be compiled to guide design decisions.

- **Coordination with TCPS Facilities:** We will meet with custodial and maintenance staff to identify persistent deficiencies—such as inoperable fixtures, maintenance challenges, odor issues, or student safety concerns. Their input will directly inform functional priorities in the new layouts.

- **Existing Conditions Review:** We will review asbestos management records (as provided in Schedule A) and existing utility drawings. Where necessary, we will coordinate field inspections to verify shut-off locations, vent stack routing, floor slopes, and pipe chases.

- **Conceptual Layout Development:** For each school, we will prepare two to three schematic layout options. These will address fixture arrangements, accessibility upgrades, new finish systems, and ventilation improvements. Each option will be accompanied by:

  - ✓ 3D visualizations generated in Revit and Enscape
  - ✓ Short narrative summaries highlighting pros/cons
  - ✓ Applicable code analysis (VUSBC, IPC, ADA/ANSI)
  - ✓ Preliminary fixture and material concepts

- **Stakeholder Presentation and Feedback:** We will present schematic options to TCPS representatives (including school administrators and facilities leadership) in a structured review meeting. Feedback will be collected using a standardized matrix to track preferences, concerns, and priorities, which will guide the next phase of design development.

This collaborative, visual-first approach ensures that key decisions are made early, stakeholder expectations are aligned, and costly revisions are avoided downstream.

**2. Design Development (DD):**

During the Design Development phase, we refine the approved schematic layouts into coordinated, buildable solutions with detailed selections of fixtures, systems, and materials. This phase solidifies architectural, structural, mechanical, plumbing, and electrical systems while maintaining alignment with TCPS's budget, durability standards, and operational needs.

Key tasks in this phase include:

- **Structural Coordination:** Our engineering team will perform structural assessments at each restroom to evaluate framing, slab condition, and wall capacities. We will verify support for wall-hung fixtures, chase walls, and ceiling-mounted equipment (e.g., exhaust fans). Any required reinforcing will be documented for contractor pricing and permitting.

- **MEP Integration:** We will finalize mechanical, electrical, and plumbing system layouts to optimize energy and water efficiency. This includes:

  - ✓ Water-efficient sensor-based fixtures and flushometers
  - ✓ LED lighting with occupancy sensors
  - ✓ Ducted exhaust systems with upgraded fans
  - ✓ Simplified maintenance access to valves and panels

- **Drainage and Slab Review:** Floor elevations and slopes will be reviewed to ensure proper drainage performance and code compliance. Where required, we will identify areas for slab topping, grinding, or trenching, and document details for contractor pricing.

- **Cost Estimating and Bid Alternates:** A preliminary construction cost estimate will be prepared, itemized by school and major system. We will also develop bid alternates for potential deduct or add-scope items (e.g., upgraded finishes, privacy partitions, alternate fixture manufacturers) to provide TCPS flexibility in award and phasing decisions.

- **Functional Review of Layouts:** Final fixture layouts will be reviewed against key operational criteria, including:

  - ✓ Custodial access to chase panels and floor drains
  - ✓ Student movement patterns and queuing areas
  - ✓ Visibility and oversight lines for staff supervision
  - ✓ ADA provisions

At the conclusion of Design Development, we will present a coordinated plan set with outline specifications, updated visuals, and a cost summary to confirm that the project remains within scope, budget, and TCPS expectations. Feedback will be integrated prior to beginning Construction Documents.

**3. Construction Documents (CD):**

During the Construction Documents phase, our team will prepare a fully coordinated, permit-ready set of architectural and engineering drawings, technical specifications, and project manuals suitable for public bidding and agency review. These documents will adhere to the 2018 Virginia Uniform Statewide Building Code (VUSBC), the 2018 International Plumbing Code (IPC), and accessibility standards per ANSI A117.1, ensuring full legal and functional compliance.

The scope of this phase will include the following key deliverables and strategies:

- **Durability-Focused Finish Specifications:** We will clearly define restroom finish systems to withstand high-traffic use and promote maintainability. Recommended materials include slip-resistant epoxy flooring, solid-surface countertops, high-density solid plastic or phenolic partitions, and vandal-resistant fixtures, dispensers, and accessories.

- **Comprehensive Code Integration:** Fixture layouts, plumbing risers, and access clearances will be designed in compliance with current ADA and IPC regulations, including fixture counts, gender-neutral options, and mounting height standards. Restroom layouts will account for future maintenance access and custodial functionality.

- **Quality Assurance Protocol:** Our team follows a multi-tiered QA process that includes internal discipline reviews, redline markup cycles, and inter-discipline coordination checks. Digital clash detection is performed in Revit to resolve spatial conflicts between structural, architectural, plumbing, and electrical elements before bidding.

- **Alternate Bids & Phasing Options:** To provide TCPS flexibility in scope and budgeting, we will include a series of additive or deductive alternates as well as phasing diagrams that allow for partial construction over summer breaks or during unoccupied periods. These may include school-by-school sequencing or restroom-pair alternates depending on final priorities.

- **Bidding Package Readiness:** The CD set will be formatted for competitive public procurement, with standard Division 00 and Division 01 specifications, front-end bidding requirements, and clear instructions for contractor sequencing, access, and protections in occupied facilities.

Through these strategies, our goal is to produce a set of documents that not only ensures accurate pricing and constructability but also reduces risk, minimizes change orders, and empowers TCPS to tailor scope according to available funding and academic calendar constraints.

**4. Bidding and Negotiation:**

The Bidding and Negotiation phase is critical to securing qualified contractors, ensuring competitive pricing, and maintaining the scope and intent of the design. Our team provides proactive leadership throughout this process to support TCPS and reduce administrative burden on school staff.

Our services during this phase include:

- **Pre-Bid Conference and Site Familiarization**: We will organize and lead a mandatory pre-bid conference and coordinated site tours at each high school, providing bidders with a clear understanding of existing conditions, site constraints, access limitations, and phasing requirements. We will address contractor questions on-site to ensure transparency and reduce RFIs during bidding.

- **Issuing Addenda and Clarifications**: Following the pre-bid meeting and throughout the bidding window, we will respond promptly to bidder inquiries and issue addenda as needed. Addenda will be clearly formatted and distributed through TCPS's designated procurement portal or bidding platform, with tracked revisions to drawings and specifications.

- **Bid Review and Interview Support**: Upon bid receipt, we will assist in reviewing all contractor submissions for completeness, responsiveness, and scope alignment. If requested by TCPS, we will attend interviews or evaluation meetings to support contractor selection and clarify design intent or alternates.

- **Substitution Evaluation**: Any proposed product substitutions or value engineering alternatives submitted during bidding will be carefully reviewed for compliance with project standards, durability, and lifecycle performance. We will issue written recommendations to TCPS to maintain quality and ensure equitable bid evaluation.

- **Bid Scope Integrity**: Our team will prepare bid tabulations and assist in identifying any scope gaps, pricing anomalies, or exclusions that may affect contract award or project feasibility. This protects the district from low-bid issues that could compromise long-term facility goals.

By actively managing this phase, we help TCPS attract qualified bidders, clarify expectations, and achieve the best overall value for the school system.

**5. Construction Administration (CA):**

Our team provides thorough and responsive Construction Administration services to ensure that the built work conforms to the design intent, technical specifications, and public safety standards. During this phase, we serve as an advocate for TCPS, maintaining regular communication with the contractor and ensuring that all stakeholders remain aligned throughout construction.

Key elements of our CA approach include:

- **Preconstruction and Progress Meetings:** We will attend the preconstruction meeting and all scheduled progress meetings—either on-site or virtually—to review logistics, address contractor questions, confirm sequencing, and proactively resolve conflicts before they impact the schedule. Meeting minutes will be documented and distributed promptly for recordkeeping.

- **Timely Submittal Reviews:** All submittals, product data, shop drawings, and substitution requests will be reviewed and returned within five (5) business days to avoid construction delays. Submittal tracking logs will be maintained and updated regularly using Autodesk Construction Cloud.

- **Clarifications and Field Instructions:** As unforeseen field conditions arise, we will issue Architect's Supplemental Instructions (ASIs) and respond to Requests for Information (RFIs) in a timely and traceable manner. Our responses will be coordinated with the consulting engineers to ensure unified direction.

- **Field Reports and Site Observations:** A written Field Observation Report will be prepared following each site visit, documenting construction progress, quality of work, non-conformance issues, and corrective actions. Reports will include annotated photos and will be submitted to the Owner and Contractor for transparency and accountability.

- **Ongoing Punchlist Management:** We will maintain a digital, rolling punchlist of deficiencies throughout construction to prevent accumulation of closeout delays. This includes phased walk-throughs after key milestones (e.g., rough-in, fixture installation, finishes) and final acceptance.

- **Project Closeout & Warranty:** We will coordinate substantial and final completion inspections, review contractor-provided warranty documentation and maintenance manuals, and confirm delivery of as-built drawings. A final closeout letter will be issued to verify project completion in accordance with the contract documents.

This CA process ensures consistent oversight, clear communication, and quality assurance—reducing rework, minimizing disputes, and supporting timely, successful project delivery for TCPS.

**6. Quality Control Protocol:**

Our team is committed to delivering accurate, coordinated, and code-compliant construction documents at every project phase. We follow a rigorous, multi-layered Quality Control (QC) process designed to minimize change orders, reduce construction delays, and ensure successful permitting and bidding outcomes.

Key elements of our quality assurance methodology include:

- **Internal QA Checklists:** All drawings and specifications pass through a phase-specific checklist that verifies compliance with VUSBC, ADA/ANSI A117.1, IPC, and TCPS design standards. These checklists cover general coordination, dimensions, keynotes, sheet referencing, material tags, accessibility clearances, fixture counts, and more.

- **Multidisciplinary Coordination Reviews:** Prior to each milestone submission (SD, DD, CD), we conduct formal coordination reviews across all disciplines. Our architectural and MEP consultants review models simultaneously in Autodesk Revit using clash detection tools to resolve potential conflicts between systems—such as ductwork intersecting plumbing chases or electrical panels encroaching on clearances.

- **Principal-Led Document Approval:** Both the Architect of Record (Cameron Wolfe, AIA) and Structural Engineer of Record (Roberta Lee, PE) review and sign off on all bid and permit-ready sets. This final check ensures consistency with the design intent and district requirements and confirms that all legal submittal standards are met.

- **Post-Construction Documentation:** Following project completion, we assemble a clean, coordinated set of record drawings ("as-builts") based on contractor markups and field observations. In addition, we prepare a closeout report summarizing key lessons learned, material performance feedback, and maintenance recommendations to assist TCPS with future capital planning.

This structured QC framework not only improves construction outcomes but also supports long-term facility stewardship. It ensures that the completed restrooms will embody best practices in public school design, deliver a positive student and staff experience, and meet all state and federal building mandates with confidence.

## Section 6: RATES, FEES, AND EXPENSES

Our proposed fee structure reflects fair and competitive billing rates consistent with public-sector design work throughout Southwest Virginia.

**Fee Structure: -**

| Role | Personnel | Rate |
|---|---|---|
| Architectural Services | Cameron L. Wolfe, Jr. | $175/hr |
| Project Management / BIM Designer | Cameron J. Wolfe | $135/hr |
| Architectural / MPE Draftsperson | | $115/hr |
| Structural Engineering (Lee, PE): | Roberta A. Lee, PE | $150/hr |
| MEP Engineers | Joe Riggs, PE & Derwin Cartmel, PE | $150/hr |
| Administrative | Becky Oaks | $100/hr |

**Reimbursable Expenses**
Reimbursable expenses will be billed at actual cost plus 20% and may include:

- Travel mileage and tolls (at the IRS-approved rate)
- Printing, plotting, and reproduction of drawings or documents
- Courier, shipping, or permit-related document delivery
- Specialized testing or inspections requested by the Owner

All reimbursable costs will be itemized on invoices with supporting documentation upon request.

A detailed fee breakdown, including design phase budgets and an overall not-to-exceed value, will be provided upon finalization of scope, phasing preferences, and TCPS's timeline. We will work closely with the district to align the fee proposal with available capital allocations and to structure bid alternates if needed for flexibility.

## Section 7: CAPABILITY OF TIMELY RESPONSE

Our firm is strategically positioned to respond to project demands quickly and effectively, ensuring that Tazewell County Public Schools receives immediate attention and support throughout all phases of the project. Our team structure, geographic location, and technological resources provide significant advantages in maintaining project momentum and minimizing delays.

- **Local Presence for Immediate Access:**
  Our principal office is located in Marion, Virginia, just a short drive from all three high schools involved in this project. - Roberta A. Lee, PE, who will serve as both the structural engineer and local point of contact, resides in Tazewell County and is routinely on-site for other professional obligations. This ensures real-time response to any issues or required site observations during construction.

- **Efficient Communication Infrastructure:**
  Our office is equipped with high-speed fiber internet, encrypted cloud storage, and remote collaboration platforms such as Zoom, Microsoft Teams, and Autodesk Construction Cloud. We provide clients with shared access to design documents, progress reports, RFIs, and schedules in real time. - All team members maintain dedicated email and mobile access for quick communication and client updates.

- **Dedicated Project Staffing and Scheduling:**
  The core project team has blocked time in their calendars for prioritized project delivery and milestones. - Weekly internal coordination meetings will be held to review schedule, deliverables, and potential obstacles. - Response turnaround for field issues and contractor questions will be within 24–48 hours during active construction.

- **Proximity and Redundancy:**
  The presence of multiple senior team members within 50 miles of the project sites offers geographic redundancy. If one team member is unavailable, others can be dispatched immediately.

- For urgent issues requiring in-person presence (e.g., site clarification, unforeseen conditions), a qualified team member can typically be on-site within the same day.

- **Commitment to Client Service:**
  We have a proven record of providing highly responsive service to school districts, including off-hour and weekend availability during critical project junctures. - Our team philosophy emphasizes availability, accountability, and a hands-on approach to project delivery.

This commitment to responsiveness, combined with our local familiarity and robust communication protocols, positions our firm to provide exceptional service to Tazewell County Public Schools throughout the duration of the bathroom renovation project.

## Section 8: PRIOR CLAIMS HISTORY

We affirm that our firm and consultants have had no malpractice claims within the last five years. Cameron Wolfe has maintained uninterrupted professional liability insurance coverage since 1975 and RL Structural Engineering, PLLC has maintained O&E insurance coverage since their opening in 2012.

## Section 9: REFERENCES (EXHIBIT 2)

See attached Reference Form PDF. Primary references:

1. Claude E. Smith – Sullivan County Tennessee Clerk of Works
2. Sullivan County Tennessee – Michelle Ramey, Chief Deputy Purchasing Agent
   Sullivan County Purchasing Department
3. H.S. Williams Company – Chris Alexander
4. Malcolm Brown IV, Esquire

## Section 10: CONFLICT OF INTEREST DISCLOSURE

We affirm that there are no known conflicts of interest as defined by Virginia Code § 2.2-4369. Our firm has not accepted gifts or payments from any contractor or vendor involved with TCPS.

## Section 11: REQUIRED FORMS

Exhibit 1 – Offeror Information (attached)
Exhibit 2 – References (attached)
Exhibit 3 – Non-Solicitation Certification (attached)
Exhibit 4 – Eligibility Certification (attached)
Schedule C – Background Check Certification (to be submitted post-award)

## Section 12: CLOSING STATEMENTS

In conclusion, we firmly believe that our team is uniquely equipped to take on the task of providing Tazewell County Public Schools Architectural and Engineering Services for your project. Our wealth of experience, combined with our dedication to utilizing advanced design and construction technologies, ensures we can deliver a project that not only meets, but exceeds, the expectations set forth by Tazewell County Public Schools.

We appreciate the opportunity to submit our proposal for your review and are excited about the possibility of partnering with Tazewell County Public Schools on this project. We stand ready to commit our collective expertise and resources to this endeavor and promise an unyielding dedication to quality, efficiency, and compliance with local, state, and federal guidelines.

Thank you for considering our proposal. We look forward to the possibility of discussing further how we can implement your requirements into a reality that will provide suitable restrooms for your high school students for many years to come.

END OF DOCUMENT

# EXHIBIT 1

## OFFEROR INFORMATION

| | |
|---|---|
| RFP No.: | TCPS0525-HS Bathroom Renovations |
| Offeror Name: | Cameron L. Wolfe, Jr. AIA, NCARB Architecture & Planning |
| Offeror Address: | 1216 North Main Street |
| | Marion, Virginia 24354 |
| Telephone: | (276) 783-8391 / (276) 759-1255 |
| Email: | clw-aia@comcast.net |
| VA SCC Identifier No.: | N/A (Sole Propietorship) |
| Distance (in miles) from 506 Jeffersonville Street Tazewell, VA 24651: | 32 Miles |
| Name & Title of Offeror Representative Submitting Proposal: | Cameron L. Wolfe, AIA |
| Signature: |  |
| Date: | 6/20/2025 |

# EXHIBIT 2

## REFERENCE LIST

The offeror is required to state and describe in the space provided below the work of a character similar to that sought to be procured in the RFP has been previously performed, and to give references and full contact information and such other information as will enable TCPS to evaluate the responsibility, experience, skill and financial standing of the offeror. Proposals from offerors lacking substantial and credible experience in the particular type of work sought to be procured under the RFP will not be considered.

Claude E. Smith – Sullivan County Tennessee Clerk of Works

Email: claudeesmith01@gmail.com / Tel: (423) 863-1849

Michelle Ramey, Chief Deputy Purchasing Agent, Sullivan County Tennesse Purchasing Dept.

Email: michelle.ramey@sullivancountytn.gov / Tel: (423) 323-6400

Chris Alexander, President, H.S. Williams Company, Inc.

Email: chrisa@hswilliams.com / Tel: (276) 783-3185 ext 1101

Malcom Brown IV, Attorney

Email: mmbrown4@gmail.com / Tel: (540) 808-5784

# EXHIBIT 3

## OFFEROR' S NON-SOLICITATION NON-KICKBACK CERTIFICATION

The undersigned offeror, by and through the offeror's duly authorized agent that executes this Certification below, hereby certifies on a continuing basis that if the contract is awarded to offeror, that no member of the School Board of Tazewell County, Virginia, or other member of any elected governing body of Tazewell County, Virginia, or any member of their respective immediate families, including spouse, parents, or children, or any person representing or purporting to represent any member of any elected governing body of Tazewell County, Virginia, has received or has been promised, directly or indirectly, any financial benefit, by way of gift, kickback, fee, commission, finder's fee, political contribution, or any similar form of remuneration on account of the acts of awarding and/or executing the contract.

Signature: 

Name: Cameron L. Wolfe, Jr. AIA

Title: Principal Architect / Owner

Offeror Name: Cameron L. Wolfe, Jr. AIA Architecture and Planning

Date: June 20, 2025

# EXHIBIT 4

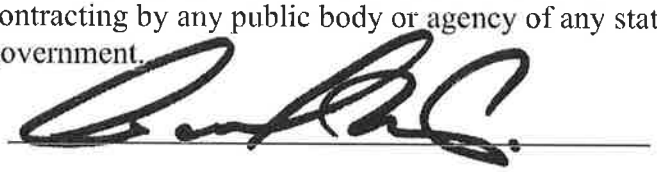
## OFFEROR' S ELIGIBILITY CERTIFICATION

The undersigned offeror, by and through the offeror's duly authorized agent that executes this Certification below, hereby certifies the following on a continuing basis with respect to its proposal and any contract that may be awarded:

(i) Neither offeror nor any officer, director or owner thereof has had judgments entered against said entity or individual within the past ten years for the breach of contracts for governmental or nongovernmental construction, including, but not limited to, design-build or construction management;

(ii) Neither offeror not any officer, director, owner, project manager, procurement manager or chief financial official thereof has been convicted within the past ten years of a crime related to governmental or nongovernmental construction or contracting, including, but not limited to, a violation of (i) Article 6 (§ 2.2-4367 *et seq.*) of this chapter, (ii) the Virginia Governmental Frauds Act (§ 18.2-498.1 *et seq.*), (iii) Chapter 4.2 (§ 59.1-68.6 *et seq.*) of Title 59.1, or (iv) any substantially similar law of the United States or another state; and

(iii) neither offeror nor any officer, director, or owner thereof is currently debarred pursuant to an established debarment procedure from bidding or contracting by any public body or agency of any state or the federal government.

Signature: 

Name: Cameron L. Wolfe, Jr., AIA

Title: Principal Architect / Owner

Offeror Name: Cameron L. Wolfe, Jr. AIA Architecture and Planning

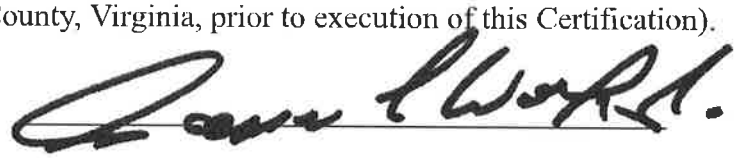
Date: June 20, 2025

## SCHEDULE C

### TCPS – HIGH SCHOOL BATHROOM RENOVATION PROJECT

### VA. CODE § 22.1-296.1 CERTIFICATION

The undersigned contractor, by and through the contractor's duly authorized agent that executes this Certification below, hereby certifies on a continuing basis that, with respect to its employees and any other individuals that will provide services on the above-referenced project through the undersigned contractor, no such employee or individual has been convicted of any violent felony set forth in the definition of barrier crime in subsection A of Va. Code § 19.2-392.02; any offense involving the sexual molestation, physical or sexual abuse, or rape of a child, or the solicitation of any such offense; or any crime of moral turpitude (except crimes of moral turpitude exempted under Va. Code § 22.1-296.1.G approved in writing by the School Board of Tazewell County, Virginia, prior to execution of this Certification).

Signature: 

Name: Cameron L. Wolfe, Jr. AIA

Title: Principal Architect / Owner

Contractor Name: Cameron L. Wolfe, Jr. AIA Architecture and Planning

Date: June 20, 2025

TAZEWELL County Public Schools

Cynthia Hurley <clhurley@tcpsva.org>

# TCPS0525-THS Gymnasium Wall - Thompson & Litton Proposal

1 message

**Megan Carner** <mcarner@t-l.com> Fri, Jun 20, 2025 at 10:43 AM
To: "clhurley@tcpsva.org" <clhurley@tcpsva.org>
Cc: Valerie Neal <vneal@t-l.com>, Pam Young <pyoung@t-l.com>

**IRONSCALES couldn't recognize this email as this is the first time you received an email from this sender mcarner@t-l.com**

Good morning, Ms. Hurley –

Please find Thompson & Litton's proposal for TCPS0525-THS Gymnasium Wall attached to this email.

Thank you,

**Megan Rasnick Carner**
Senior Marketing Coordinator

**THOMPSON & LITTON**
329 Main Street
P.O. Box 179
Tazewell, Virginia 24651

tel: 276.988.7921
fax: 276.988.5637

Federal HUBZone and Small Business Certified / Virginia SWaM Certified

www.T-L.com

**Thompson & Litton proposal_TCPS_THS Gym Wall.pdf**
3056K

TAZEWELL County Public Schools

Cynthia Hurley <clhurley@tcpsva.org>

# TCPS0525-THS Gymnasium Wall - Thompson & Litton Proposal

1 message

**Megan Carner** <mcarner@t-l.com> Fri, Jun 20, 2025 at 10:43 AM
To: "clhurley@tcpsva.org" <clhurley@tcpsva.org>
Cc: Valerie Neal <vneal@t-l.com>, Pam Young <pyoung@t-l.com>

**IRONSCALES couldn't recognize this email as this is the first time you received an email from this sender mcarner@t-l.com**

Good morning, Ms. Hurley –

Please find Thompson & Litton's proposal for TCPS0525-THS Gymnasium Wall attached to this email.

Thank you,

**Megan Rasnick Carner**
Senior Marketing Coordinator

**THOMPSON & LITTON**
329 Main Street
P.O. Box 179
Tazewell, Virginia 24651

tel: 276.988.7921
fax: 276.988.5637

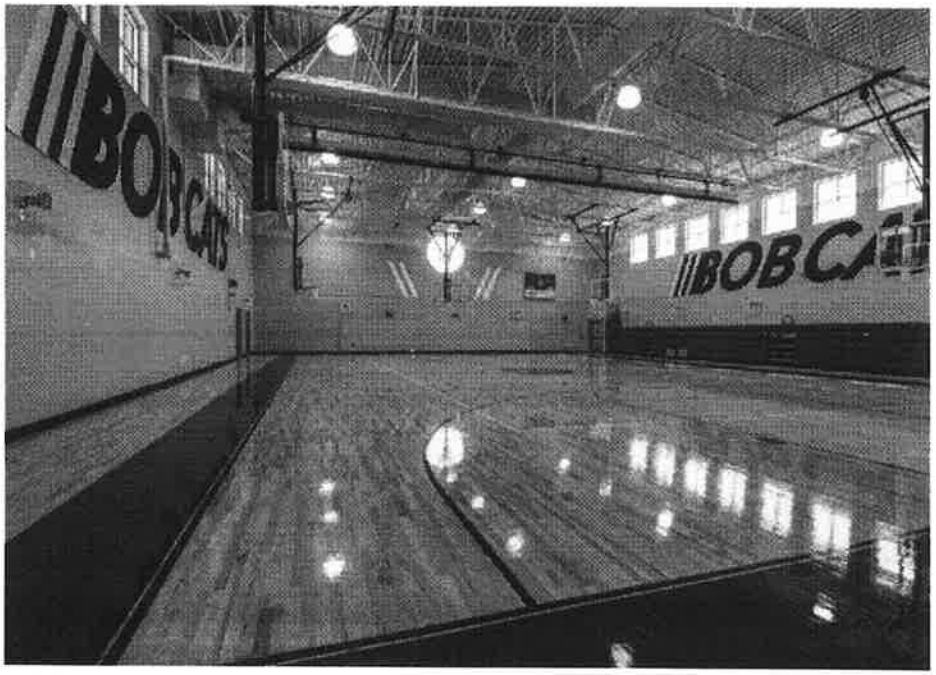
Federal HUBZone and Small Business Certified / Virginia SWaM Certified

www.T-L.com

**Thompson & Litton proposal_TCPS_THS Gym Wall.pdf**
3056K

# PROPOSAL






THOMPSON
& LITTON
EST. 1956



THS Gymnasium Wall

Tazewell County Public Schools

June 20, 2025

THOMPSON & LITTON EST. 1956

June 20, 2025

Tazewell County Public Schools
Cynthia Hurley
506 Jeffersonville Street
Tazewell, VA 24651

Re: Request for Proposals for THS Gymnasium Wall

Dear Ms. Hurley:

Thompson & Litton, Inc. (T&L) is pleased to submit the attached proposal to provide architectural, engineering, and related professional services to Tazewell County Public Schools (TCPS) for the design of repairs to the damaged gymnasium wall at Tazewell High School. We understand the unique needs and challenges of this project, including working with an aging facility constructed in 1954, and the potential for the presence of lead or asbestos materials. T&L is well-prepared to deliver responsive, cost-effective, and comprehensive services through all five phases of design and construction.

As you review our proposal, we would like to highlight the following key advantages that make T&L uniquely qualified to support this important project:

- PROVEN TEAM. T&L has a long history of completing architectural and engineering projects for public schools across the region, including assessments, repairs, and renovations to existing structures. Notably, our firm prepared the Wall Structural Assessment for this gymnasium, dated March 7, 2025. Our intimate familiarity with the site and its current condition ensures a seamless transition into the design and construction phases.

- FULL SERVICE IN-HOUSE. We offer an integrated approach with all major disciplines under one corporate roof—including architecture, structural engineering, surveying, and construction administration—ensuring clear communication and efficient coordination throughout the life of the project.

- PROXIMITY. Our project team will operate out of our Tazewell, Virginia office, ensuring same-day responsiveness and a high level of availability for site visits, inspections, and meetings with TCPS stakeholders.

- FUNDING. T&L is highly experienced in supporting Virginia public entities in navigating the complex process of securing and managing grant funding and other financial resources for capital improvements. We stand ready to assist TCPS in this regard if needed.

We look forward to the opportunity to continue our support of Tazewell High School and to help TCPS successfully complete this critical facility improvement. Thank you for considering our proposal. We welcome the chance to further discuss how T&L can support your upcoming initiatives and we look forward to further discussions about agreement and terms and conditions.

Sincerely,

Pamela Young

Pamela Young
Project Manager

# TABLE OF CONTENTS

*Letter of Transmittal*

01. Credentials of Project Team

02. Rates / Fees / Expenses

03. Management Skills and Technical Experience

04. Prior Claims

05. Project Methodology and Quality Control

06. Capability of Timely Response

07. References

08. Conflict of Interest Disclosure

09. Proposal Forms

# 01. CREDENTIALS OF PROJECT TEAM.

THOMPSON & LITTON
EST. 1956

## HISTORY

Since 1956, the words of our visionary founders, William A. Thompson, Jr., PE and John W. Litton, PE have guided the professional development of Thompson & Litton which is built on enduring principles shaped by the character and culture of our early years in southwestern Virginia. We know how to face problems and how to solve problems. We get to know our clients and commit to serve them well. Integrity and respect is essential to a business that's built to stay.

## 171 STAFF MEMBERS

### PERSONNEL BY DISCIPLINE

| | |
|---|---|
| Architecture | 24 |
| Civil Engineering | 26 |
| MEP & Structural Engineering | 12 |
| Surveying | 20 |
| Project Management | 20 |
| Construction Administration | 3 |



Chilhowie, VA
Radford, VA
Tazewell, VA
Wise, VA
Bristol, TN
Johnson City, TN
Mosheim, TN
Princeton, WV

## INTEGRITY

T&L has been shaped not only by our history, but by our clients. Taking their advice to heart is a cornerstone value that has influenced our practice and fueled our success. Often a successful project is the outcome of deep and lasting professional relationships, not only with clients, but with partners and vendors as well. We are committed to maintaining great relationships.

## INSIGHT

Since its earliest days, T&L has emphasized serving its clients by producing quality work by committed people.

**"Firms don't design projects. People do."**

*Bill Thompson*

## INNOVATION

T&L has a wide array of experiences and technical depth that spans challenges. We built the first general aviation airport in the southwest Virginia region, as well as the first waste-water treatment facility. Growing out of our innovative culture, T&L has become good at many things. Our history has allowed us to hone our skills in a variety of venues.

HUBZone SWaM CERTIFIED ESOP

Please also refer to T&L's structural evaluation report dated March 7, 2025 for more information on potential pricing for the Gym Wall Repair project.

**EFFECTIVE: Through June 30, 2026**

**THOMPSON & LITTON**
**SCHEDULE OF HOURLY RATES**

| INDIVIDUAL CLASSIFICATIONS | TYPICAL HOURLY RATES (Current Rates) |
|---|---|
| Officer-in-Charge | $300.00 |
| Associate | $236.00 |
| Senior Project Manager | $220.00 |
| Project Manager | $175.00 |
| Senior Engineer | $210.00 |
| Project Engineer | $167.00 |
| Design Engineer | $125.00 |
| Senior Technician | $120.00 |
| Technician | $ 84.00 |
| Senior Architect | $195.00 |
| Project Architect | $145.00 |
| Architectural Associate | $114.00 |
| Senior Surveyor | $175.00 |
| Surveyor | $112.00 |
| Senior Survey Technician | $ 92.00 |
| Survey Technician | $ 82.00 |
| 3-Person Survey Party | $265.00 |
| 2-Person Survey Party | $185.00 |
| Senior Construction Contract Administrator | $165.00 |
| Construction Contract Administrator | $110.00 |
| Senior Construction Representative | $114.00 |
| Construction Representative | $ 87.00 |
| Specifications and Technical Composer | $ 94.00 |
| Administrative Assistant | $ 99.00 |
| Clerical | $ 70.00 |

**REIMBURSABLE EXPENSES**

Consultants and subcontractors will be billed at Direct Cost times 1.20.
Transportation and out-of-town subsistence will be billed at Direct Cost times 1.15.

Mileage for use of personal or company vehicles – Effective IRS mileage rate.

Long distance telephone calls, facsimiles, printing or items not customarily provided by the Consultant shall be charged at Direct Cost times 1.15.

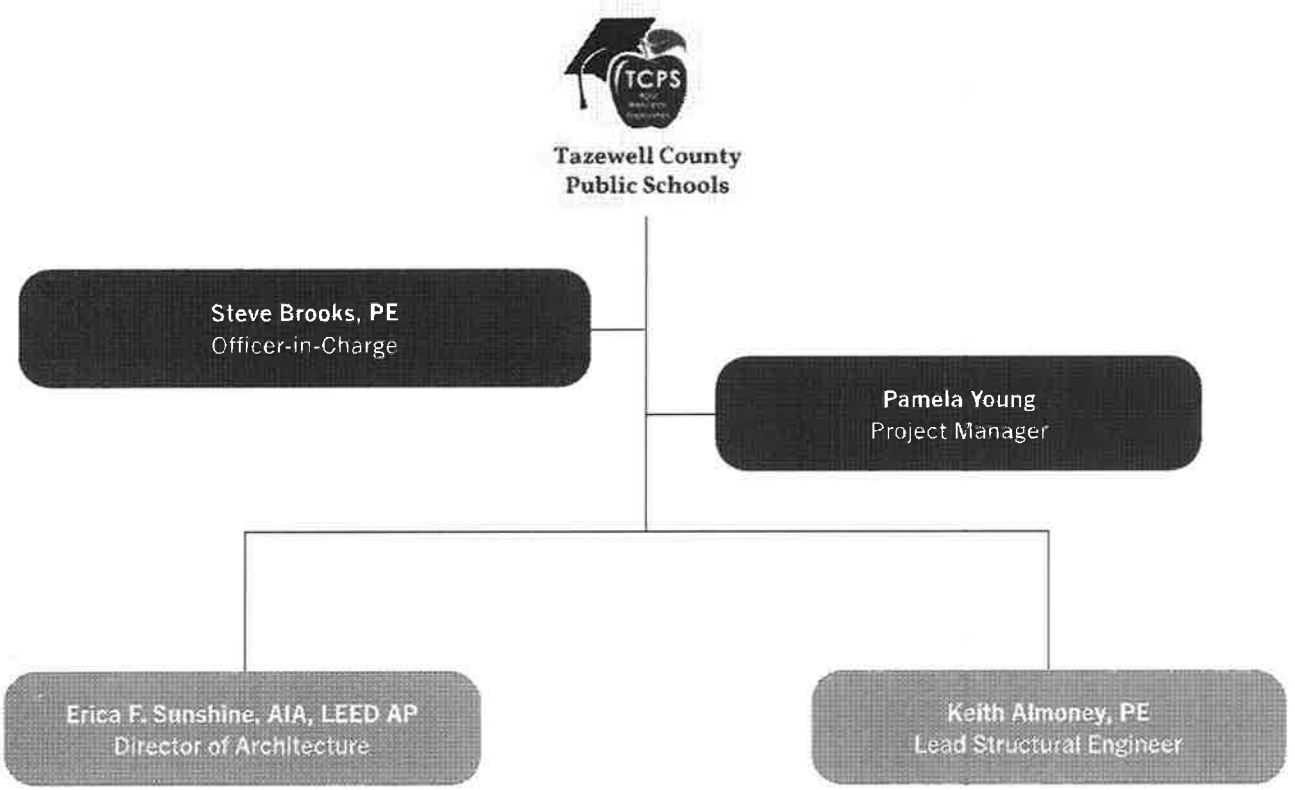
REPRODUCTION:

| | |
|---|---|
| A) 8 1/2 x 11 page, per copy (black/white) | $0.20 |
| B) 8 1/2 x 11 page, per copy (color) | $0.60 |
| C) 11 x 17 page, per copy (black/white) | $0.50 |
| D) 11 x 17 page, per copy (color) | $0.85 |
| E) 12 x 18 page, per copy (black/white) | $0.60 |
| F) 12 x 18 page, per copy (color) | $1.00 |
| G) Large Drawings, per square foot | $0.65 |
| H) Large Drawings, per square foot (color) | $1.25 |

FINANCIAL: Invoices are payable within thirty days. Interest is, therefore, charged in the event of non-payment within sixty days. An interest rate 1% per month will be charged and applied to the unpaid balance monthly.

# 03. TECHNICAL EXPERIENCE

T&L's Project Team functions like an extension of the Client's staff. As such, the firm strives to maintain a very close working relationship with the client and its employees. Decisions on specific projects are coordinated through in-house Project Teams established to implement each project. You will find T&L's Project Manager to be both accessible and technically knowledgeable working closely with the professionals in all T&L offices. T&L project managers will be responsible for internal communication with other Project Team Members and for external communication with you, review agencies, funding agencies, construction contractors, area residents, and the press, if desired.




Please note project team resumes on the following pages:

# STEVEN D. BROOKS, PE

OFFICER-IN-CHARGE



*Senior Vice President Operations*

276.328.2161 •
sbrooks@T-L.com •
www.T-L.com •
Wise | Virginia •

## YEARS OF EXPERIENCE

37 Years of Experience
1992 | Joined T&L

## EDUCATION

Virginia Tech
1989 | Master of Science
Civil Engineering, Structural

Virginia Tech
1988 | Bachelor of Science
Civil Engineering

## REGISTRATIONS

1992 | Professional Engineer | VA
1998 | Professional Engineer | KY
1998 | Professional Engineer | TN
1998 | Professional Engineer | WV
2006 | Professional Engineer | MD
2009 | Professional Engineer | NC
2015 | Professional Engineer | DC

## AWARDS

1997 | VDCR Recognition
Red Onion State Correctional Facility

## PROFILE

Steve Brooks is a graduate of Virginia Tech with a Master's of Science Degree in Civil Engineering and a Bachelors of Science Degree in Civil Engineering. Having experience as both a structural and civil engineer, Steve has the ability to understand the many facets of a project and bring it to a successful completion. Steve joined T&L as a Project Engineer for civil projects and worked to become the Lead Structural Engineer for T&L founding the firms' structural practice. He led the firm's endeavor to start a MEP practice while serving as Vice President of Engineering. Today he holds the current position of Senior Vice President of Operations where he oversees the architectural, engineering, surveying and construction contract administration services. In his current role Steve contributes his expertise to all design endeavors as Officer-in-Charge, providing oversight and guidance, QA/QC and ensures that the Project Team has access to the resources necessary to complete the project on time and within budget. He has been the engineer of record on a wide variety of projects including public works, site development as well as industrial, commercial, institutional and correction facilities. Steve has worked on projects utilizing a number of different delivery methods such as design/bid/build, design/build, fast track and PPEA.

## EXPERIENCE

**Tazewell High School Gymnasium Structural Evaluation**
Tazewell County Public Schools, Tazewell, Virginia. Officer-in-Charge.

**Tazewell High School Retaining Wall Replacement, Tazewell County Public Schools**
Tazewell County, Virginia. Structural Engineer.

**Tazewell County Career and Technical Center - Student Center, Tazewell County Public Schools**
Tazewell County, Virginia. Structural/Civil Engineer.

**Auburn High School Crack Monitor Evaluation, Montgomery County School Board**
Montgomery County, Virginia. Structural Engineer.

**J.I. Burton Grandstand Inspection, Norton City School Board**
Norton, Virginia. Structural Engineer.

**Wise Primary School Addition and Renovations, Wise County Public Schools**
Wise County, Virginia. Structural/Civil Engineer.

**Radford Baseball Stadium, Radford High School Foundation**
Radford, Virginia. Structural Engineer.

# PAMELA S. YOUNG

PROJECT MANAGER



304.425.9555 •
pyoung@T-L.com •
www.T-L.com •
Princeton | West Virginia •

## YEARS OF EXPERIENCE

18 Years of Experience
2020 | Joined T&L

## EDUCATION

Valley College of Technology
2003 | Associate in Applied Science
Business Administration

## PROFILE

Pam is a graduate of Valley College of Technology and serves as Project Manager. She is the primary point of contact for the client and is responsible for project coordination with the engineering and architecture teams on each project. Pam will see that the necessary services are provided and that the project is completed on time and within budget.

Pam also has experience in construction management and is responsible for project reports, contractor payment requests and monitoring project budgets of federally funded projects at T&L.

## EXPERIENCE

**Tazewell High School Gymnasium Structural Evaluation**
Tazewell County Public Schools, Tazewell, Virginia. Project Manager.

**Tazewell High School Turf Field and New Track**
Tazewell County Public Schools, Tazewell, Virginia. Project Manager.

**Graham High School Stadium and Bleachers Evaluation and Rendering, Tazewell County Public Schools**
Tazewell County, Virginia. Project Manager.

**Richlands Elementary School Gymnasium Roof Repairs, Tazewell County Public Schools**
Tazewell County, Virginia. Project Manager.

**Graham High School Parking Lots, Tazewell County Public Schools**
Tazewell County, Virginia. Project Manager.

**Graham High School Parking Lots, Tazewell County Public Schools**
Tazewell County, Virginia. Project Manager.

**PAR, Graham Recreational Park Evaluation**
Bluefield, Virginia. Project Manager.

**Richlands Elementary School Gymnasium Roof Repairs, Tazewell County Public Schools**
Tazewell County, Virginia. Project Manager.

**PAR, Thistle Commercial Building**
Town of Bluefield, Virginia. Project Manager.

**Recreational Study, Parkview Heights Playground**
Town of Bluefield, Virginia. Project Manager.

# ERICA F. SUNSHINE, AIA, LEED AP

DIRECTOR OF ARCHITECTURE



*Associate*


540.633.1897 •
esunshine@T-L.com •
www.T-L.com •
Radford | Virginia •


## YEARS OF EXPERIENCE

37 Years of Experience
2018 | Joined T&L

## EDUCATION

Virginia Tech
1988 | Bachelor of Architecture

## REGISTRATIONS

1994 | Registered Architect | VA
2021 | Registered Architect | WV
2021 | Registered Architect | NC
2024 | Registered Architect | TN

## CERTIFICATIONS

2009 | LEED AP
2018 | CPSM
2021 | NCARB

## AFFILIATIONS

American Institute of Architects

## AWARDS

VSBA | Silver Award
Floyd County Career Collaboration Development Center | 2023

AIA | Blue Ridge Chapter
Residential Design | 1994

## PROFILE

Erica Sunshine, AIA, LEED AP, is the Director of Architecture and oversees the planning and development of design concepts and alternatives. She also provides direct supervision of design architects and technicians. Erica is a graduate of Virginia Tech and is a LEED Accredited Professional. She has a comprehensive understanding of green building design practices, principles, and the LEED Rating System as well as experience in the design and construction of architectural projects. Erica has played a key role in the preliminary and final design of new construction and renovation/adaptive reuse projects.

## EXPERIENCE

**Pulaski High School Security Wall, Pulaski County School Board**
Pulaski County, Virginia. Director.

**Electric Service Relocation at Raven Elementary School,**
Tazewell County, Virginia. Director.

**Baxter Field Improvements, Unicoi County Board of Education**
Unicoi County, Tennessee. Director.

**Restroom and Locker Room Restroom Conversion, Scott County Public Schools**
Scott County, Virginia. Director.

**McHarg Elementary School Renovation and Addition**
Radford, Virginia. Project Architect.

**Collaboration Career Development Center**
Floyd County, Virginia. Project Architect.

**Security Vestibules at Five Elementary Schools**
Pulaski County, Virginia. Project Architect.

**Radford High School Renovations to Five Science Rooms**
Radford, Virginia. Project Architect.

**Operations Center Support Buildings, MCPS**
Montgomery County, Virginia. Project Architect.

**Middle and High School Clean Air Renovations and Alterations**
Craig County, Virginia. Project Architect.

# KEITH A. ALMONEY, PE

LEAD STRUCTURAL ENGINEER



*Associate*


540.633.1897 •
kalmoney@T-L.com •
www.T-L.com •
Radford | Virginia •


## YEARS OF EXPERIENCE

27 Years of Experience
2016 | Joined T&L

## EDUCATION

Virginia Tech
1996 | Bachelor of Science
Civil Engineering

## REGISTRATIONS

2003 | Professional Engineer | VA
2007 | Professional Engineer | CO

## AFFILIATIONS

American Society of Civil Engineers
Structural Engineering Institute
American Institute of Steel Construction

## PROFILE

Keith A. Almoney, PE, joined T&L in 2016 and has acquired 26 years of experience in structural engineering. He has maintained his Professional Engineer status in Virginia since 2003 and currently holds the position of Lead Structural Engineer within the firm. Keith is a 1996 graduate of Virginia Tech with a Bachelor of Science Degree in Civil Engineering. Keith has extensive experience in structural design incorporating a multitude of various materials including steel, concrete, masonry, and timber.

As the Lead Structural Engineer, Keith will lead the planning and development of design concepts and alternatives and will direct the design engineers and technicians who develop design details and construction documents. He will gather and evaluate project data and provide recommendations, and review the design details and construction documents.

## EXPERIENCE

**Tazewell High School Gymnasium Structural Evaluation**
Tazewell County Public Schools, Tazewell, Virginia. Structural Engineer.

**Tazewell High School Turf Field and New Track**
Tazewell County Public Schools, Tazewell, Virginia. Structural Engineer.

**New Intermediate School, Bristol, Virginia Public Schools**
Bristol, Virginia. Structural Engineer.

**Radford High School Amory Building Structural Inspection, City of Radford**
Radford, Virginia. Structural Engineer.

**Eastern Elementary School Load Bearing Repair, Giles County Public Schools**
Giles County, Virginia. Structural Engineer.

**Single Use Restroom, Washington County Public Schools**
Washington County, Virginia. Structural Engineer.

**HVAC Improvements, Craig County Public Schools**
Craig County, Virginia. Structural Engineer.

**Union Primary School Addition, Wise County Public Schools**
Wise, Virginia. Structural Engineer.

**Floyd County High School Collaboration and Career Development Center, Floyd County Public Schools**
Floyd County, Virginia. Structural Engineer.



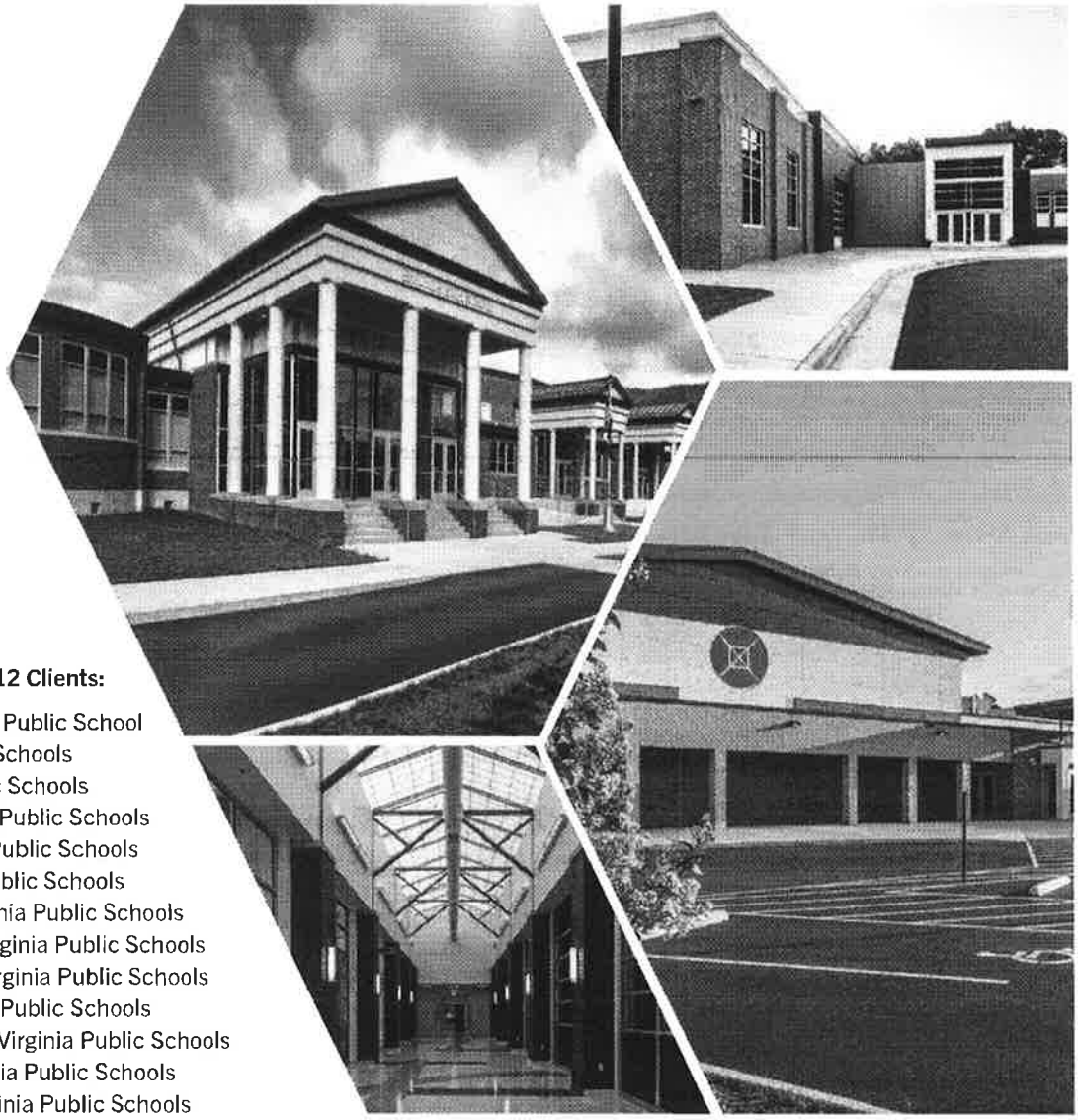




## EXPERIENCE, EXPERTISE AND CAPABILITIES

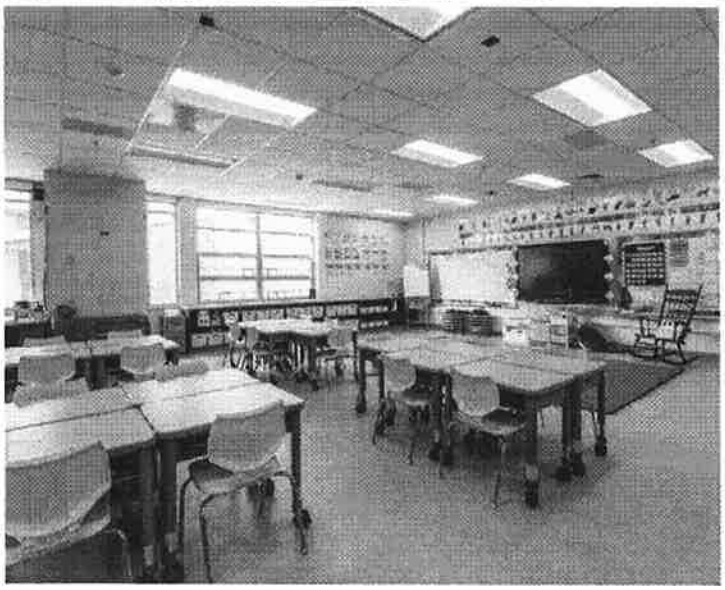
T&L has no malpractice claims asserted in the past five (5) years.

THOMPSON & LITTON
EST. 1956



**A sampling of T&L's Public K-12 Clients:**

- Scott County Virginia Public School
- Floyd County Public Schools
- Bristol Virginia Public Schools
- Radford Virginia City Public Schools
- Norton Virginia City Public Schools
- Galax Virginia City Public Schools
- Bedford County Virginia Public Schools
- Buchanan County Virginia Public Schools
- Dickenson County Virginia Public Schools
- Giles County Virginia Public Schools
- Montgomery County Virginia Public Schools
- Pulaski County Virginia Public Schools
- Roanoke County Virginia Public Schools
- Russell County Virginia Public Schools
- Smyth County Virginia Public Schools
- Tazewell County Virginia Public Schools
- Washington County Virginia Public Schools
- Wise County Virginia Public Schools
- Mitchell County North Carolina Schools
- Bristol Tennessee Board of Education
- Johnson City Tennessee Schools
- Kingsport City Schools
- Washington Tennessee County Schools
- Carter County Tennessee Schools
- Unicoi County Tennessee Schools
- Hawkins County Tennessee Schools
- Sullivan County Tennessee Schools



## Project Understanding

Thompson & Litton (T&L) has a deep understanding of the challenges and goals associated with the proposed repairs to the gymnasium wall at Tazewell High School, stemming not only from our technical capabilities, but also from our direct experience with the facility. As the firm responsible for preparing the Wall Structural Assessment dated March 7, 2025, T&L brings unmatched familiarity with the existing conditions and structural issues outlined in the RFP.

Tazewell High School, originally constructed in 1954, presents typical challenges of aging infrastructure, including potential presence of lead and asbestos materials, outdated construction methods, and a lack of reinforcement in masonry walls. Our assessment identified significant cracking, displacement, and structural vulnerabilities in the unreinforced masonry east wall of the gymnasium and surrounding areas, particularly where the gymnasium wall intersects with the adjacent classroom wing. The observed structural distress is believed to be the result of building torsion under lateral loads, such as wind or seismic events, exacerbated by an imbalance in the distribution of shear walls on the north and south elevations.

T&L understands that the solution must not only address the current deficiencies but must also consider long-term safety, code compliance, cost-efficiency, and constructability within an occupied school facility. Our report outlined multiple repair strategies—ranging from vertical reinforcement with grout and rebar to the application of carbon fiber reinforcement systems. We also identified the need for crack monitoring, selective demolition of column wraps, and reinforcement of affected walls spanning from the Cafeteria foundation to the Gymnasium roof.

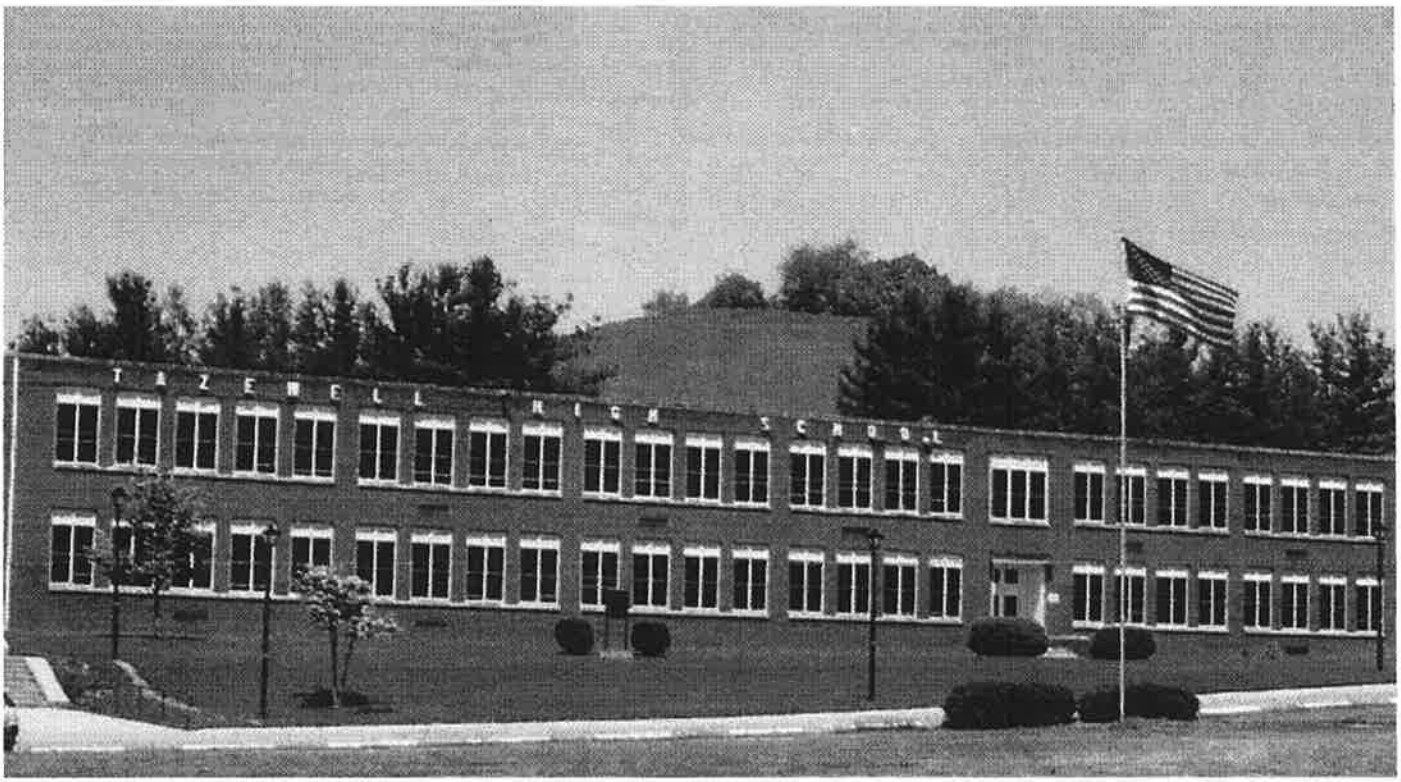
Our team is fully prepared to provide comprehensive architectural and engineering services for this project through all five phases of design and construction. We will ensure that the proposed repair approach balances performance and cost while preserving the continued use of the school during construction. Moreover, we are committed to close coordination with TCPS stakeholders and to minimizing disruption to school operations.

As the original authors of the structural assessment and as a full-service firm with extensive experience in public school infrastructure, T&L is uniquely positioned to deliver a successful outcome for this critical project.

## Quality Control Program

Since the founding of T&L in 1956, we have always strived to design with quality in mind. To further that philosophy and make it part of our corporate culture, we have formally adopted our Quality Assurance/Quality Control Program. We firmly believe that quality is more than a check list, it should be the way you conduct business. Quality assurance is the planned and systematic activities implemented in a quality system such that quality requirements for a product or service be fulfilled. Quality control is the procedures, observation techniques, tools and activities used to fulfill requirements for quality. We provide quality assurance by integrating our QA/QC philosophy into our everyday activities as we go about designing a project. We do this by promoting communication and coordination between the various design team members as well as with the client's staff. We ensure that we understand the clients needs and that the project scope and goals reflect their desires. We communicate with each other internally as well as with the client and other external entities as the design progresses to keep everyone on track. This also helps us to be sure that we are meeting all applicable codes and using best practices in our design. We plan for quality control from the beginning of a project by establishing specific milestones in the schedule to coordinate the project with the various team members, check the budget and to verify we are addressing the clients needs and goals. By adhering to our formal program, we strive to make quality a normal part of our business practice and not an afterthought at the end of a project.

Please find highlighted examples of T&L's similar projects on the following pages.




# TAZEWELL HS STRUCTURAL EVALUATION

## TAZEWELL COUNTY, VA

T&L evaluated structural issues for the Tazewell County School Board in the gymnasium and hallways at Tazewell High School. The evaluation included the following services:

- Conducted site visit(s) to assess the structural integrity of the gymnasium and hallways, identifying any potential concerns related to the building's framework and supporting systems,
- Provided a comprehensive structural evaluation letter that outlined the findings of the site visit(s), including any issues related to cracks, settlement, or deterioration of structural elements, and offered recommendations for necessary repairs or improvements to ensure the safety and stability of the building. This assessment helped guide the school board in prioritizing maintenance and repairs.

**SERVICES PROVIDED**
Structural Engineering

**NOTABLE FEATURES**
Site Visits
Repair Recommendations
Structural Integrity Assessment

**COMPLETION DATE**
2024

**CLIENT**
Tazewell County Public Schools
506 Jeffersonville Street
Tazewell, VA 24651

**CONTACT**
Chris Stacy
276.988.5511



# TAZEWELL HIGH SCHOOL STADIUM IMPROVEMENTS

## TAZEWELL COUNTY, VA

Tazewell County School Board identified a need to install an artificial turf field and six lane track at the existing stadium of Tazewell High School that replaced the natural grass field and four lane tack. The project envisioned was an artificial turf field and asphalt track with accompanying stormwater drainage infrastructure and **structural engineering for home side and visitor side bleachers** and lighting alternations to accommodate seating capacity of 5,000 people. The current bleachers encroached upon the 4 lane track and required to be moved to allow for the new 6 lane track and ADA compliance.

T&L provided a study and design services to determine the parameters of the new turf filed and six lane track that considered topography, stormwater regulations, accessibility, safety, property boundaries, and optimal seating capacity. The study also included a conceptual plan that highlighted the above feature, pedestrian access, and total project costs. The project is currently in construction phase.

**SERVICES PROVIDED**
Architecture
Civil Engineering
Survey

**NOTABLE FEATURES**
Six Lane Track
5,000 Person Seating
SWPPP Permit
VPDES Permit
ADA Accessibility

**CONSTRUCTION COST**
$228,495

**COMPLETION DATE**
2024

**CLIENT**
Tazewell County Public Schools
506 Jeffersonville Street
Tazewell, VA 24651

**CONTACT**
Christopher B. Stacy, Ed. D
276.988.5511



# BARRACKS STOOPS FIELD EVALUATION

## LEXINGTON, VA

The barracks at the Virginia Military Institute consist of three buildings constructed over a period of many years, but all centered around a common layout. Generally, the buildings are four-stories, masonry buildings with cast in place concrete stoops or balconies consisting of concrete beams, columns and slabs. The stoops surround an open-air courtyard. Over the years exposure to the weather has deteriorated the concrete and created structural concerns.

T&L was asked to perform a structural evaluation of the structures and provide conclusions and recommendations as to needed repairs in report form. The findings of the report were used to develop construction documents which were used to bid the work and guide the contractors during construction. The project itself was unique in that the evaluation and construction had to be performed in and around VMI's class schedules, summer breaks etc. The project was completed in several phases over a span of multiple years. The work generally consisted of repairs to deteriorated concrete and cracks in beams, columns, floor slabs and stairs. Theses were both structural and cosmetic repairs. Replacement of handrails on the stairs and stoops themselves were also necessary.

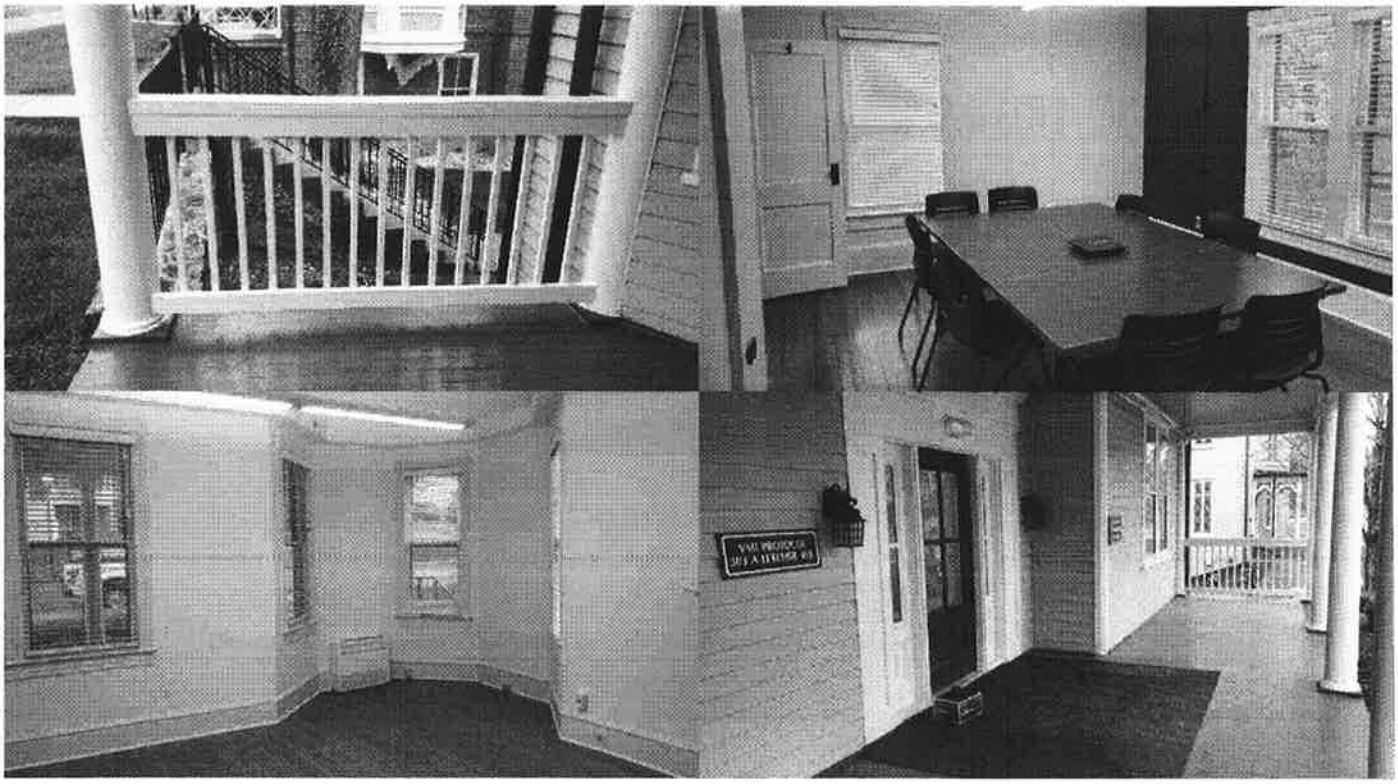
**SERVICES PROVIDED**
Civil Engineering

**NOTABLE FEATURES**
Multi-Phase Project

**COMPLETION DATE**
2018

**CLIENT**
Virginia Military Institute
Smith Hall 300 Level
Lexington, VA 24450-0304

**CONTACT**
Aaron Groah,
540.464.7323



# 303 LETCHER AVENUE STRUCTURAL RENOVATIONS

## ROCKBRIDGE COUNTY, VA

The Virginia Military Institute (VMI) facility at 303 Letcher Avenue, originally a residence, houses the Post Protocol Office on the main level, the Protocol Guest Quarters on the lower level, and a private residential apartment on the upper level. The Protocol Guest Quarters is available to distinguished guests for overnight accommodations. The Protocol Office provides support for the visitors and guests of the Superintendent and staff. Typical functions include escort duties, assistance with itineraries, and seating plans. In fulfilling these duties, the facility at 303 Letcher Avenue is placed in a position of high visibility and prominence. T&L was retained by VMI to provide the following Structural Engineering services:

Topographic and Utility Survey;

- One (1) foot contour topographic survey of the site which contains approximately 0.5 acres. The survey located planemetrics, horizontal and vertical items on the site including storm drainage, edge of roads, open areas, buildings, parking areas, overhead utilities, underground utilities per Virginia 811 and above ground evidence, light poles, signs, and other items to produce a complete design survey;
- Documentation of the existing conditions: Performed a field measuring of the existing building and produced CAD plans, suitable for design services;
- Creation of Construction Documents: Sealed, permitable construction documents which included engineering drawings and specifications suitable for competitive bidding purposes;
- Submission of the Working Drawings package to BCOM for review and response;
- Bid Phase Services; and,
- Construction Contract Administration Services

**SERVICES PROVIDED**
Structural Engineering
Surveying

**NOTABLE FEATURES**
Virginia State Funding
Storm Drainage
Overhead/Underground Utilities

**COMPLETION DATE**
2017

**CLIENT**
Virginia Military Institute
Smith Hall 300 Level
Lexington, VA 24450-0304

**CONTACT**
Aaron Groah,
540.464.7323




# PATRICK HENRY HS STADIUM STRUCTURAL

## WASHINGTON COUNTY, VA

In response to concerns regarding structural integrity, T&L conducted thorough investigations at Patrick Henry High School and the Neff Center floor slab. These evaluations aimed to identify and address any underlying issues affecting the structural stability of these educational facilities. The investigations encompassed detailed assessments of the buildings' foundations, load-bearing elements, and overall structural framework and recommendations for repairs.

**SERVICES PROVIDED**
Civil Engineering
Structural Engineering
Electrical Engineering

**NOTABLE FEATURES**
Structural Integrity Evaluation
Thorough Structural Inspection

**COMPLETION DATE**
2022

**CLIENT**
Washington County Virginia School Board
812 Thompson Drive
Abingdon, VA 24210

**CONTACT**
Chad Wallace
276.739.3016

# 06. CAPABILITY OF TIMELY RESPONSE




T&L is prepared to begin work immediately on this project so the vision of the Client may become reality as soon as possible. We have the manpower available to perform the work in an efficient and timely manner. We believe that we can work with the Client to determine realistic schedules and provide efficient completion of all project phases.

T&L is currently capable of producing over 15,083 man-hours per month. We expect this level of production capability to remain constant for 2025. The overall resources of T&L indicate an availability of man-hours beginning immediately that can be dedicated to the Client's project.

On a regular basis, the project manager and the technical department managers review manpower availability and project demands. A formal review with Principal oversight is conducted monthly. The goal of these reviews is to determine where manpower is needed to keep projects on schedule and to meet client needs. These reviews also aid in anticipating future needs such that resources can be allocated accordingly.

While expecting the level of production capability to remain constant for 2025 with steady controlled growth into 2026, T&L anticipates adding manpower as needed during the next three years. Proactive planning affords us the opportunity to anticipate resource demands and make adjustments with our personnel such that our client's projects are completed on schedule.

## EXHIBIT 2

### REFERENCE LIST

The offeror is required to state and describe in the space provided below the work of a character similar to that sought to be procured in the RFP has been previously performed, and to give references and full contact information and such other information as will enable TCPS to evaluate the responsibility, experience, skill and financial standing of the offeror. Proposals from offerors lacking substantial and credible experience in the particular type of work sought to be procured under the RFP will not be considered.

**Robert Sallee, Scott County Public Schools**

340 East Jackson Street, Gate City, VA 24251

276.386.6118

**Chad Wallace, Washington County Virginia School Board**

812 Thompson Drive, Abingdon, VA 24210

276.739.3016

**Aaron Groah, Virginia Military Institute**

Smith Hall 300 Level, Lexington, Virginia 24450

540.464.7323

* Please see Section 5 for project descriptions.

# 08. CONFLICT OF INTEREST DISCLOSURE



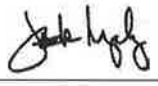




T&L does not have any potential conflicts of interest to performing this work for Tazewell County Public Schools.

# EXHIBIT 1

## OFFEROR INFORMATION

| | |
|---|---|
| RFP No.: | TCPS0525-THS Gymnasium Wall |
| Offeror Name: | Thompson & Litton, Inc. |
| Offeror Address: | 329 Main Street<br>Tazewell, VA 24651 |
| Telephone: | 276.988.7921 |
| Email: | T-L@T-L.com |
| VA SCC Identifier No.: | 0131411-1 |
| Distance (in miles) from 506 Jeffersonville Street Tazewell, VA 24651: | 0.3 miles (1 minute) |
| Name & Title of Offeror Representative Submitting Proposal: | Jack Murphy, AIA, Senior Vice President - Project Management |
| Signature: |  |
| Date: | June 20, 2025 |

## EXHIBIT 3

### OFFEROR' S NON-SOLICITATION NON-KICKBACK CERTIFICATION

The undersigned offeror, by and through the offeror's duly authorized agent that executes this Certification below, hereby certifies on a continuing basis that if the contract is awarded to offeror, that no member of the School Board of Tazewell County, Virginia, or other member of any elected governing body of Tazewell County, Virginia, or any member of their respective immediate families, including spouse, parents, or children, or any person representing or purporting to represent any member of any elected governing body of Tazewell County, Virginia, has received or has been promised, directly or indirectly, any financial benefit, by way of gift, kickback, fee, commission, finder's fee, political contribution, or any similar form of remuneration on account of the acts of awarding and/or executing the contract.

Signature: _____

Name: Jack Murphy, AIA

Title: Senior Vice President - Project Management

Offeror Name: Thompson & Litton, Inc.

Date: June 20, 2025

## EXHIBIT 4

### OFFEROR' S ELIGIBILITY CERTIFICATION

The undersigned offeror, by and through the offeror's duly authorized agent that executes this Certification below, hereby certifies the following on a continuing basis with respect to its proposal and any contract that may be awarded:

(i) Neither offeror nor any officer, director or owner thereof has had judgments entered against said entity or individual within the past ten years for the breach of contracts for governmental or nongovernmental construction, including, but not limited to, design-build or construction management;

(ii) Neither offeror not any officer, director, owner, project manager, procurement manager or chief financial official thereof has been convicted within the past ten years of a crime related to governmental or nongovernmental construction or contracting, including, but not limited to, a violation of (i) Article 6 (§ 2.2-4367 *et seq.*) of this chapter, (ii) the Virginia Governmental Frauds Act (§ 18.2-498.1 *et seq.*), (iii) Chapter 4.2 (§ 59.1-68.6 *et seq.*) of Title 59.1, or (iv) any substantially similar law of the United States or another state; and

(iii) neither offeror nor any officer, director, or owner thereof is currently debarred pursuant to an established debarment procedure from bidding or contracting by any public body or agency of any state or the federal government.

Signature: _____

Name: Jack Murphy, AIA

Title: Senior Vice President - Project Management

Offeror Name: Thompson & Litton, Inc.

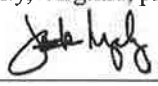
Date: June 20, 2025

## SCHEDULE C

### TCPS – TAZEWELL HIGH SCHOOL GYMNASIUM WALL REPAIR PROJECT

### VA. CODE § 22.1-296.1 CERTIFICATION

The undersigned contractor, by and through the contractor's duly authorized agent that executes this Certification below, hereby certifies on a continuing basis that, with respect to its employees and any other individuals that will provide services on the above-referenced Project through the undersigned contractor, no such employee or individual has been convicted of any violent felony set forth in the definition of barrier crime in subsection A of Va. Code § 19.2-392.02; any offense involving the sexual molestation, physical or sexual abuse, or rape of a child, or the solicitation of any such offense; or any crime of moral turpitude (except crimes of moral turpitude exempted under Va. Code § 22.1-296.1.G approved in writing by the School Board of Tazewell County, Virginia, prior to execution of this Certification).

Signature: 

Name: Jack Murphy, AIA

Title: Senior Vice President - Project Management

Contractor Name: Thompson & Litton, Inc.

Date: June 20, 2025



# TAZEWELL HIGH SCHOOL – GYMNASIUM WALL REPAIR

JUNE 30, 2025

THOMPSON & LITTON

# ABOUT US

Providing creative solutions to our clients with an emphasis on the communities around us.




THOMPSON & LITTON

# Tazewell County Public Schools



**Steve Brooks, PE**
Officer-in-Charge



**Pam Young**
Project Manager



**Erica F. Sunshine, AIA**
Director of Architecture

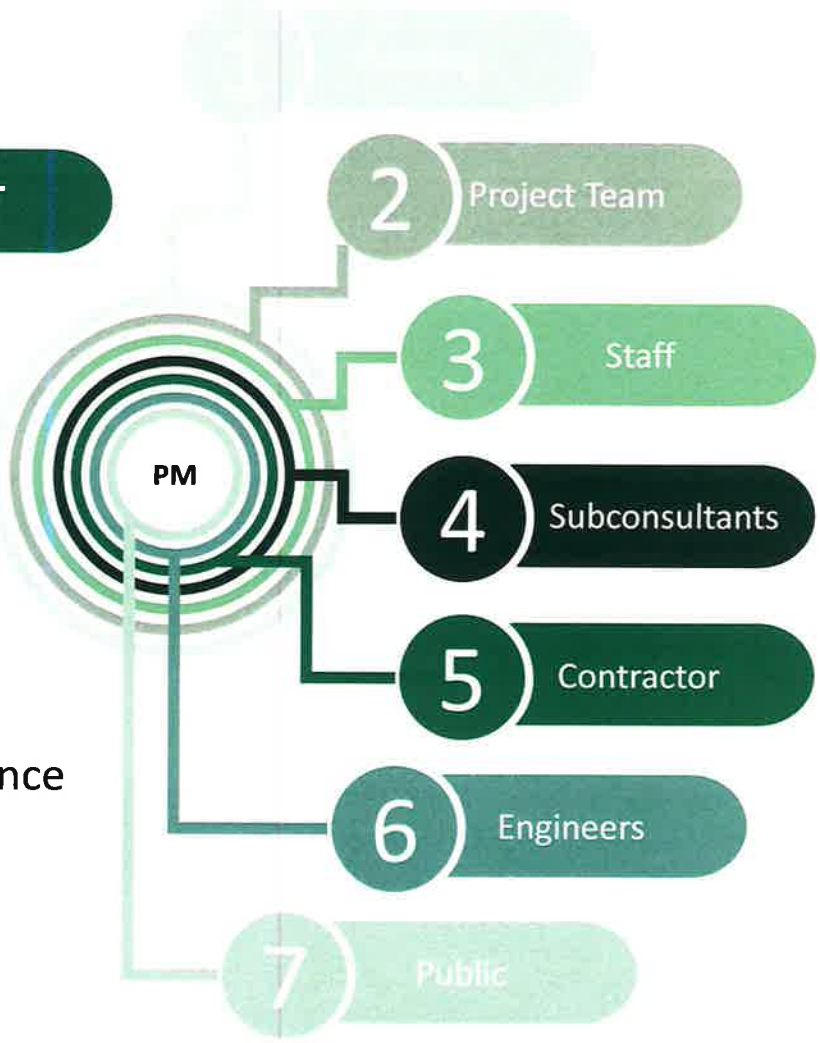


**Keith Almoney, PE**
Structural Engineer

## MEET THE TEAM

THOMPSON & LITTON

- **Project Manager <u>Pam Young</u>**
  - Responsible for Day-to-Day
  - Primary Point of Contact
  - Key Tasks:
    - Overall Project Direction
    - Assigns and Coordinates Team
    - Budget and Cost Management
    - Schedule Development and Adherence
    - **Client Satisfaction**






THOMPSON & LITTON




- **Begin Work Immediately**
  - Determine Efficient Project Schedule
- **Producing 15,083 Monthly Man-Hours**
- **Regular Project Manager Review**
  - Determine Manpower Needed
  - Anticipate Future Needs
  - Adequate Resource Allocation
- **Every Major Discipline In-House**
  - Operations Geared to Service Municipalities
  - Can Mobilize Quickly
  - React to Dynamic and Sometimes Urgent Needs

# FIRM CAPABILITIES



CIVIL ENGINEERING



ARCHITECTURE



MEP ENGINEERING



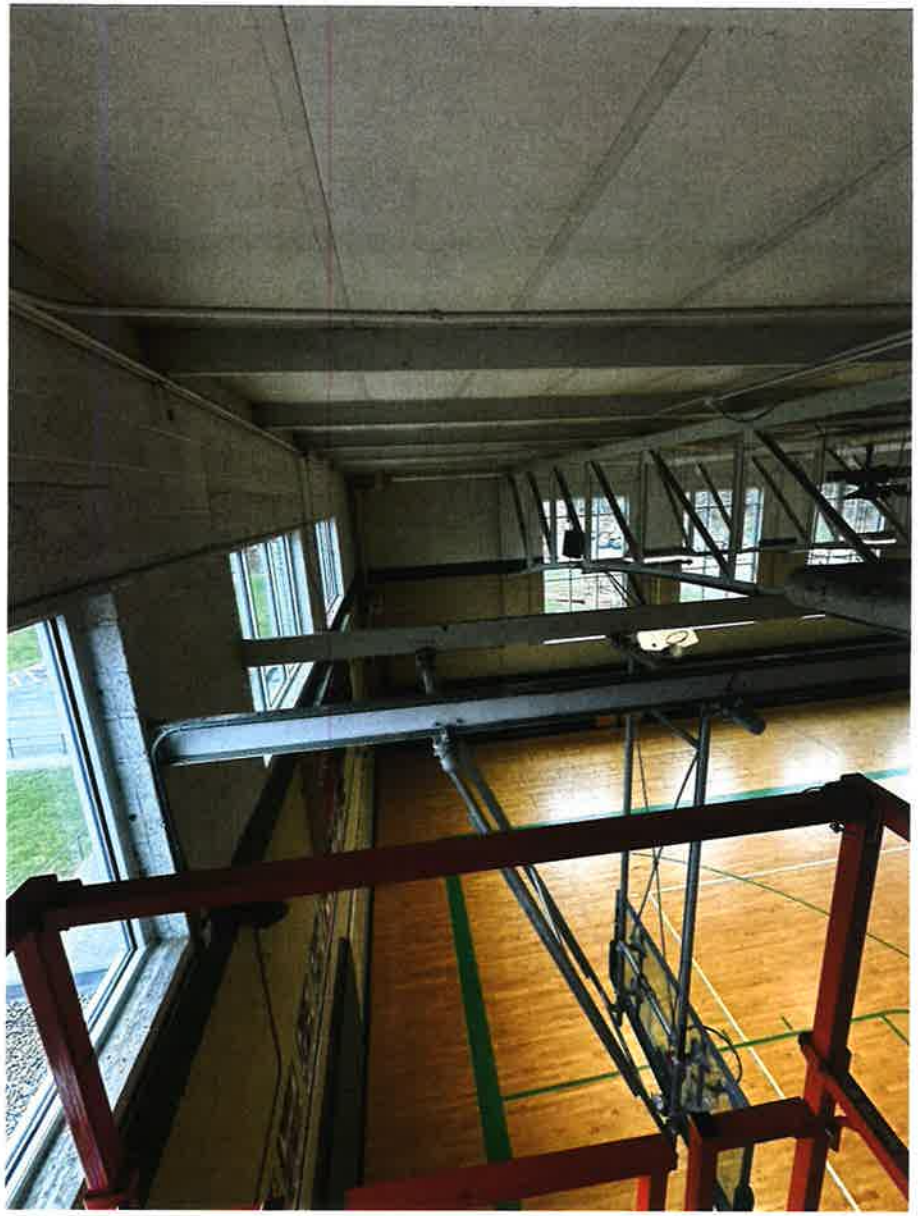
STRUCTURAL



SURVEY

THOMPSON
& LITTON

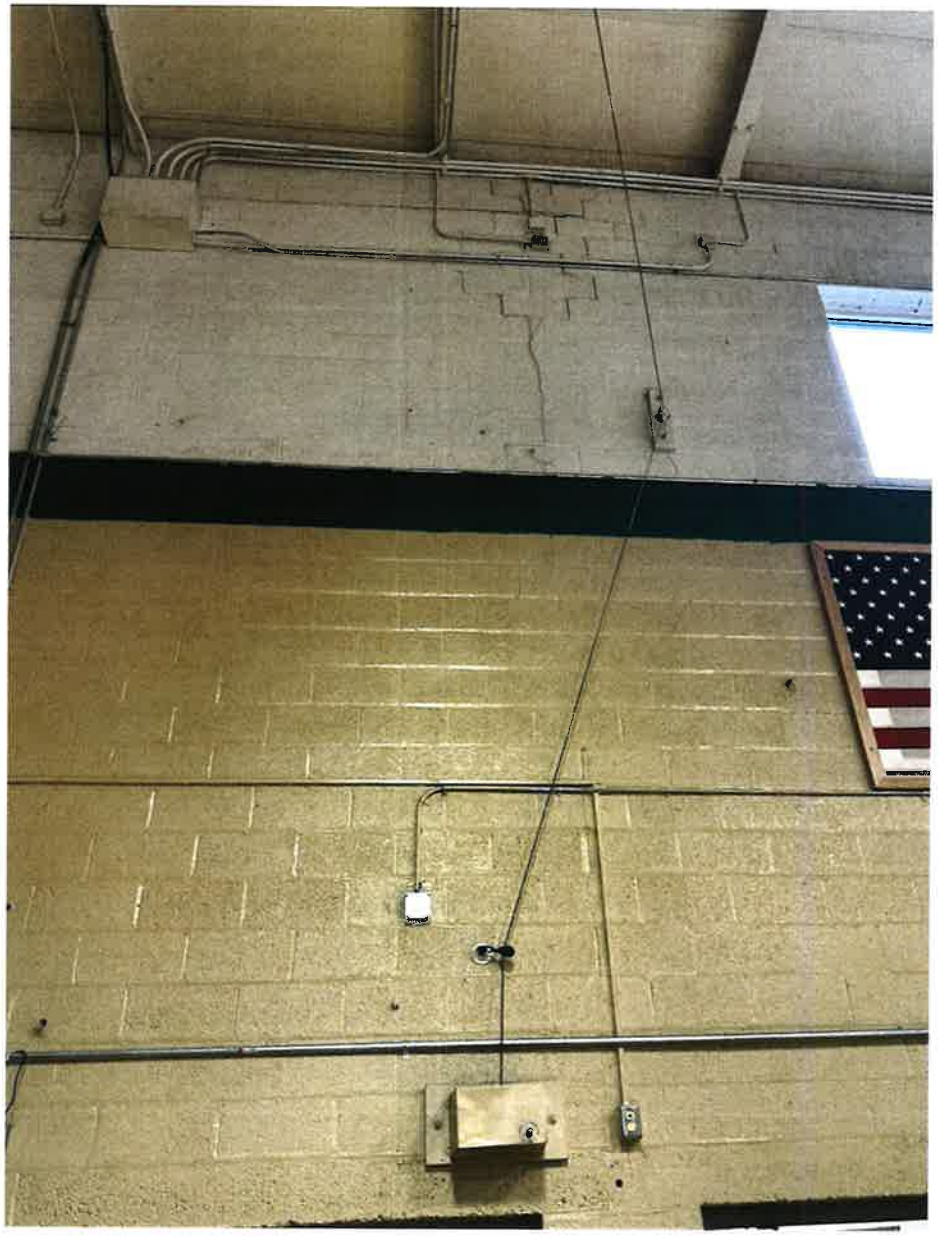




# TAZEWELL HIGH SCHOOL STRUCTURAL EVALUATION

TAZEWELL COUNTY, VA

THOMPSON & LITTON

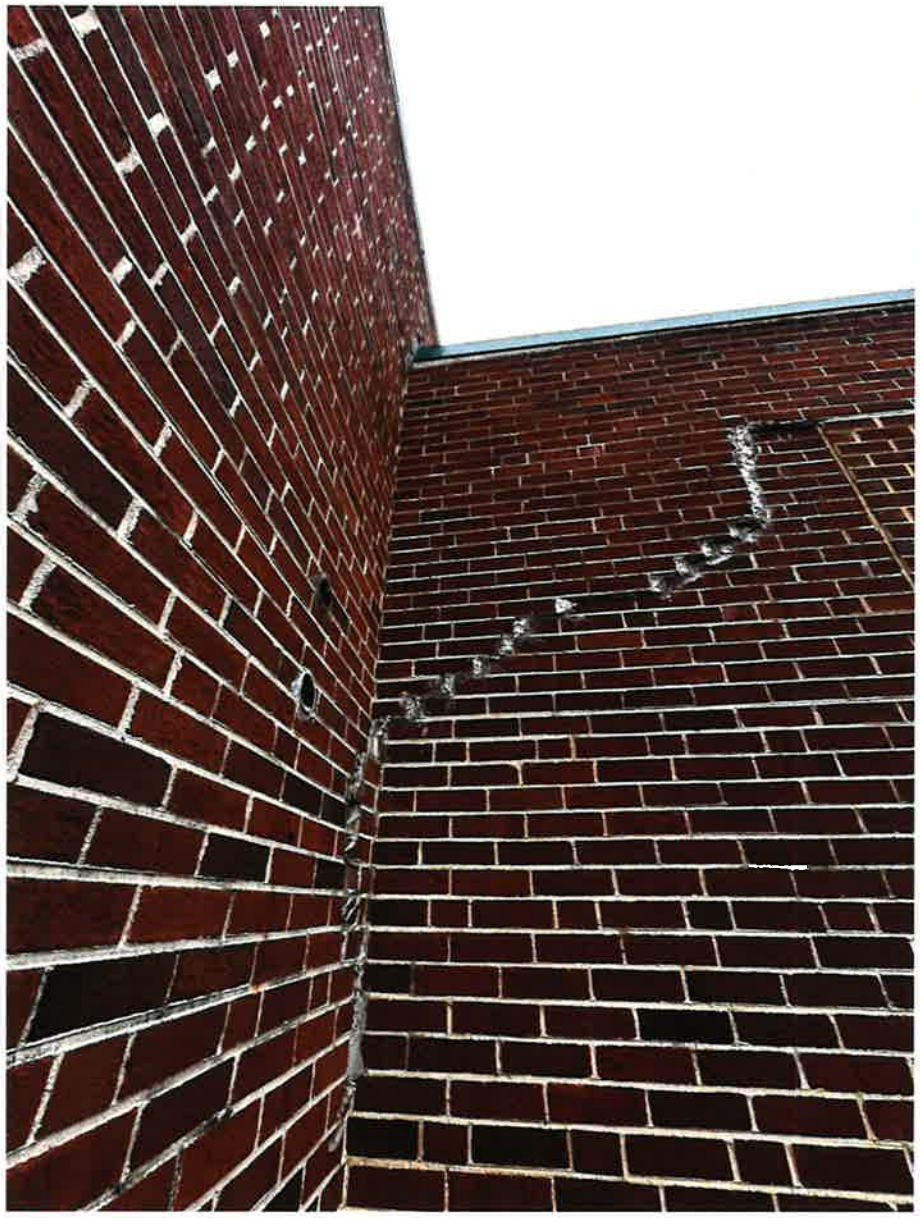




# TAZEWELL HIGH SCHOOL STRUCTURAL EVALUATION

TAZEWELL COUNTY, VA

THOMPSON & LITTON





# TAZEWELL HIGH SCHOOL STRUCTURAL EVALUATION

TAZEWELL COUNTY, VA

THOMPSON & LITTON



# TAZEWELL HIGH SCHOOL GYM WINDOW LINTEL REPAIR

TAZEWELL COUNTY, VA

THOMPSON & LITTON



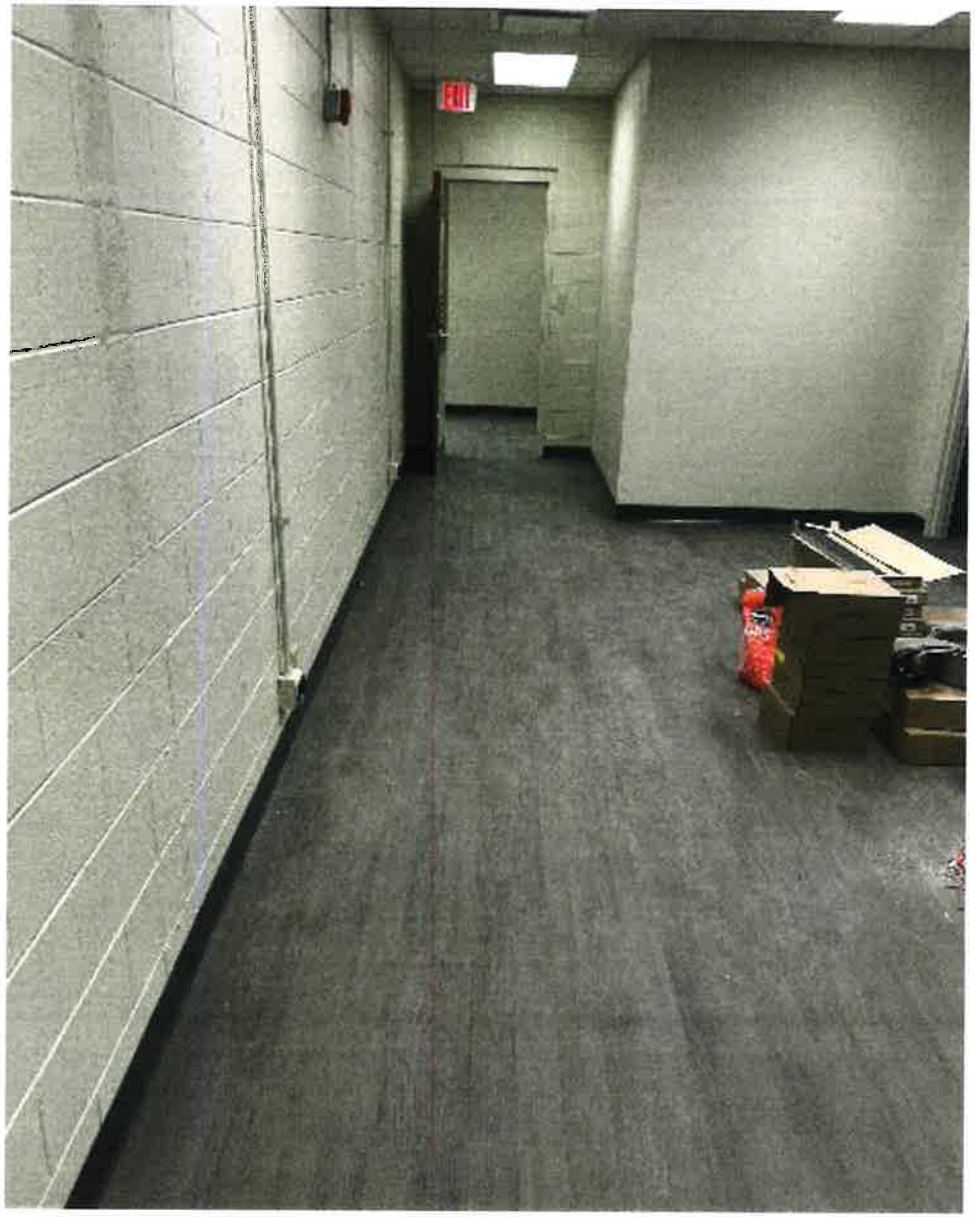
# EASTERN ELEMENTARY SCHOOL GYM WALL REPAIR

GILES COUNTY, VA

THOMPSON & LITTON







# TIMBERLAKE BUILDING RENOVATIONS

GILES COUNTY, VA

THOMPSON & LITTON








# VIRGINIA MILITARY INSTITUTE - 303 LETCHER AVE STRUCTURAL RENOVATIONS

LEXINGTON, VA

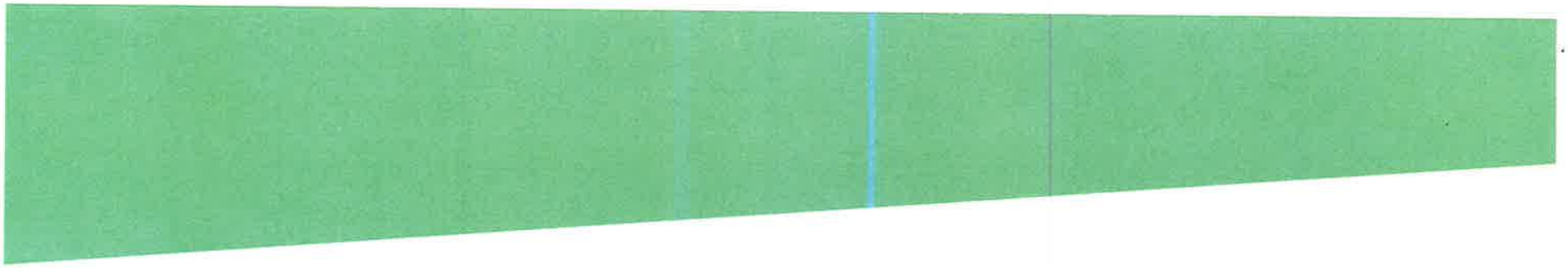
THOMPSON & LITTON



# VIRGINIA MILITARY INSTITUTE – BARRACKS STOOPS FIELD EVALUATION

LEXINGTON, VA

THOMPSON & LITTON

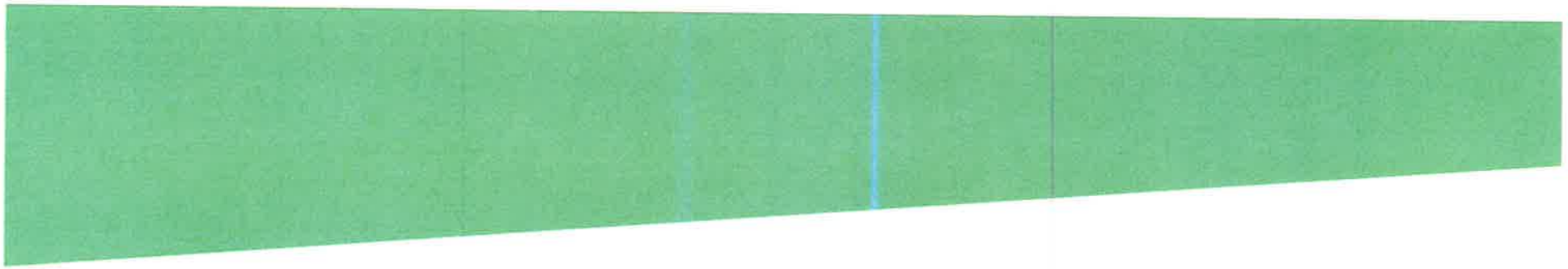


**Deep Familiarity:**

- T&L authored the March 7, 2025 Structural Assessment
- Direct knowledge of existing conditions and facility layout

**Key Issues Identified:**

- Cracking and displacement in unreinforced masonry east wall
- Cracking in unreinforced masonry south wall and column wraps
- Structural stress at gym-classroom wing intersection
- Suspected torsion from lateral loads (wind/seismic) due to substantially weaker south wall
- Imbalance in shear wall distribution



**Repair Considerations:**

- Long-term safety, code compliance, and cost-effectiveness
- Possible repair strategies include grout/rebar reinforcement and carbon fiber reinforcement (less likely due to veneer removal)
- Additional considerations: method of reinforcement installation, time and duration of construction

**Execution Strategy:**

- Full architectural & engineering support through all project phases
- Construction within an occupied facility with minimal disruption
- Close coordination with TCPS to ensure smooth implementation

**Why T&L:**

- Original assessment authors
- Proven experience with aging school infrastructure
- Full-service delivery from a single, experienced team

A job of this nature is impossible to determine construction value until further investigation and design are complete.

T&L will work with TCPS to determine the most cost-effective solutions.

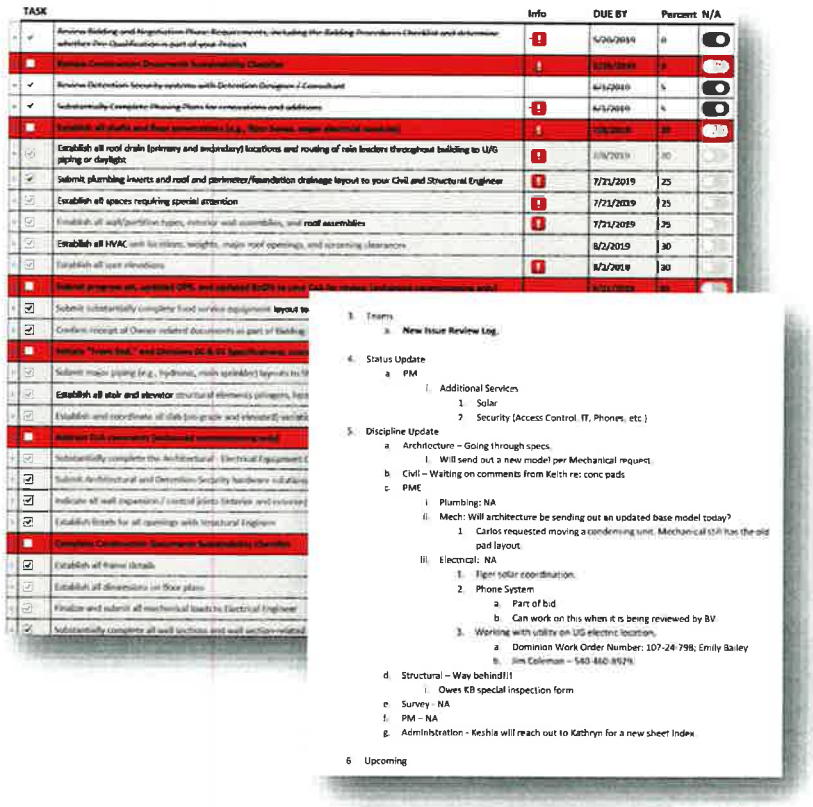


## ESTIMATED CONSTRUCTION VALUE

THOMPSON & LITTON

# QUALITY CONTROL

- 3-Dimensional Cloud Based Model
- Microsoft teams:
  - Weekly Team Meetings
  - Tasks / Issue Logs / Minutes
- Progress Documents
- Quality Control Checks:
  - Navisworks Clash Detection
  - BlueBeam Studio



| TASK | Info | DUE BY | Percent | N/A |
|---|---|---|---|---|
| ~~Review Bidding and Negotiation Phase Requirements, including the Bidding Procedures Checklist and determine whether Pre-Qualification is part of your Project~~ | ! | 5/20/2019 | 0 | |
| ~~Review Construction Documents Sustainability Checklist~~ | ! | 5/28/2019 | 0 | |
| ~~Review Detention Security systems with Detention Designer / Consultant~~ | | 6/1/2019 | 5 | |
| ~~Substantially Complete Phasing Plans for renovations and additions~~ | ! | 6/1/2019 | 5 | |
| ~~Establish all shafts and floor penetrations (e.g., floor boxes, major electrical conduits)~~ | ! | 7/8/2019 | 20 | |
| Establish all roof drain (primary and secondary) locations and routing of rain leaders throughout building to U/G piping or daylight | ! | 7/8/2019 | 20 | |
| Submit plumbing inverts and roof and perimeter/foundation drainage layout to your Civil and Structural Engineer | ! | 7/21/2019 | 25 | |
| Establish all spaces requiring special attention | ! | 7/21/2019 | 25 | |
| Establish all wall/partition types, exterior wall assemblies, and roof assemblies | ! | 7/21/2019 | 25 | |
| Establish all HVAC unit locations, weights, major roof openings, and screening clearances | | 8/2/2019 | 30 | |
| Establish all user elevations | ! | 8/2/2019 | 30 | |
| ~~Submit progress set, updated QPR, and updated EVDS to your PM for review and comments prior to submittal~~ | | 8/7/2019 | 30 | |
| Submit substantially complete food service equipment layout to | | | | |
| Confirm receipt of Owner related documents as part of Bidding | | | | |
| ~~Review "Front End," and Division 00 & 01 Specifications~~ | | | | |
| Submit major piping (e.g., hydronic, main sprinkler) layouts to | | | | |
| Establish all stair and elevator structural elements (pilasters, hea | | | | |
| Establish and coordinate all slab (on-grade and elevated) vertical | | | | |
| ~~Review Civil comments (enclosed) commissioning relief~~ | | | | |
| Substantially complete the Architectural - Electrical Equipment | | | | |
| Submit Architectural and Detention Security hardware submittal | | | | |
| Indicate all wall expansion / control joints (interior and exterior) | | | | |
| Establish footers for all openings with Structural Engineer | | | | |
| ~~Complete Construction Document Sustainability Checklist~~ | | | | |
| Establish all frame details | | | | |
| Establish all dimensions on floor plans | | | | |
| Finalize and submit all mechanical loads to Electrical Engineer | | | | |
| Substantially complete all wall sections and wall section-related | | | | |

3. Teams
   a. **New Issue Review Log.**
4. Status Update
   a. PM
      i. Additional Services
         1. Solar
         2. Security (Access Control, IT, Phones, etc.)
5. Discipline Update
   a. Architecture – Going through specs.
      i. Will send out a new model per Mechanical request.
   b. Civil – Waiting on comments from Keith re: conc pads
   c. PME
      i. Plumbing: NA
      ii. Mech: Will architecture be sending out an updated base model today?
         1. Carlos requested moving a condensing unit. Mechanical still has the old pad layout
      iii. Electrical: NA
         1. Tiger solar coordination.
         2. Phone System
            a. Part of bid
            b. Can work on this when it is being reviewed by BV
         3. Working with utility on US electric location.
            a. Dominion Work Order Number: 107-24-798; Emily Bailey
            b. Jim Coleman – 540-460-9579.
   d. Structural – Way behind!!!
      i. Owes KB special inspection form
   e. Survey - NA
   f. PM – NA
   g. Administration - Keshia will reach out to Kathryn for a new sheet index.
6. Upcoming

## QA/QC PROCESS

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**EXPERIENCED** | Familiar with TCPS and Extensive Portfolio

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# Q&A SESSION

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ENGINEERS ARCHITECTS SURVEYORS

March 7, 2025

Dr. Christopher Stacy, Ed.D
Division Superintendent
507 Jeffersonville Street
Tazewell, VA 24651

Re: Tazewell High School Wall Structural Assessment
T&L Project No. 18627

Dear Dr. Stacy:

Tazewell County Public Schools (TCPS) requested Thompson & Litton, Inc. (T&L) to conduct a structural assessment of the walls of the Gymnasium of the Tazewell High School in Tazewell, Virginia. Please consider this letter a written report on the structural assessment. Keith Almoney, P.E., Structural Engineer, and Thomas Wheatley, E.I.T., Structural Engineer, with T&L conducted a site visit on November 11, 2024. Keith Almoney, P.E. conducted a second site visit on December 11, 2024, after additional cracking was observed in a corridor wall. The purpose of this assessment was to provide an opinion whether the wall in the Gymnasium requires repair and if the Gymnasium should be restricted from use. The conclusions and recommendations of this report are based on the information gathered in the field, existing building drawings, and good engineering judgment.

**Background**

The Tazewell High School was constructed approximately in 1953 and is a two-story, masonry building with a basement in a portion of the building. The Gymnasium is two stories high, located on the First Floor. The Cafeteria is located in the basement under the Gymnasium. The roof framing above the Gymnasium is 8-inch purlins (8C11.5 and 8WF17) spanning approximately 16 feet between built-up steel trusses with a flat top chord and an arched bottom chord supported by steel columns. The roof is a ballasted roof membrane (originally a built-up roof) over a gypsum roof deck supported by bulb-tees with rigid insulation board. The floor framing of the Gymnasium is concrete slabs (with wood flooring), supported by concrete beams spanning between concrete columns. The steel columns of the Gymnasium bear on the concrete columns of the Cafeteria.

The north wall of the Gymnasium is masonry block confined within the steel columns for six (6) bays with minimal openings in the wall sections. The masonry wall segments are shear walls for the Gymnasium. The south wall of the Gymnasium is also masonry block confined within the steel columns except only the two (2) end bays are solid walls. The four (4) interior bays have large windows that are almost as wide as

the bays. The two solid bays are the shear walls on the south side and the four interior bays are not shear walls.

**Observations**

On the east wall of the Gymnasium, large cracks in the masonry wall were observed near the top of the wall where the south classroom exterior wall intersects the Gymnasium wall. The top of the classroom wall is approximately three (3) feet shorter than the Gymnasium wall. See Photos No. 1 thru No. 4. The maximum width of the cracks is approximately 3/8". See Photo No. 4. Horizontal displacement was observed at some of the cracks with the maximum displacement being approximately ½". See Photos No. 5 and No. 6. The cracks in the wall have been there for multiple years, but the cracking in the wall was stated to be worse since the wind and rain from Hurricane Helene at the end of September 2024.

During the installation of steel lintels above the existing windows in the west wall of the Gymnasium, the wall was drilled to determine if the wall is grouted. If the masonry block walls had some grouted cells, it would indicate that the walls probably had vertical bar reinforcement. The drilling of the wall found that none of the cells of the wall were grouted, thus the walls of the Gymnasium are unreinforced.

The steel columns supporting the roof trusses are wrapped in masonry block. The column wraps have cracks where the trusses penetrate the wraps. See Photo No. 7. The southeast masonry block shear wall has some stair-stepped cracks within the wall which can also been seen in Photo No. 7. Cracks were observed at the ends of the lintels above the windows in the south masonry block wall. See Photo No. 8

At the exterior face of the east wall of the Gymnasium where the classroom wall intersects the Gymnasium wall, the brick is spalling due to compression of the brick at the top of the classroom wall. See Photo No. 9. There is a stair-stepped crack in the brick veneer of the classroom wall. See Photo No. 10. The brick veneer is displaced at the crack. See Photo No. 11. The crack has been filled at least twice with elastomeric caulk. The stair stepped crack continues up to the top of the windows of the classrooms and then continues horizontally across the windows. See Photo No. 12. Part of the original wide window closest to the Gymnasium has been removed and infilled. The brick between the top of the two classroom windows is crushed and has been displaced at the brick shelf lintel level. See Photo No. 13. The brick shelf angles appear to be rusted and delaminating. See Photo No. 14.

Inside the Second Floor Classroom 211, adjacent to the Gymnasium, the south wall has multiple cracks near the intersection of the classroom south wall and the Gymnasium east wall. The cracks have been patched or filled with a cementitious material at least twice. The first patch has been painted and the second patch has not been painted. See Photo No. 15. The ceiling in Classroom 211 along the Gymnasium east wall has pulled away from the wall. See Photo No. 16.

During the second site visit, the glazed tile at the southwest corner of the Auditorium, a crack was observed. See Photo No. 17. The wall in question is the corridor wall opposite the Gymnasium. The glazed tile is adhered to the masonry block butted against a concrete column with no space between the column and the block. See Photo No. 18. The crack is approximately ¼" wide with approximately ¼" horizontal

displacement. The lower part of the crack has dust within the crack indicating that part of the crack existed before the loud bang was heard. The extent of the crack was not previously observed before the loud bang was heard. The loud bang was heard during the morning after a couple days of moderate wind gusts. The cracks in the Gymnasium and Classroom 211 were observed, but there did not appear to be any new cracks, and the existing cracks did not appear to be worse.

**Conclusions and Recommendation**

Since the Gymnasium has more length of shear walls on the north side versus the length of shear walls on the south side, it is my opinion, during high winds and seismic events, the building torques or twists causing the east wall of the gymnasium to push into the south wall of the classroom wing. The collision of the walls is causing the cracking observed near the top of the Gymnasium east wall. In my opinion, the cracking observed in the walls does reduce the strength of the walls.

In my opinion, there is not an imminent danger of the collapse of the Gymnasium; however, the cracks are severe and should be closely monitored to determine if the cracks are increasing in width and length. If the cracks continue to grow in width or length, the walls should be repaired in the immediate future.

Currently, there is not an accurate method of monitoring the cracks. In my opinion, crack gauges should be installed at several cracks on all of the walls of the Gymnasium and Classroom 211. The gauges should be read monthly for the next 18 to 24 months.

In my opinion, the column wraps around the steel columns in the Gymnasium should be removed from the underside of the roof down to below the connections of the roof trusses. Removing the sacrificial column wraps would reduce the chance of a cracked block falling due to movement of the building and would allow for observation of the truss-to-column connections for any damage of the connections.

A possible repair of the walls would be to add reinforcement to all four of the block walls of the Gymnasium and the Cafeteria below. Reinforcing the walls could be constructed by cutting the face shells of the block walls, installing vertical reinforcement and then grouting the cells with the reinforcement. This repair would need to occur in vertical lifts and be phased horizontally with the reinforcement of the adjacent cells to be reinforced so that the walls are not weakened too much during the removal of the face shells of the block. The repair would be done from the inside of the school due to the brick veneer. The reinforcement would be from the foundation below the Cafeteria to the roof above the Gymnasium.

Another possible way of reinforcing the walls would be to add carbon fiber to the face of the walls. The carbon fiber would need to be installed onto both faces of the walls due to the reversal of the wind and seismic loads. To install the carbon fiber on the exterior face of the walls, the brick veneer would need to be removed and reinstalled. The repair may also require removal of grade around the building.

Both options for reinforcing the walls would be expensive and may be in excess of a million dollars and would only address the cracking observed in the Gymnasium. Due to the age of the building and the additional damage observed in the building, the repair may be prohibitive compared to the cost of

constructing a new school. In my opinion, budgeting for the repair of the walls should begin as the walls probably should be repaired within the next five to ten years and sooner if the cracks continue to get worse.

In my opinion, the crack in the glaze tile is not a life safety issue. The masonry block wall behind the glazed tile is not load-bearing. The masonry wall should have been installed with a space between the wall and the concrete column so any movement of the column would not impose stresses on the wall so a crack would not develop.

Thank you for allowing Thompson & Litton to provide engineering services for your facility. Should you have any questions or need additional information or assistance with the issue, please feel free to contact our office at your convenience.

Sincerely,

Keith A. Almoney, PE
Lead Structural Engineer

pc: Pam Young, Project Manager, T&L
Geno Parkhurst, Manager of Maintenance & Grounds, TWPS



# Attachment A
# Photographs



**Photo No. 1—Large Cracks in the East Masonry Block Wall of Gymnasium**

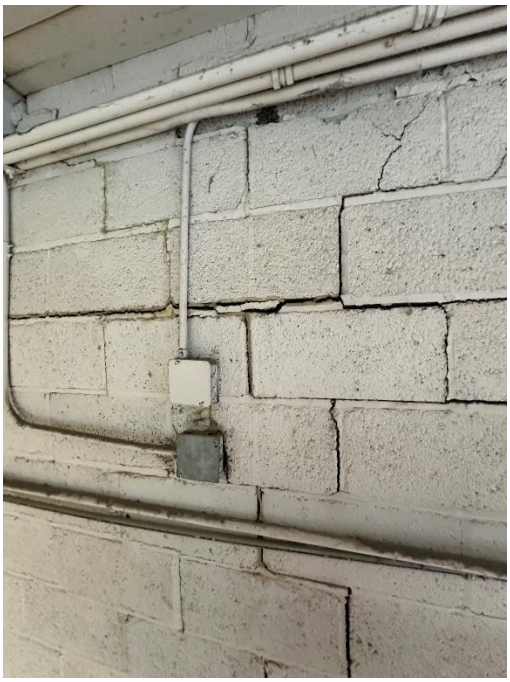


**Photo No. 2—Large Cracks in the East Masonry Block Wall of Gymnasium**



**Photo No. 3—Large Cracks in the East Masonry Block Wall of Gymnasium**

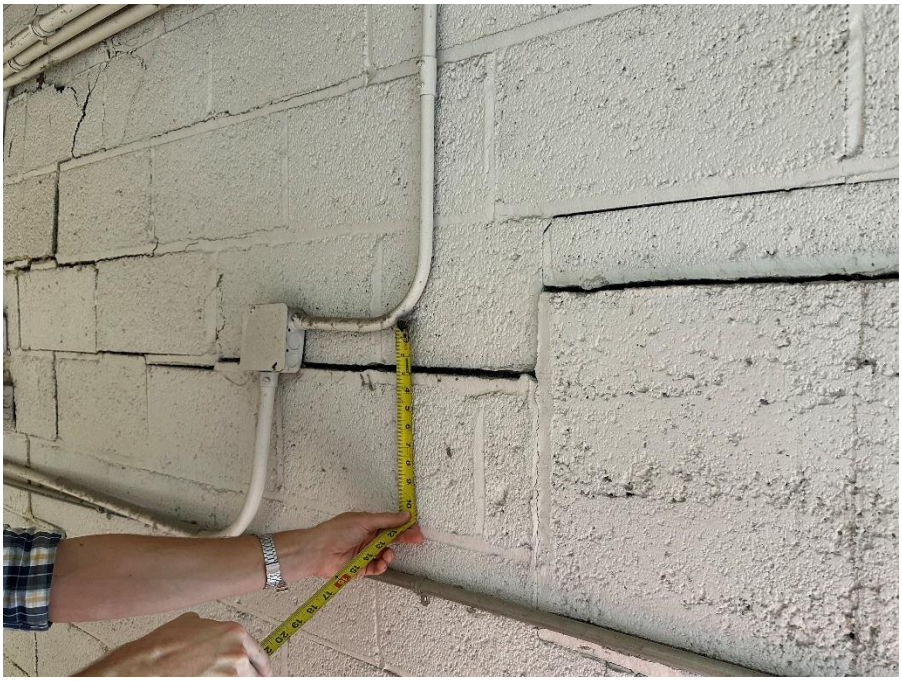


**Photo No. 4—Large Cracks in the East Masonry Block Wall of Gymnasium**




**Photo No. 5—Horizontal Displacement of the Mortar Joint in the East Masonry Block Wall**



**Photo No. 6—Horizontal Displacement of the Mortar Joint in the East Masonry Block Wall**



**Photo No. 7—Steel Columns Wrapped with Masonry Block and Cracks in South Masonry Wall**



**Photo No. 8—Cracks at Lintels Above Windows in South Walls**



**Photo No. 9—Spalling Brick Veneer in the Gymnasium Wall at the Classroom Wall**



**Photo No. 10—Stair-Stepped Crack with Displacement in the Brick Veneer of the Classroom Wall**

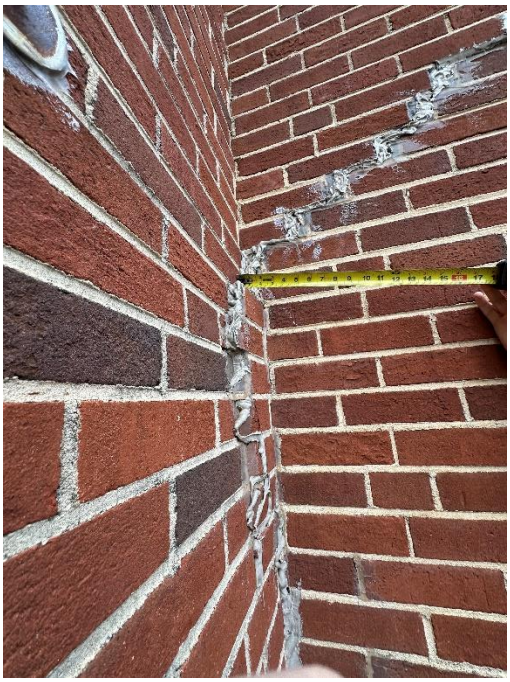


**Photo No. 11—Displaced Brick Veneer at Cracks n Gymnasium and Classroom Walls**



**Photo No. 12—Stair-Stepped Crack Continuing Horizontally Above the Original Classroom Window**



**Photo No. 13—Displaced & Crushed Brick between Windows in the South Wall of the Classroom Wing**



**Photo No. 14—Rusted Brick Shelf Angle Lintel**



**Photo No. 15—Cracks in Classroom South Wall with Multiple Patches**



**Photo No. 16—Classroom Ceiling Pulling Away from the Gymnasium East Wall**




**Photo No. 17—Crack Glazed Tile in Corridor Wall at Southwest Corner of the Auditorium**



**Photo No. 18—Masonry Block Butted Against Concrete Column**

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# REQUEST FOR PROPOSAL
## RFP NO. TCPS0525 - THS GYMNASIUM WALL

## PROPOSAL FOR ARCHITECTURAL, ENGINEERING, AND RELATED SERVICES

## TAZEWELL COUNTY PUBLIC SCHOOLS
## REPAIRS TO DAMAGED GYMNASIUM WALL
## AT TAZEWELL HIGH SCHOOL
## TAZEWELL COUNTY, VIRGINIA

*Submitted To:*
*Tazewell County Public Schools*
*Attn: Ms. Cynthia Hurley*
*506 Jeffersonville Street*
*Tazewell, VA 24651*

*submitted electronically (via email) to*
*clhurley@tcpsva.org*

**11:59 p.m. local time**
**Friday, June 20, 2025**

CAMERON L. WOLFE, JR. AIA
Architecture and Planning
1216 North Main Street, Marion, Virginia
(276) 783-8391

RL Structural
ENGINEERING, PLLC


***Submitted By:***
*Cameron L. Wolfe Jr. AIA*
*Architectural and Planning*
*1216 North Main Street*
*Marion, VA 24354*
*Email: clw-aia@comcast.net*
*(276) 783-8391 / (276) 759-1255*

*In collaboration with*

*RL Structural Engineering, PLLC*
*101 Reynolds Ave.*
*Bluefield, VA 24605*
*Email: robin@rlseng.com*
*(276) 245 8977*

June 20, 2025

Tazewell County Public Schools
Attn: Ms. Cynthia Hurley
506 Jeffersonville Street
Tazewell, VA 24651

RE: Proposal Submission for RFP No. TCPS0525
Architectural, Engineering, and Related Services for Design of Repairs to Damaged Gymnasium Wall at Tazewell High School

Dear Ms. Hurley:

Cameron L. Wolfe, Jr. AIA in collaboration with RL Structural Engineering, PLLC (RLSE) is pleased to submit our proposal in response to RFP No. TCPS0525-THS for architectural, engineering, and related services to support the design and administration of structural repairs to the gymnasium wall at Tazewell High School.

Together with RLSE we have extensive experience in renovation projects to include structural assessments, repair design, and construction oversight for various projects to include K-12 educational facilities across the Commonwealth. Our team has reviewed the March 7, 2025 structural assessment by Thompson & Litton and is fully prepared to provide comprehensive services through all phases of the project—from schematic design to final construction administration.

Together with RLSE, we offer:

- Proven expertise in unreinforced masonry wall analysis and retrofit design;
- Practical, cost-conscious repair strategies that maintain schedule integrity;
- Deep familiarity with school infrastructure, code requirements, and seismic/wind resilience;
- Prompt and reliable responsiveness, with offices located within a 15-minute drive of the project site for our Structural Engineer.

We understand the critical importance of ensuring structural safety while minimizing disruptions to students and faculty. Our proposal details our qualifications, methodology, past project performance, and compliance with all statutory and contractual requirements outlined in the RFP. We have also included all required exhibits and certifications for your consideration.

We look forward to the opportunity to support Tazewell County Public Schools in delivering a durable, high-performing structural solution. Please feel free to contact me directly with any questions or to schedule a follow-up discussion.

Respectfully,



Cameron L. Wolfe, Jr. AIA NCARB
Architect

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## Section 1: EXECUTIVE SUMMARY

Cameron L. Wolfe, Jr. AIA, in collaboration with RL Structural Engineering, PLLC, respectfully submits this proposal in response to RFP No. TCPS0525 Architectural, Engineering, and related Services for Design of Repairs to Damaged Gymnasium Wall at Tazewell High School.

Our team offers a highly experienced, locally-based design partnership with a combined legacy of over 100 years in educational, public safety, and municipal design across Southwest Virginia. Led by Architect of Record Cameron Wolfe, AIA, and Structural Engineer Roberta Lee, PE, we bring a deep understanding of ADA requirements, VDOE standards, and the practical realities of phased construction in occupied schools.

Mr. Wolfe brings over 20 years of experience in architectural design and construction administration for public K 12 school facilities across Virginia. His leadership ensures an integrated approach to building rehabilitation—combining practical design strategies with structural stability and compliance with the Virginia Uniform Statewide Building Code. Mr. Wolfe will oversee all phases of the project, from schematic design through construction administration, and will coordinate directly with the selected structural engineering partner to ensure safe, efficient implementation of the recommended repairs.

RLSE has carefully reviewed the March 7, 2025 structural assessment report prepared by Thompson & Litton and is fully familiar with the nature and extent of the Gymnasium's unreinforced masonry conditions, shear wall imbalance, column wrap issues, and potential building movement during wind and seismic events. We are prepared to evaluate both recommended reinforcement strategies—grouted reinforcement and carbon fiber application—and will provide the Owner with a cost-effective, phased repair design that can be executed with minimal disruption to school operations.

This proposal includes RLSE's qualifications, project methodology, similar past experience, and a complete set of required exhibits and certifications. As a SWaM-certified, woman-owned small business based in Virginia, RLSE is committed to providing public school clients with responsive, high-quality service and safe, durable design solutions.

Mr. Wolfe and RLSE stand ready to support Tazewell County Public Schools in ensuring the Gymnasium facility remains safe, functional, and structurally sound for years to come.

**Section 2: FIRM INFORMATION & OVERVIEW**

| | |
|---|---|
| *Firm Name:* | **Cameron L. Wolfe, Jr. AIA Architecture and Planning** |
| *Business Address:* | **1216 N. Main Street, Marion, VA 24354** |
| *Telephone/fax number:* | **Phone: 276-783-8391** |
| *Contact/email address:* | **clw-aia@comcast.net** |
| *Type of organization:* | **Sole Proprietorship** |
| *Name of Principals:* | **Cameron L. Wolfe, Jr., AIA, NCARB** |

Structural Consultant:

| | |
|---|---|
| *Firm Name:* | **RL Structural Engineering, PLLC** |
| *Business Address:* | **101 Reynolds Ave., Bluefield, VA 24605** |
| *Telephone/fax number:* | **Phone: 276-245-8977** |
| *Contact/email address:* | **robin@rlseng.com** |
| *Type of organization:* | **Limited Liability Company** |
| *Name of Principals:* | **Roberta (Robin) Lee, PE** |

MEP Consultant if required:

| | |
|---|---|
| *Firm Name:* | **Holston Engineering** |
| *Business Address:* | **301 Montgomery St # 4, Johnson City, TN 37604** |
| *Telephone/fax number:* | **Phone: 423-926-5991** |
| *Contact/email address:* | **clw-aia@comcast.net** |
| *Type of organization:* | **Corporation** |
| *Name of Principals:* | **Derwin Cartmel and Joe Riggs, PE** |

Our team presents a project leadership team with a combined century of experience in the delivery of architectural and engineering services for public-sector buildings, with a particular focus on K–12 education environments. This depth of experience enables us to address every aspect of the Design of Repairs to Damaged Gymnasium Wall at Tazewell High School project with confidence, speed, and a demonstrated record of quality. Our team is adept at leading multidisciplinary coordination, managing stakeholder priorities, and delivering compliant and constructible designs within budget and time constraints.

**Project Oversight and Leadership:**
Cameron L. Wolfe, Jr., AIA, will serve as Principal Architect and project executive, bringing over 50 years of public architecture expertise. Mr. Wolfe has served as Architect of Record on numerous educational projects throughout the region, giving him a comprehensive understanding of VDOE standards, accessibility mandates, cost-sensitive design, and durable finish systems required in high-traffic student environments.

**Proximity to Project Site & Responsiveness:**
Our primary office, located at 1216 North Main Street in Marion, Virginia, is approximately 32 miles (about 45-50 minutes) from the Tazewell County Public Schools administrative office at 506 Jeffersonville Street in Tazewell, VA. This close proximity allows for prompt access to the project

site for walkthroughs, meetings, and construction-phase oversight.

In addition, our structural engineering partner, RL Structural Engineering, PLLC, is located in Bluefield, Virginia—less than 12 miles (approximately 15 minutes) from the TCPS office and is exceptionally well-positioned to offer rapid, on-site engineering response and coordination throughout the design and construction process.

Together, this geographically aligned team ensures highly responsive service and local insight from pre-design through project closeout.

**Discipline Integration and Local Coordination:**
Roberta A. Lee, PE, as both Structural Engineer and local liaison, anchors technical accuracy with the benefit of regional proximity. Her responsibilities include structural evaluation of existing building conditions, development of reinforcing and support systems for fixture upgrades, and assistance with field response during construction. Ms. Lee's presence within Tazewell County ensures same-day responsiveness and continuous project awareness.

Cameron J. Wolfe, Project Manager, maintains detailed scheduling of deliverables, milestone tracking, and inter-disciplinary coordination across architectural and engineering teams. He also leads internal design reviews and facilitates BIM model management to ensure the fidelity of documentation.

**Technology Tools and Collaboration:**
Our team operates on Autodesk's AEC suite, including Revit and AutoCAD, and incorporates Twinmotion and Chaos Enscape for real-time rendering. This allows us to provide immersive visuals during design review phases and generate highly coordinated construction documents that reduce RFIs and change orders. The use of Autodesk Construction Cloud, when requested, facilitates centralized project communication and digital field reporting.

**Educational Facility Expertise:**
We have completed renovations, additions, structural repairs and new builds for over two dozen schools across Southwest Virginia. These projects include: - ADA compliance upgrades - Restroom reconfiguration - Plumbing and piping infrastructure replacement - Phased construction to minimize disruption to student schedules - Coordination with custodial, security, and maintenance teams

**Cost Management & Budget Accountability:**
Our process includes iterative estimating, constructability reviews, and formal value engineering exercises. Design alternatives are developed with life-cycle cost comparisons and stakeholder impact assessments. Cameron Wolfe and Becky Oaks work together to ensure transparency in documentation, change order evaluation, and contractor payment tracking.

## Section 3: QUALIFICATIONS AND TECHNICAL EXPERTISE



*Mr. Cameron L. Wolfe, Jr, AIA (pictured right)*

Mr. Cameron L. Wolfe, Jr. AIA NCARB will serve as the Architect for the project and is a registered member of the National Council of Architectural Registration Board (NCARB) and a corporate member of the American Institute of Architects (A.I.A.). Mr. Wolfe is a registered architect in the States of Virginia, State of West Virginia, and Tennessee and has formerly been registered in the States of Kentucky, North Carolina, South Carolina, and Rhode Island.

In addition, he has served as President of the Blue Ridge Chapter of the American Institute of Architects in 1987, Director of Virginia Society A.I.A., and Director of the Regions of Virginia National A.I.A. Presently, Mr. Wolfe serves as Chairman of the Town of Marion Planning Commission, Chairman of the Town of Marion Zoning Appeals Board, Chairman of the Smyth County Board of Building Appeals Board and Chairman of the Wythe County Community College Foundation. In the past, Mr. Wolfe has served as Chairman of the Board of Deacons of the Royal Oak Presbyterian Church, past President of the Marion Kiwanis Club and past President of Marion Big Brothers and Big Sisters, past President of the Marion Investment Club, and a past member of the Board of Directors of the Bank of Marion.

Mr. Wolfe has worked for over 60 years (over 50 years in private practice) with architectural firms including all types of work and with many projects located directly in Smyth County. Representative projects for which he has been responsible include educational facilities, professional office buildings, industrial shell buildings, recreational buildings, libraries, courthouses, nursing homes, retirement centers, a number of medical buildings and churches, banks, apartments, hospitals, industrial facilities, shopping centers, funeral homes, residential homes and renovation work. Clients include the Ford Motor Company, Dana Corporation, Magnovox, TRW, Utility Trailer, Smyth and Wythe County School Boards, the University of Virginia, Smyth County and Wythe County Community Hospitals, Mixing Equipment, Merillat Industries, Camcar Division of Textron, Inc. Amsco Products, Nautilus, Virginia Fiberglass Products, The Bank of Marion, Bank of Speedwell and Smyth, Wythe, Carroll and Washington Counties, The City of Bristol Virginia and The City of Bluefield, Virginia. Mr. Wolfe has completed projects in West Virginia, Kentucky, Tennessee, North Carolina, South Carolina, and Rhode Island. These projects include a school board office, Coastal Housing project for the Coastal Housing Association and IYRS (International Yacht Restoration School) for the yacht Coronet in Newport, Rhode Island.

Mr. Wolfe also assisted on several international projects in the Middle East to include residential and commercial development projects in Erbil, Iraq and has acted as a project consultant for the U.S. Army Corps of Engineers Baghdad Police College (North), Mosul, Iraq project which was constructed by The SRTGCC Group.

Mrs. Roberta (Robin) Lee, PE will serve as Structural Engineer and Local Liaison for the project. She is the founder and principal of RL Structural Engineering, PLLC (RLSE), a **SWaM-certified, woman-owned small business** providing structural design, analysis, and inspection services throughout Southwest Virginia and southern West Virginia. Since its founding in 2012, RLSE has served a diverse clientele—including local governments, school systems, lending institutions, private developers, faith-based organizations, and industrial clients—with a commitment to responsive service, sound engineering, and lasting community impact.

Ms. Lee brings over three decades of engineering experience in both public and private sectors. Her portfolio includes:

- Structural design of educational, industrial, and commercial buildings
- Retaining walls, deep and shallow foundations, and structural framing systems
- Renovations, building stabilization, and code upgrades
- Water and wastewater infrastructure projects, including the successful acquisition of over $2 million in state and local funding for regional utility improvements

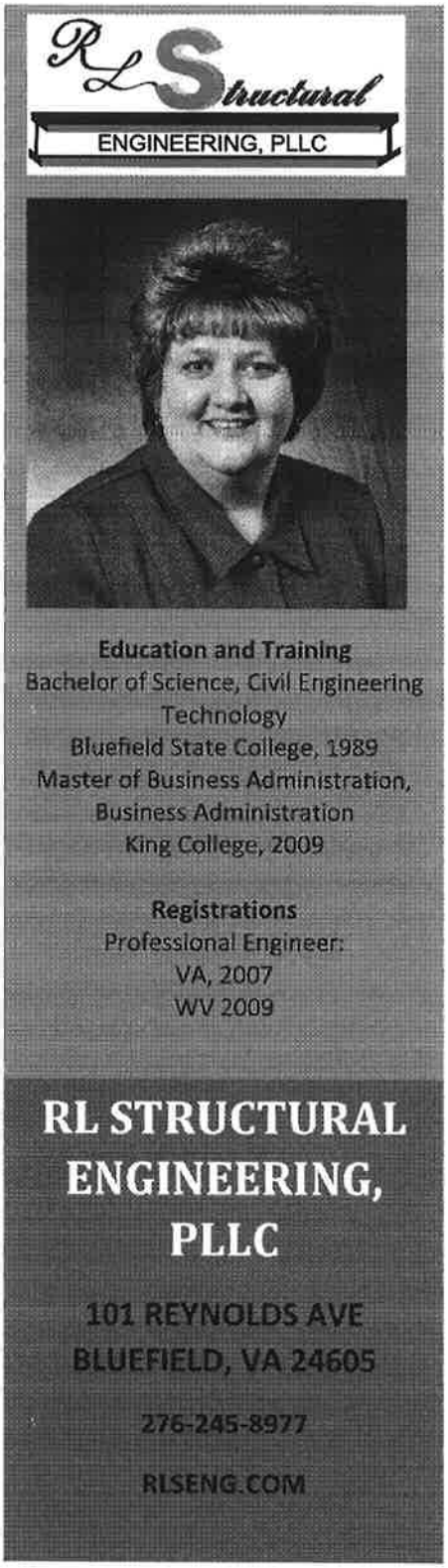
She is a licensed Professional Engineer in the Commonwealth of Virginia, the State of West Virginia, and the State of North Carolina and fully insured for public sector design services.

Ms. Lee will serve as the Structural Engineer of Record for the Design Repairs to Damaged Gymnasium Wall at Tazewell High School project. She will coordinate directly with Cameron L. Wolfe, AIA.

Her specific responsibilities will include:

**Structural Evaluation & Monitoring Design**

- Ms. Lee will verify and expand upon the existing findings from the Thompson & Litton structural report, design the crack gauge monitoring plan, and help interpret monthly displacement data during the 18–24 month observation period.
-



**Reinforcement Strategy & Design**

- She will lead the analysis and design of both repair options—either grouted vertical reinforcement or carbon fiber wall strengthening—and determine the most structurally appropriate and cost-effective solution in collaboration with the architect and TCPS.

**Construction Documents**

- Ms. Lee will produce or seal structural plans and specifications for the selected repair approach, ensuring they meet current building code requirements for wind and seismic load resistance.

**Construction Phase Support**

- During the construction phase, she will conduct structural site visits, review submittals, respond to RFIs related to structural work, and inspect truss-column connections and wall reinforcements to confirm conformance to the approved documents.

**Community Ties and Commitment**

Ms. Lee is a resident of Tazewell County since 1993, and she is deeply committed to the long-term well-being of the school system and the community it serves. Her personal investment in the project reflects her desire to contribute meaningfully to public infrastructure that will benefit not only current students but also future generations—including her own children and grandchildren.

## KEY DESIGN PERSONNEL INFORMATION

| Name | **Cameron L. Wolfe, Jr. AIA, NCARB** |
|---|---|
| Education | Bachelor of Architecture - Virginia Polytechnic Institute and State University - 1970 |
| Prof. Affiliations Certifications | Cameron is certified by the National Council of Architectural Boards and a corporate member of the American Institute of Architects, Past President of the Blue Ridge Chapter of the American Institute of Architects, Director of Virginia Society A.I.A., Director of the Regions of Virginia National A.I.A., Chairman Town of Marion Planning Commission, Chairman of the Town of Marion Zoning Appeals Board, Chairman of the Smyth County Board of Building Appeals Board, and a past Member of the Board of Directors of The Bank of Marion. |
| Experience Summary | Cameron has over 50 years of experience, with 43 years as Principal of his own architectural firm. He has been involved in an extensive number of projects throughout the East Coast of the United States and internationally in the Middle East. |
| Relevant Career Highlights | Cameron has been actively engaged in the architectural field and in private practice since he was 18 years old. With over 50 years' experience, the field of architecture and construction is his passion. |

| Name | **Roberta (Robin) A. Lee, PE, MBA** |
|---|---|
| Education | Bachelor of Science, Civil Engineering Technology<br>Bluefield State College, 1989<br>Master of Business Administration, Business Administration<br>King College, 2009 |
| Prof. Affiliations Certifications | Robin is a Professional Engineer registered in Virginia and West Virginia, Member of the National Society of Professional Engineers, the American Wood Council and the National Frame Building Association. Past Worthy Matron of the Eastern Star- Bluefield #102 Chapter |
| Experience Summary | Robin has 34 years of experience, with 10 years as Principal of her own engineering firm in the design and construction of engineering projects and has played an integral role in the preliminary and final design of various water, wastewater, industrial facilities, and site and infrastructure development projects for multiple engineering and architectural projects. |

## DESIGN STAFFING PLAN

The key to a successful project will be our team's relevant experience and effective communication between all parties during the project. Each member of the design team has significant experience and working relationships on past projects throughout Southwest Virginia and specifically in Tazewell County.

| Description | Company | Description of Duties |
|---|---|---|
| Cameron L. Wolfe, Jr. AIA NCARB | Cameron Wolfe Architects | As Principal Architect, Cameron will coordinate the efforts of the entire design team, prepare conceptual designs, and verify compliance with all applicable building codes and Life Safety Codes. |
| Roberta A. Lee, PE, MBA | RL Structural Engineering, PLLC | As the Structural Engineer/Project Manager on this project, Robin will oversee planning and development of design concepts and alternatives and will develop/assist with the design details and construction documents. Robin will attend meetings and coordinate with regulatory agencies, as necessary. |
| Becky Oakes | Cameron Wolfe Architects | Becky has been with Cameron Wolfe Architect for over 20 years and is the administrative secretary for the firm. She will assist with the preparation of all bid documents, project specifications, processing of contractor pay requests and construction bid evaluations of the project. |
| Cameron J. Wolfe | Cameron Wolfe Architects | Cameron J. Wolfe "C.J." has been a key contributor to the firm's success over the past three decades, bringing more than 32 years of experience in architectural production, project management, and advanced visualization technologies. He serves as both a senior-level Project Manager and the firm's CAD/BIM designer, supporting all phases of design from conceptual development through construction documentation and client presentations.<br><br>C.J.'s expertise extends across a wide variety of building types, including educational facilities, civic buildings, and complex international projects. One of his most notable contributions was as a core member of the design-build team for the Qatar Academy Al-Khor, a prestigious K–12 International Baccalaureate (IBDP) school campus in Qatar serving over 1,300 bilingual students. The project included nine interconnected |

two-story buildings totaling over 595,000 square feet, all delivered within an ambitious 12-month design and construction schedule. C.J. played a pivotal role in coordinating BIM workflows, overseeing drawing production, and producing high-quality 3D visualizations to guide stakeholder approvals and construction phasing.

In his role with the firm, C.J.:

- Leads the development of construction documents, presentation drawings, and design iterations for a wide range of public and educational projects.
- Creates and manages Revit BIM models for architecture, interior systems, and MEP coordination.
- Produces 3D visualizations and animations using Enscape, Twinmotion, and Lumion to assist clients and school stakeholders in understanding design intent and finish selections.
- Oversees project scheduling, file organization, drawing standards, and sheet layout coordination across disciplines.
- Serves as a key liaison for integrating consultant markups, managing redline revisions, and preparing code-compliant permit sets.
- Provides on-site support during construction administration by reviewing submittals, coordinating design updates, and tracking progress.

His software expertise includes:

- Autodesk Revit, AutoCAD Architecture, AutoCAD Civil 3D, InfraWorks, and ReCap Pro
- Adobe Creative Suite (Photoshop, Illustrator, InDesign)
- Enscape, Lumion, and Twinmotion for real-time rendering and VR integration

| | | |
|---|---|---|
| | | C.J. is particularly valued for his ability to bridge design vision with technical execution, ensuring that each project not only looks great on paper but is also clear, buildable, and aligned with client expectations. His collaborative nature and deep understanding of digital tools make him a vital asset in delivering high-quality, timely, and visually compelling architectural solutions.. |
| Joe W. Riggs, P.E.<br>(If required) | Holston Engineering, Inc. | Joe is a registered Professional Engineer in Commonwealth of Virginia and six other states with a Bachelor of Science in Electrical Engineering from the University of Tennessee, Knoxville, Tennessee December 1985 and a Bachelor of Science in Engineering Technology, August 1984 East Tennessee State University, Johnson City, Tennessee. Joe will be responsible for the electrical design of the project to include design of lighting layouts, communications systems, and electrical power distribution if required. |
| Derwin Cartmel, P.E.<br>(If required) | Holston Engineering, Inc. | Derwin is a registered Professional Engineer in the Commonwealth of Virginia and eight other states with a Bachelor of Science, Mechanical Engineering from the Tennessee Technological University, Cookeville, Tennessee in 1988. Derwin will be responsible for the mechanical design of the project to include heating and air conditioning and plumbing, if required. |

Together, our team can provide the following services:

- ✓ Programming Analysis
- ✓ Facility Studies
- ✓ Space Utilization Studies
- ✓ Financial Alternatives
- ✓ Technology Planning
- ✓ Architectural Design
- ✓ Civil Engineering
- ✓ Geotechnical Engineering
- ✓ CADD Digitizing
- ✓ 3d Architectural Visualization
- ✓ Mechanical, Electrical & Plumbing Engineering
- ✓ Structural Engineering
- ✓ Building Restoration & Renovation Design
- ✓ Space Planning & Interior Design
- ✓ Detailed Cost Estimating
- ✓ Code & Agency Reviews
- ✓ Furniture Selection
- ✓ Construction Administration

## Section 4: SELECTED EDUCATIONAL PROJECT EXPERIENCE

Cameron L. Wolfe, Jr., AIA, brings a comprehensive background in public K–12 school facility design with a particular focus on complex renovation projects involving structural coordination, envelope repair, accessibility improvements, and high-use program spaces such as gymnasiums and cafeterias. His work spans numerous school divisions throughout Southwest Virginia and includes both architectural leadership and collaboration with structural engineering teams on projects where safety, code compliance, and operational continuity were paramount.

Mr. Wolfe has successfully managed and designed renovations in occupied school environments, requiring phased construction, careful stakeholder coordination, and detailed knowledge of VDOE design standards, accessibility codes, and school-specific durability needs. Many of these projects addressed unreinforced masonry, dated structural systems, and aging building components—similar in scope and challenge to the Gymnasium Wall Repair Project at Tazewell High School.

The following is a representative summary of relevant educational projects designed or led by Mr. Wolfe, each reflecting a commitment to long-term building resilience, occupant safety, and minimal disruption during construction.

### K–12 SCHOOL RENOVATIONS & ADDITIONS:

**Northwood High School – Saltville, VA**

- Renovation and expansion of existing high school facility
- New 1,200-seat gymnasium with recessed floor and spectator access
- Expanded cafeteria with atrium and skylight
- New library, elevator, public restrooms, locker rooms, and ticket office
- Renovations included science labs, kitchen, auditorium, lighting, restrooms, and ADA upgrades

**Marion Middle School – Marion, VA**

- Renovation and addition project to transition facility into a true middle school model
- New cafeteria, kitchen, library, elevator, and administrative offices
- Infrastructure upgrades: power, data, intercom, HVAC, and ADA restrooms
- Conversion of classrooms, guidance suite, and science labs

**Sugar Grove Combined School – Sugar Grove, VA**

- Conversion of underutilized auditorium space into a modern library and computer lab

**Chilhowie Middle School Addition to Chilhowie High School – Chilhowie, VA**

- Middle school addition with gymnasium, locker rooms, classrooms, library, and administration areas

**Patrick Henry High School Addition – Emory, VA**

- Athletic expansion including wrestling facility, team areas, and locker rooms

**Rural Retreat High School Auditorium Renovation – Rural Retreat, VA**

- New auditorium lobby, public restrooms, and stage upgrades
- Master planning for site traffic flow, bus staging, and future expansion

**RESTROOM & ACCESSIBILITY UPGRADES:**

**Chilhowie High School Stadium Restrooms – Chilhowie, VA**

- New ADA-compliant public restrooms adjacent to stadium seating

**Marion Middle School & Northwood High School**

- Renovation of all student restrooms, including fixture upgrades, partitions, and ADA improvements

**Rural Retreat High School Locker Rooms – Rural Retreat, VA**

- Renovation of student locker and shower facilities to improve functionality and accessibility

**ROOF & ENVELOPE PROJECTS:**

**Rich Valley Elementary & Marion Intermediate – Smyth County, VA**

- Full roof replacements including fascia, soffits, flashing, and system upgrades

**EDUCATIONAL TECHNOLOGY & SPECIALTY CLASSROOMS:**

**Interactive Classrooms – Marion Senior, Chilhowie, and Northwood High Schools**

- Renovation of classrooms for distance learning and video conferencing capabilities

**Chilhowie Elementary Kindergarten Modifications – Chilhowie, VA**

- Reconfiguration of open-plan classrooms into defined instructional spaces

**Marion Senior High School Stadium Seating – Marion, VA**

- Replacement of grandstand seating with aluminum bleachers and ADA access

**HIGHER EDUCATION & CAMPUS FACILITIES:**

**UVA – Clinch Valley College Student Housing – Wise, VA**

- Design-build project for a three-story residence hall
- Managed through Virginia Capital Outlay process

**SUPPORT FACILITIES FOR SCHOOL DIVISIONS:**

**Field House – City of Bristol / Virginia High School – Bristol, VA**

- New athletic support facility with showers, equipment storage, and team space

**Smyth County Schools Master Planning – Marion, VA**

- Conceptual planning and site layout for bus garage, central office, and vocational construction involvement

These projects reflect Mr. Wolfe's commitment to improving the daily experience of students, teachers, and administrators. Whether designing new additions, renovating legacy facilities, or upgrading key infrastructure, his approach emphasizes practical solutions rooted in community needs, code compliance, and enduring quality.

## Section 5: PROJECT METHODOLOGY AND QUALITY CONTROL

RL Structural Engineering, PLLC (RLSE), under the leadership of Cameron L. Wolfe, Jr., AIA, will approach the Tazewell High School Gymnasium Wall Repair Project with a structured, multi-phase methodology that integrates architectural and structural disciplines to ensure long-term building safety, performance, and compliance. Our strategy directly aligns with the conditions documented in the March 7, 2025 structural assessment and is tailored to the educational and operational priorities of Tazewell County Public Schools (TCPS).

Our project methodology consists of five coordinated phases, each grounded in responsive communication, code compliance, and efficient project execution:

**Phase I – Initial Verification and Field Assessment:**

- ✓ Conduct a collaborative site walk with TCPS and facility staff to confirm existing conditions and assess any changes since the last structural report.
- ✓ Visually inspect Gymnasium walls, masonry shear walls, column wraps, ceiling intersections, and surrounding structural components.
- ✓ Identify locations for crack gauge installation in coordination with Thompson & Litton's findings to monitor ongoing movement at the most critical stress points.

**Phase II – Monitoring Plan & Analysis:**

- ✓ Design and oversee installation of analog or digital crack gauges at targeted areas (east Gym wall, Classroom 211, corridor wall, etc.).
- ✓ Monitor and record displacement data monthly over an 18–24 month period in accordance with recommendations from the structural assessment.
- ✓ Provide regular reports to TCPS summarizing findings, including any significant changes requiring immediate intervention.

**Phase III – Schematic and Design Development**

- ✓ Evaluate both recommended repair options:
  - Option A: Interior installation of vertical reinforcement and grout-filled masonry cells in phased lifts.
  - Option B: Installation of carbon fiber reinforcement on both interior and exterior faces (including brick veneer removal/replacement).
- ✓ Analyze each option based on cost, constructability, disruption to school operations, long-term effectiveness, and permitting requirements.
- ✓ Present comparative findings to TCPS and assist in selecting a final repair strategy.

**Phase IV – Construction Documents and Procurement**

- ✓ Develop detailed construction drawings and technical specifications, including:
  - - Demolition/removal of damaged components
  - Reinforcement design
  - Structural detailing at truss-column connections
  - Phased construction sequencing
- ✓ Assist with bidding phase by responding to contractor inquiries, issuing clarifications, and participating in pre-bid meetings if requested.

**Phase V – Construction Administration**

- ✓ Review contractor submittals and shop drawings for structural components.
- ✓ Respond to RFIs and provide written field reports documenting conformance, deficiencies, and recommended corrective measures.
- ✓ Confirm as-built documentation and submit a final closeout report summarizing compliance and structural integrity.

**Quality Control Measures**

CLW and RLSE maintain a multi-layered quality control process designed to ensure safety, technical accuracy, regulatory compliance, and consistent project performance throughout all phases of design and construction. Our approach combines rigorous internal reviews with responsive field engagement and stakeholder coordination to mitigate risk and maximize value for Tazewell County Public Schools.

**Independent Design Review:**

All construction documents undergo thorough internal reviews by both the lead architect, Cameron L. Wolfe, Jr., AIA, and the structural engineer of record, Roberta (Robin) Lee, PE. These peer reviews are conducted at critical milestones—end of schematic design, design development, and construction documents—focusing on code compliance, technical accuracy, and interdisciplinary coordination. We also evaluate each set for clarity, consistency, and ease of interpretation by contractors during bidding and construction.

**Field Reporting System:**

During the construction phase, RLSE will perform regular site visits aligned with key structural milestones such as demolition, reinforcement installation, crack gauge readings, and wall stabilization. After each visit, we issue detailed field reports that include photographic documentation, description of observed conditions, verification of work-in-progress against design intent, and any corrective actions required. Reports are issued within 48 hours and shared with the Owner and general contractor to support timely decision-making and accountability.

**Budget Alignment and Cost Management:**

RLSE places strong emphasis on maintaining alignment with the Owner-approved project budget throughout design and construction. We proactively identify potential cost-saving opportunities during design development—such as material substitutions or simplified detailing—without compromising safety or performance. Our team collaborates with the general contractor, estimator, and Owner to ensure bid scope matches intent and that cost overruns are avoided through disciplined change management and contractor coordination.

**Constructability and Phasing Reviews:**

All design documents are evaluated for constructability, with particular attention to repair sequencing, site access limitations, occupied school conditions, and safety constraints. This is especially critical given the need for phased interior reinforcement or carbon fiber installation. We work with TCPS staff to ensure construction phasing avoids conflicts with school operations and reduces disruption to students and faculty. Where applicable, we suggest alternate staging, work hours, or temporary enclosures to support safe and efficient execution.

**Submittal and Product Review:**

RLSE will review all contractor submittals and shop drawings for structural components, including reinforcement steel, grouting materials, carbon fiber fabrics, anchorage systems, and crack monitoring devices. Each submittal is evaluated against design specifications, manufacturer certifications, and applicable ASTM standards to ensure performance, compatibility, and long-term durability.

**Final Closeout Verification:**

At the conclusion of construction, RLSE will conduct a comprehensive final walkthrough and structural punch list to confirm that all elements have been completed in accordance with the approved plans. We verify all structural repairs, field modifications, and monitoring devices are correctly installed, and we confirm that as-built documents reflect actual site conditions. A final report is submitted to TCPS confirming project compliance, warranty documentation, and any continued monitoring recommendations.

## Section 6: RATES, FEES, AND EXPENSES

Our proposed fee structure reflects fair and competitive billing rates consistent with public-sector design work throughout Southwest Virginia.

**Fee Structure:**

| Role | Personnel | Rate |
|---|---|---|
| Architectural Services | Cameron L. Wolfe, Jr. | $175/hr |
| Project Management / BIM Designer | Cameron J. Wolfe | $135/hr |
| Architectural / MPE Draftsperson | | $115/hr |
| Structural Engineering (Lee, PE): | Roberta A. Lee, PE | $150/hr |
| MEP Engineers (if required) | Joe Riggs, PE & Derwin Cartmel, PE | $150/hr |
| Administrative | Becky Oaks | $100/hr |

**Reimbursable Expenses:**

Reimbursable expenses will be billed at actual cost plus 20% and may include:

- Travel mileage and tolls (at the IRS-approved rate)
- Printing, plotting, and reproduction of drawings or documents
- Courier, shipping, or permit-related document delivery
- Specialized testing or inspections requested by the Owner

All reimbursable costs will be itemized on invoices with supporting documentation upon request.

A detailed fee breakdown, including design phase budgets and an overall not-to-exceed value, will be provided upon finalization of scope, phasing preferences, and TCPS's timeline. We will work closely with the district to align the fee proposal with available capital allocations and to structure bid alternates if needed for flexibility.

## Section 7: CAPABILITY OF TIMELY RESPONSE

Our firm is strategically positioned to respond to project demands quickly and effectively, ensuring that Tazewell County Public Schools receives immediate attention and support throughout all phases of the project. Our team structure, geographic location, and technological resources provide significant advantages in maintaining project momentum and minimizing delays.

- **Local Presence for Immediate Access:**
  Our principal office is located in Marion, Virginia, just a short drive from Tazewell High School. We have multiple ongoing projects in Tazewell County and members of our firm are routinely in the area. Roberta A. Lee, PE, who will serve as both the structural engineer and local point of contact, resides in Tazewell County and is routinely on-site for other professional obligations and has performed structural investigations at Tazewell High School in the past. This ensures real-time response to any issues or required site observations during construction.

- **Efficient Communication Infrastructure:**
  Our office is equipped with high-speed fiber internet, encrypted cloud storage, and remote collaboration platforms such as Zoom, Microsoft Teams, and Autodesk Construction Cloud. We provide clients with shared access to design documents, progress reports, RFIs, and schedules in real time. - All team members maintain dedicated email and mobile access for quick communication and client updates.

- **Dedicated Project Staffing and Scheduling:**
  The core project team has blocked time in their calendars for prioritized project delivery and milestones. - Weekly internal coordination meetings will be held to review schedule, deliverables, and potential obstacles. - Response turnaround for field issues and contractor questions will be within 24–48 hours during active construction.

- **Proximity and Redundancy:**
  The presence of multiple senior team members within 50 miles of the project sites offers geographic redundancy. If one team member is unavailable, others can be dispatched immediately.

  For urgent issues requiring in-person presence (e.g., site clarification, unforeseen conditions), a qualified team member can typically be on-site within the same day.

- **Commitment to Client Service:**
  We have a proven record of providing highly responsive service to school districts, including off-hour and weekend availability during critical project junctures. - Our team philosophy emphasizes availability, accountability, and a hands-on approach to project delivery.

This commitment to responsiveness, combined with our local familiarity and robust communication protocols, positions our firm to provide exceptional service to Tazewell County Public Schools throughout the duration of the Tazewell High School Gymnasium Wall Repair Project.

## Section 8: PRIOR CLAIMS HISTORY

We affirm that our firm and consultants have had no malpractice claims within the last five years. Cameron Wolfe has maintained uninterrupted professional liability insurance coverage since 1975 and RL Structural Engineering, PLLC has maintained E&O insurance coverage since their opening in 2012.

## Section 9: REFERENCES (EXHIBIT 2)

See attached Reference Form PDF. Primary references which are structural related current clients of RLSE:

Kenneth Dunford
Tazewell County Engineer
276-385-1254
kdunford@tazewellcounty.org

Richard Bailiey, PE, PLS
Owner/Engineer/Land Surveyor
Bailey Engineering & Land Surveying
276-880-9027
richard@belsurveying.com

Randy Harrison
Major Account Manager
Prolift Toyota
304-546-5563
RHarrison@prolifttoyota.com

Jeremy Clay
Project Manager
Nitro Construction
304-545-7705
jclay@nitrocs.com

Jim Ribble, PLS
Alpha Surveying
276-970-5243
jamesribble@aol.com

## Section 10: CONFLICT OF INTEREST DISCLOSURE

We affirm that there are no known conflicts of interest as defined by Virginia Code § 2.2-4369. Our firm has not accepted gifts or payments from any contractor or vendor involved with TCPS.

## Section 11: REQUIRED FORMS

Exhibit 1 – Offeror Information (attached)
Exhibit 2 – References (attached)
Exhibit 3 – Non-Solicitation Certification (attached)
Exhibit 4 – Eligibility Certification (attached)
Schedule C – Background Check Certification (to be submitted post-award)

## Section 12: CLOSING STATEMENT

In conclusion, we firmly believe that our team is uniquely qualified to provide the architectural and structural engineering services required for the successful repair and rehabilitation of the Gymnasium Wall at Tazewell High School. Our deep experience in public school design and structural remediation—combined with our commitment to using modern analysis methods and construction technologies—positions us to deliver a solution that is both technically sound and cost-effective.

We appreciate the opportunity to submit our proposal for your review and are enthusiastic about the prospect of partnering with Tazewell County Public Schools on this important safety-focused project. Our team stands ready to apply its full expertise, resources, and attention to detail to meet TCPS's goals while maintaining the highest standards of quality, efficiency, and compliance with all applicable local, state, and federal regulations.

Thank you for considering our proposal. We look forward to the opportunity to discuss how we can help restore and protect this vital facility for continued student use and community service for many years to come.

END OF DOCUMENT

# EXHIBIT 1

## OFFEROR INFORMATION

| | |
|---|---|
| RFP No.: | TCPS0525-THS Gymnasium Wall |
| Offeror Name: | Cameron L. Wolfe, Jr., AIA Architecture and Planning |
| Offeror Address: | 1216 North Main Street |
| | Marion, Virginia 24354 |
| Telephone: | (276) 783-8391 / (276) 759-1255 |
| Email: | clw-aia@comcast.net |
| VA SCC Identifier No.: | N/A Sole Proprietor |
| Distance (in miles) from 506 Jeffersonville Street Tazewell, VA 24651: | 32 Miles |
| Name & Title of Offeror Representative Submitting Proposal: | Cameron L. Wolfe, Jr. AIA, NCARB, Principal Architect / Owner |
| Signature: |  |
| Date: | June 20, 2025 |

# EXHIBIT 2

## REFERENCE LIST

The offeror is required to state and describe in the space provided below the work of a character similar to that sought to be procured in the RFP has been previously performed, and to give references and full contact information and such other information as will enable TCPS to evaluate the responsibility, experience, skill and financial standing of the offeror. Proposals from offerors lacking substantial and credible experience in the particular type of work sought to be procured under the RFP will not be considered.

Kenneth Dunford, Tazewell County Engineer

Email: kdunford@tazewellcounty.org / Tel: 276-385-1254

Richard Bailiey, PE, PLS, Owner/Engineer/Land Surveyor, Bailey Engineering & Land Surveying

Email: richard@belsurveying.com / Tel: 276-880-9027

Randy Harrison, Major Account Manager, Prolift Toyota

Email: RHarrison@prolifttoyota.com / Tel: 304-546-5563

Jeremy Clay, Project Manager, Nitro Construction

Email: jclay@nitrocs.com / Tel: 304-545-7705

Jim Ribble, PLS, Alpha Surveying

Email: jamesribble@aol.com / Tel: 276-970-5243

# EXHIBIT 3

## OFFEROR' S NON-SOLICITATION NON-KICKBACK CERTIFICATION

The undersigned offeror, by and through the offeror's duly authorized agent that executes this Certification below, hereby certifies on a continuing basis that if the contract is awarded to offeror, that no member of the School Board of Tazewell County, Virginia, or other member of any elected governing body of Tazewell County, Virginia, or any member of their respective immediate families, including spouse, parents, or children, or any person representing or purporting to represent any member of any elected governing body of Tazewell County, Virginia, has received or has been promised, directly or indirectly, any financial benefit, by way of gift, kickback, fee, commission, finder's fee, political contribution, or any similar form of remuneration on account of the acts of awarding and/or executing the contract.

Signature: 

Name: Cameron L. Wolfe, Jr. AIA

Title: Principal Architect / Owner

Offeror Name: Cameron L. Wolfe, Jr. AIA Architecture and Planning

Date: June 20, 2025

# EXHIBIT 4

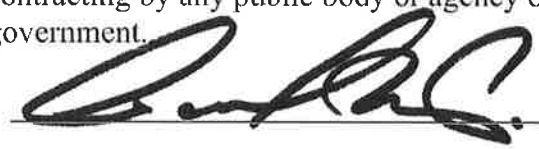
## OFFEROR' S ELIGIBILITY CERTIFICATION

The undersigned offeror, by and through the offeror's duly authorized agent that executes this Certification below, hereby certifies the following on a continuing basis with respect to its proposal and any contract that may be awarded:

(i) Neither offeror nor any officer, director or owner thereof has had judgments entered against said entity or individual within the past ten years for the breach of contracts for governmental or nongovernmental construction, including, but not limited to, design-build or construction management;

(ii) Neither offeror not any officer, director, owner, project manager, procurement manager or chief financial official thereof has been convicted within the past ten years of a crime related to governmental or nongovernmental construction or contracting, including, but not limited to, a violation of (i) Article 6 (§ 2.2-4367 *et seq.*) of this chapter, (ii) the Virginia Governmental Frauds Act (§ 18.2-498.1 *et seq.*), (iii) Chapter 4.2 (§ 59.1-68.6 *et seq.*) of Title 59.1, or (iv) any substantially similar law of the United States or another state; and

(iii) neither offeror nor any officer, director, or owner thereof is currently debarred pursuant to an established debarment procedure from bidding or contracting by any public body or agency of any state or the federal government.

Signature: 

Name: Cameron L. Wolfe, Jr., AIA

Title: Principal Architect / Owner

Offeror Name: Cameron L. Wolfe, Jr. AIA Architecture and Planning

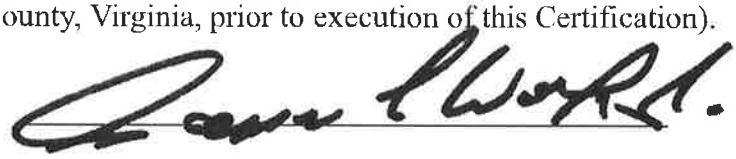
Date: June 20, 2025

# SCHEDULE C

## TCPS – HIGH SCHOOL BATHROOM RENOVATION PROJECT

## VA. CODE § 22.1-296.1 CERTIFICATION

The undersigned contractor, by and through the contractor's duly authorized agent that executes this Certification below, hereby certifies on a continuing basis that, with respect to its employees and any other individuals that will provide services on the above-referenced project through the undersigned contractor, no such employee or individual has been convicted of any violent felony set forth in the definition of barrier crime in subsection A of Va. Code § 19.2-392.02; any offense involving the sexual molestation, physical or sexual abuse, or rape of a child, or the solicitation of any such offense; or any crime of moral turpitude (except crimes of moral turpitude exempted under Va. Code § 22.1-296.1.G approved in writing by the School Board of Tazewell County, Virginia, prior to execution of this Certification).

Signature: 

Name: Cameron L. Wolfe, Jr. AIA

Title: Principal Architect / Owner

Contractor Name: Cameron L. Wolfe, Jr. AIA Architecture and Planning

Date: June 20, 2025

TAZEWELL County Public Schools

Cynthia Hurley <clhurley@tcpsva.org>

# Proposal Submission - RFP No. TCPS0525 - Architectural, Engineering, and Related Services for Design of Repairs to the Damaged Gymnasium Wall at Tazewell High School - Cameron Wolfe Architect

1 message

**clw-aia@comcast.net** <clw-aia@comcast.net>
To: clhurley@tcpsva.org
Cc: robin@rlseng.com, CLW Architects <clw-aia@comcast.net>

Fri, Jun 20, 2025 at 10:09 PM

Dear Ms. Hurley,

Please find attached our proposal in response to **RFP No. TCPS0525 – Architectural, Engineering, and Related Services for Design of Repairs to the Damaged Gymnasium Wall at Tazewell High School.**

This proposal is submitted by Cameron L. Wolfe, Jr., AIA, in collaboration with RL Structural Engineering, PLLC, and includes all required forms and supporting documentation as outlined in the RFP.

We appreciate the opportunity to offer our services and look forward to the possibility of working with Tazewell County Public Schools on this important structural project.

Should you have any questions or require additional information, please don't hesitate to contact us directly at (276) 783-8391 / (276) 759-1255 or clw-aia@comcast.net.

Thank you for your consideration.

C.J. Wolfe

**CAMERON L. WOLFE, JR. AIA ARCHITECT**

1216 North Main Street | Marion, VA 24354

Office: (276) 783-8391

Direct: (804) 496-0740

**RFP No. TCPS0525 - Proposal for THS Repairs to Damaged Gymnasium Wall - Cameron L Wolfe Architect.pdf**
1189K

*Licensed & Insured*
VA Class A Contractors License: 2705 109079A

# PROPOSAL

**Attention: Ms. Cynthia Hurley**
**Tazewell Co. Schools** **Estimator: James Minnick**
**Date: July 2, 2025** **Project: Abbs Valley Elementary School**

We propose to furnish the labor, materials, equipment, and general liability insurance for work as described below:

---

**BID ITEM** **Asbestos Removal & Disposal** **Price: $27,850.00**

---

**DESCRIPTION OF SERVICES:**

1. **Remove and dispose of approx. 6,960 SF of carpet, floor tile and mastic in principals' office, library, teachers' lounge and classrooms 3, 6, 18, 19 and 20.**
2. **Provide 3rd Party Project Monitor to perform PCM air clearance sampling at completion.**

**EXCEPTIONS TO THE ABOVE AS FOLLOWS**

**THE FOLLOWING ADDENDA ARE ACKNOWLEDGED**

---

Owner to prove water and electricity.

All work is to be performed in compliance with all federal, state, and local regulations, and job specifications. This proposal will expire if not accepted within **45 days** and cannot be changed or altered without prior agreement.

Work is to commence and be completed within a reasonable period of time if not specifically set forth above. Delays beyond the control of **A & A Environmental, LLC.** shall extend the completion period if required without penalty to **A & A Environmental, LLC.** and may be cause for contract change.

**TERMS AND CONDITIONS:** Any contract, purchase order or other such agreement for this project shall reference this proposal. This proposal and items on subsequent pages of this proposal will become a part of said agreement. Modifications to this proposal will not be accepted unless executed in writing by both parties.

**Payment Terms: Net 30**

**(Should you elect to accept our proposal, please sign, date and return.)**

**A & A Environmental, LLC.**

**BY:** _____
Authorized Representative

**Date:** 7-2-2025

**CLIENT ACCEPTANCE:**

**BY:** _____
Authorized Representative

**Date:** _____

**P. O. Box 6416**
**Christiansburg, Va. 24068**
**Phone: (540) 250-7845 Fax: (540) 633-0064**

# EXHIBIT 1

## OFFEROR INFORMATION

| | |
|---|---|
| RFP No.: | **TCPS061925-1 ABVES Carpet and Tile Removal and Asbestos Abatement** |
| Offeror Name: | A & A Environmental LLC |
| Offeror Address: | PO Box 6416<br>Christiansburg VA 24068 |
| Telephone: | 540-250-7845 |
| Email: | AAJimmy@shentel.net |
| VA SCC Identifier No.: | S1969965 |
| Distance (in miles) from 506 Jeffersonville Street Tazewell, VA 24651: | 79.68 miles |
| Name & Title of Offeror Representative Submitting Proposal: | James Minnick President |
| Signature: | |
| Date: | 7-2-25 |

## EXHIBIT 2

### REFERENCE LIST

The offeror is required to state and describe in the space provided below the work of a character similar to that sought to be procured in the RFP has been previously performed, and to give references and full contact information and such other information as will enable TCPS to evaluate the responsibility, experience, skill and financial standing of the offeror. Proposals from offerors lacking substantial and credible experience in the particular type of work sought to be procured under the RFP will not be considered.

We have performed asbestos abatement for many years for the attached refrence list. Work has been done in schools, commercial buildings and homes. All work has been done through term contracts or throug bid proposals.

# A & A ENVIRONMENTAL, LLC

**Licensed & Insured**
**Virginia Class A Contractor # 2705 109079A**

**REFRENCES**

**City of Roanoke**
**215 Church Ave, SW**
**Roanoke, VA 24011**
**Ms. Sally Lodebole 540-853-2425**

**Roanoke Redevelopment Housing Authority**
**2624 Salem Turnpike, NW**
**Roanoke, VA 24017**
**Mr. Joel Shank 540-983-9281**

**Smyth County Public Schools**
**121 Bagley Circle Suite 300**
**Marion, VA 24354**
**Mr. Allen Asbury 276-783-3791**

**PO Box 6416, Christiansburg, VA 24068**
**Phone: 540-250-7845 Fax: 540-633-0064**

# EXHIBIT 3

## OFFEROR' S NON-SOLICITATION NON-KICKBACK CERTIFICATION

The undersigned offeror, by and through the offeror's duly authorized agent that executes this Certification below, hereby certifies on a continuing basis that if the contract is awarded to offeror, that no member of the School Board of Tazewell County, Virginia, or other member of any elected governing body of Tazewell County, Virginia, or any member of their respective immediate families, including spouse, parents, or children, or any person representing or purporting to represent any member of any elected governing body of Tazewell County, Virginia, has received or has been promised, directly or indirectly, any financial benefit, by way of gift, kickback, fee, commission, finder's fee, political contribution, or any similar form of remuneration on account of the acts of awarding and/or executing the contract.

Signature: _____

Name: James Minnick

Title: President

Offeror Name: A & A Environmental LLC

Date: 7-2-2025

# EXHIBIT 4

## OFFEROR' S ELIGIBILITY CERTIFICATION

The undersigned offeror, by and through the offeror's duly authorized agent that executes this Certification below, hereby certifies the following on a continuing basis with respect to its proposal and any contract that may be awarded:

(i) Neither offeror nor any officer, director or owner thereof has had judgments entered against said entity or individual within the past ten years for the breach of contracts for governmental or nongovernmental construction, including, but not limited to, design-build or construction management;

(ii) Neither offeror not any officer, director, owner, project manager, procurement manager or chief financial official thereof has been convicted within the past ten years of a crime related to governmental or nongovernmental construction or contracting, including, but not limited to, a violation of (i) Article 6 (§ 2.2-4367 *et seq.*) of this chapter, (ii) the Virginia Governmental Frauds Act (§ 18.2-498.1 *et seq.*), (iii) Chapter 4.2 (§ 59.1-68.6 *et seq.*) of Title 59.1, or (iv) any substantially similar law of the United States or another state; and

(iii) neither offeror nor any officer, director, or owner thereof is currently debarred pursuant to an established debarment procedure from bidding or contracting by any public body or agency of any state or the federal government.

Signature: _____

Name: James Minnick

Title: President

Offeror Name: A & A Environmental LLC

Date: 7-2-2025

# SCHEDULE C

## TCPS – TCPS061925-1 ABVES Carpet and Tile Removal and Asbestos Abatement PROJECT

## VA. CODE § 22.1-296.1 CERTIFICATION

The undersigned contractor, by and through the contractor's duly authorized agent that executes this Certification below, hereby certifies on a continuing basis that, with respect to its employees and any other individuals that will provide services on the above-referenced Project through the undersigned contractor, no such employee or individual has been convicted of any violent felony set forth in the definition of barrier crime in subsection A of Va. Code § 19.2-392.02; any offense involving the sexual molestation, physical or sexual abuse, or rape of a child, or the solicitation of any such offense; or any crime of moral turpitude (except crimes of moral turpitude exempted under Va. Code § 22.1-296.1.G approved in writing by the School Board of Tazewell County, Virginia, prior to execution of this Certification).

Signature: _____

Name: James Minnick

Title: President

Contractor Name: A & A Environmental LLC

Date: 7-2-2025

# J&K Environmental L.L.C

**3768 Peters Creek Rd SW**
**Office: 540-750-9349**
**Cell: 540-315-0254**

Date: July 2, 2025

Attn: Eugene Parkhurst
Tazewell County Public Schools
506 Jefferson Street
Tazewell, Va 24651
Phone: 276-979-6580
Email: eparkhurst@tcpsva.org

RE: Abbs Valley-Boissevain School 7030 Abbs Valley Rd Bluefield Va 24605 – 7 Rooms

J&K Environmental L.L.C. (J&K) is pleased to offer this proposal for the Asbestos Abatement of The above location.

J&K will provide all necessary labor and equipment to perform the following listed Scope of Work in accordance with applicable Local, State, and Federal regulations. Every effort will be made to recycle material to reduce landfill volume.

**SCOPE OF WORK:**

- Remove Carpet and Tile with Mastic in the following rooms
  - Principal Office 12 x 14
  - Library 28 x 40
  - Teachers' Lounge 28 x 24
  - Classroom #3 28 x 32
  - Classroom #6 28 x 32
  - Classroom #18 40 x 26
  - Classroom #19 40 x 26
  - Classroom #20 28 x 40
  - Total approximate square footage – 6,960
- Containment under Negative Air Pressure with PCM or TEM clearance by a third party.
- Coordination with third-party monitoring by J&K Environmental LLC
- Payment for Third Party Monitoring will be made directly by Tazewell County Schools

**Base Bid Total Price: ..... $42,995.00**

**TERMS AND CONDITIONS**

1. Any salvage of any kind will be done by others if items are to be saved for reuse.
2. Mobilization for $795.00 will apply if done separately
3. This proposal does not include any hazmat cleanup unless clearly indicated above.
4. The work area must be clear of obstructions and other debris.
5. Water, Toilet, and power provided by the owner.
6. Work will begin as crews become available.
7. Nights are not included in this proposal. J&K's work schedule is based on four 10-hour days. Our hours may be extended during these days if extra time is required in lieu of working additional days.
8. This proposal is based upon information provided to J&K by the owner.
9. No Patch or Repair to MEP in this proposal

**PAYMENT TO BE MADE AS FOLLOWS:**

Payment to J&K shall be due Net Fifteen (15) days upon presentation of invoices to CLIENT, and CLIENT agrees to make payment of such invoices in full when due, whether CLIENT has been paid by the owner or other party to whom it may have a claim. Interest will accrue on all amounts unpaid after the expiration of 15 days from the invoice date. Five percent (5%) Service Charge per month, with reasonable Attorney's fees for collection, will be due if incurred. CLIENT agrees to pay such interest and all expenses of collection. CLIENT shall indemnify and hold harmless J&K from all claims from third parties arising in any way from this contract or J&K's performance of it, except those arising from J&K's sole negligence.

---

AUTHORIZED SIGNATURE_____*Kent Brown*_____

**Kent Brown Sr. Project Manager/Estimator**
**J&K Environmental LLC**

NOTE: This proposal may be withdrawn by us if not accepted within THIRTY (30) days.

ACCEPTANCE OF PROPOSAL - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

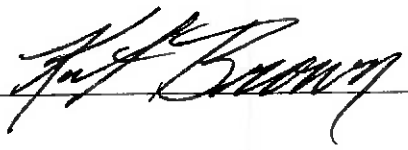
_____**SIGNATURE**

_____

**DATE OF ACCEPTANCE**

# EXHIBIT 1

## OFFEROR INFORMATION

| | |
|---|---|
| RFP No.: | **TCPS061925-1 ABVES Carpet and Tile Removal and Asbestos Abatement** |
| Offeror Name: | J&K_Environmental_LLC |
| Offeror Address: | 3768_Peters_Creek_Rd |
| | Roanoke,VA24081 |
| Telephone: | _(540)315-0254 |
| Email: | Kentbrown47@gmail.com |
| VA SCC Identifier No.: | S2603951 |
| Distance (in miles) from 506 Jeffersonville Street Tazewell, VA 24651: | 115_Miles |
| Name & Title of Offeror Representative Submitting Proposal: | Kent_Brown_ Owner |
| Signature: |  |
| Date: | 7/2/2025 |

# EXHIBIT 2

## REFERENCE LIST

The offeror is required to state and describe in the space provided below the work of a character similar to that sought to be procured in the RFP has been previously performed, and to give references and full contact information and such other information as will enable TCPS to evaluate the responsibility, experience, skill and financial standing of the offeror. Proposals from offerors lacking substantial and credible experience in the particular type of work sought to be procured under the RFP will not be considered.

Please See Next Page

# Asbestos Job References

Roanoke City
Contact: Sally LoDebole
Phone: 540-853-2425

Task Order Number:

- 24-17 – Fire Station 11
- 24-08 – Norwich Rec Center

Roanoke City Public School

Contact: Don Richardson
Phone 540-556-8695

- Lincoln Terrace Elementary

Contact: Gregg Burgess
Phone: 540-853-1872

- Fairview Elementary

MOXN LLC
Dustin Olin
Phone: 540-797-3477

- Transportation Museum

Tazewell County Public School
Contact: Eugene Parkhurst
Phone: 276-979-6580

- Tazewell High School
- Richlands High School

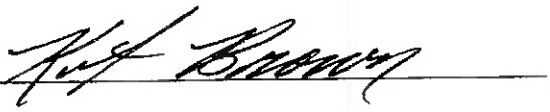
Danville Public School
Contact: Robert Morton
Phone: 434-656-6243

- Langston High School – Focus School

# EXHIBIT 3

## OFFEROR' S NON-SOLICITATION NON-KICKBACK CERTIFICATION

The undersigned offeror, by and through the offeror's duly authorized agent that executes this Certification below, hereby certifies on a continuing basis that if the contract is awarded to offeror, that no member of the School Board of Tazewell County. Virginia, or other member of any elected governing body of Tazewell County, Virginia. or any member of their respective immediate families, including spouse, parents, or children, or any person representing or purporting to represent any member of any elected governing body of Tazewell County, Virginia, has received or has been promised, directly or indirectly, any financial benefit, by way of gift, kickback, fee, commission, finder's fee, political contribution, or any similar form of remuneration on account of the acts of awarding and/or executing the contract.

Signature: 

Name: Kent_Brown

Title: Owner

Offeror Name: J&K_Environmental_LLC

Date: 7/2/2025

# EXHIBIT 4

## OFFEROR' S ELIGIBILITY CERTIFICATION

The undersigned offeror, by and through the offeror's duly authorized agent that executes this Certification below, hereby certifies the following on a continuing basis with respect to its proposal and any contract that may be awarded:

(i) Neither offeror nor any officer, director or owner thereof has had judgments entered against said entity or individual within the past ten years for the breach of contracts for governmental or nongovernmental construction, including, but not limited to, design-build or construction management;

(ii) Neither offeror not any officer, director, owner, project manager, procurement manager or chief financial official thereof has been convicted within the past ten years of a crime related to governmental or nongovernmental construction or contracting, including, but not limited to, a violation of (i) Article 6 (§ 2.2-4367 *et seq.*) of this chapter, (ii) the Virginia Governmental Frauds Act (§ 18.2-498.1 *et seq.*), (iii) Chapter 4.2 (§ 59.1-68.6 *et seq.*) of Title 59.1, or (iv) any substantially similar law of the United States or another state; and

(iii) neither offeror nor any officer, director, or owner thereof is currently debarred pursuant to an established debarment procedure from bidding or contracting by any public body or agency of any state or the federal government.

Signature: 

Name: Kent_Brown

Title: Owner

Offeror Name: J&K_Environmental_LLC

Date: 7/2/2025

# SCHEDULE C

## TCPS – TCPS061925-1 ABVES Carpet and Tile Removal and Asbestos Abatement PROJECT

## VA. CODE § 22.1-296.1 CERTIFICATION

The undersigned contractor, by and through the contractor's duly authorized agent that executes this Certification below, hereby certifies on a continuing basis that, with respect to its employees and any other individuals that will provide services on the above-referenced Project through the undersigned contractor, no such employee or individual has been convicted of any violent felony set forth in the definition of barrier crime in subsection A of Va. Code § 19.2-392.02; any offense involving the sexual molestation, physical or sexual abuse, or rape of a child, or the solicitation of any such offense; or any crime of moral turpitude (except crimes of moral turpitude exempted under Va. Code § 22.1-296.1.G approved in writing by the School Board of Tazewell County, Virginia, prior to execution of this Certification).

Signature: _____

Name: Kent_Brown_____

Title: Owner_____

Contractor Name: J&K Environmental LLC_____

Date: 7/2/2025_____

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/23/2025

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 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 | CONTACT NAME: Bill David |
|---|---|
| Castle Rock Insurance Agency - Christiansburg<br>128 Oak Tree Blvd<br>PO Box 2400<br>Christiansburg VA 24068 | PHONE (A/C, No, Ext): (540)382-1118 FAX (A/C, No): (540)382-0158<br>E-MAIL ADDRESS: billd@casterockins com |

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Erie Insurance Company | 26263 |
| INSURER B : Erie Insurance Exchange | 26271 |
| INSURER C : Travelers Property & Casualty | 36161 |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

INSURED
J & K Environmental LLC
and G & L Labor Service LLC
2204 Mill Rd
Powhatan VA 23139

**COVERAGES** **CERTIFICATE NUMBER:** **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 X OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER<br>POLICY X PRO-JECT LOC<br>OTHER | | | Q610312788 | 08/07/2024 | 08/07/2025 | 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 | $ 1000000<br>$ 1000000<br>$ 10000<br>$ 1000000<br>$ 2000000<br>$ 2000000 |
| B | AUTOMOBILE LIABILITY<br>X ANY AUTO<br>ALL OWNED AUTOS<br>SCHEDULED AUTOS<br>X HIRED AUTOS<br>X NON-OWNED AUTOS | | | Q11-2730545 | 11/27/2024 | 11/27/2025 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 1000000<br>$<br>$<br>$ |
| B | X UMBRELLA LIAB X OCCUR<br>EXCESS LIAB CLAIMS-MADE<br>DED RETENTION $ | | | Q32-0770315 | 08/07/2024 | 08/07/2025 | EACH OCCURRENCE<br>AGGREGATE | $ 5000000<br>$ 5000000 |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N N/A<br>If yes, describe under DESCRIPTION OF OPERATIONS below | | | 451080425169 | 06/17/2025 | 06/17/2026 | X PER STATUTE OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $ 1000000<br>$ 1000000<br>$ 1000000 |
| A | Contractors Mobile Equipment | | | Q610312788 | 08/07/2024 | 08/07/2025 | $38,000 coverage for 2024 FAE BL4 Mulching Head $1,000 deductible | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER**

**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

Fax: Email: moneal@svmroanoke.com

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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
10-31-2025

NUMBER
2705151885

BOARD FOR CONTRACTORS
CLASS A CONTRACTOR
*CLASSIFICATIONS* ASB

J & K ENVIRONMENTAL LLC
63 PRICE LN
PAMPLIN, VA 23958

DPOR

Director

*Status can be verified at http://www.dpor.virginia.gov*

DPOR-LIC (02/2017)

(SEE REVERSE SIDE FOR PRIVILEGES AND INSTRUCTIONS)

DETACH HERE

DPOR COMMONWEALTH of VIRGINIA
Department of Professional and Occupational Regulation

CLASS A BOARD FOR CONTRACTORS
CONTRACTOR

*CLASSIFICATIONS* ASB
NUMBER: 2705151885 EXPIRES: 10-31-2025

J & K ENVIRONMENTAL LLC
63 PRICE LN
PAMPLIN, VA 23958

*Status can be verified at http://www.dpor.virginia.gov*

DPOR-PC (02/2017)

**TAZEWELL COUNTY PUBLIC SCHOOLS**
**506 Jeffersonville Street**
**Tazewell, VA 24651**
**(276) 988-5511**

# REQUEST FOR PROPOSAL

| | |
|---|---|
| **RFP Number**: | **TCPS061925-1 ABVES Carpet and Tile Removal and Asbestos Abatement** |
| **Title**: | Removal of carpet and tile and asbestos abatement in eight (8) identified areas of Abbs Valley Elementary |
| **RFP Issue / Posting Date**: | **June 19, 2025** |
| **Questions / Comments**: | Pursuant to Va. Code § 2.2-4316, questions and comments pertaining to this RFP may be submitted for consideration prior to the deadline for submitting proposals to: Cynthia Hurley, Finance Director, at clhurley@tcpsva.org or 276-988-5511. |
| **Mandatory Pre-Proposal Conference**: | **Wednesday, June 25, 2025, at 10:30 am a.m.**, Abbs Valley Elementary School, 7030 Abbs Valley Road, Bluefield, VA 24605. |
| **Proposal Submission Due Date**: | **Friday, July 4, 2025 at 12:00 am**<br>Pursuant to Va. Code § 2.2-4302.2, this date is at least ten (10) days after the posting of the public notice of this RFP. |
| **Proposal Submission Method**: | Proposals must be submitted electronically (via email) to clhurley@tcpsva.org in accordance with the instructions set forth below. |

## TABLE OF CONTENTS

**Cover Page** – Request for Proposal

**Part A** – General Terms of Services Sought to be Procured

**Part B** – Proposal Terms and Conditions

**Part C** – Contractual Terms and Conditions

**Part D** – General Instructions for Proposal Submissions

**Part E** – Proposal Contents

**Exhibit 1** – Offeror Information

**Exhibit 2** – Reference List

**Exhibit 3** – Offeror's Non-Solicitation / Non-Kickback Certification

**Exhibit 4** – Offeror's Eligibility Certification

**Schedule A** – Project Background Information

**Schedule B** – Proposal Evaluation Form

**Schedule C** – Va. Code § 22-296.1 Certification

**Schedule D** – Statutory Terms and Conditions

## PART A
## GENERAL TERMS OF SERVICES SOUGHT TO BE PROCURED

**1. Purpose**. This Request for Proposal ("RFP") is being issued by the School Board of Tazewell County, Virginia, doing business as Tazewell County Public Schools ("TCPS" or the "School Board"), under Virginia Code § 2.2-4302.2 (Process for Competitive Negotiation) for the purpose of removing carpet and tiles with the appropriate asbestos abatement as outlined in Schedule A.

**2. General Description of Project**. TCPS has identified the need to remove carpet and tiles with asbestos abatement in eight areas of Abbs Valley Elementary School (the "Project"). **Schedule A** (Project Background Information), which is attached to this RFP and incorporated by reference into this RFP, provides additional background information regarding the Project. TCPS reserves the right to alter the Project from the contemplated construction and/or design at any time after the issuance of this RFP or resulting contract if TCPS determines, in its sole discretion, that such alteration is in the best interest of TCPS. TCPS also reserves the right to complete, at any time during the Project, any portion(s), phases(s), or aspect(s) of the Project itself or by using more than one offeror during any portion(s), phases(s), or aspect(s) of the Project. TCPS may exercise its rights hereunder without having to reissue an RFP.

**3. Selection Process**. For the purposes of selecting an offeror to provide the requested products and/or services, and in accordance with Virginia Code § 2.2-4302.2, an evaluation committee shall interview two or more offerors deemed fully qualified, responsible, and suitable on the basis of their initial responses and with emphasis on professional competence; however, the successful offeror for this RFP may be chosen based on the merits of the initial proposal. Interviews, if conducted, are anticipated to be conducted during the following week:

July 9-11, 2025

The amount of time allocated per interview will be determined based on the number of offerors invited, in the sole discretion of the committee. Follow-up interviews may also be held at the sole discretion of the committee. Every attempt will be made to notify offerors of the interview schedule on or before the following date:

July 8, 2025

**4. Oral Presentations**. Offerors submitting a proposal in response to this RFP may be required to make an oral presentation of the proposal in connection with the interview process. If an oral presentation is required, selected offerors will be notified when scheduling their respective interviews.

**5. Proposal Evaluation – Selection Factors**. Proposals will be evaluated using a numerical scoring system based on the criteria set forth in the Proposal Evaluation Form

(including Proposal Evaluation Matrix), marked **Schedule B**, that is attached to this RFP and incorporated by reference into this RFP.

**6. Anti-Discrimination / Small Businesses, Etc**. In accordance with Virginia Code § 2.2-4310, in the solicitation or awarding of contracts, TCPS shall not discriminate against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, status as a service-disabled veteran, or any other basis prohibited by state law relating to discrimination in employment. In addition, TCPS has established a program consistent with Virginia Code § 2.2-4310 that facilitates the participation of small businesses, businesses owned by women, minorities, and service-disabled veterans, and employment services organizations in procurement transactions. Such businesses are encouraged to submit proposals.

**7. Faith-Based Organizations**. In accordance with Virginia Code § 2.2-4343.1, TCPS does not discriminate against faith-based organizations in procuring goods or services, or in making disbursements, under the Virginia Public Procurement Act.

**8. Right to Cancel RFP or Reject Proposal**. Pursuant to Virginia Code § 2.2-4319, TCPS reserves the right to cancel this RFP or reject any offer. TCPS shall not cancel this RFP or reject a proposal solely to avoid awarding a contract to a particular responsive and responsible offeror.

**9. Availability of Funds**. TCPS shall be bound under any contract that arises from this RFP only to the extent of the funds available or which may hereafter become available for the purpose of the contract. An offeror that enters into a contract with TCPS shall perform no work which would result in exceeding the amount appropriated for the contract unless the Board of Supervisors of Tazewell County, Virginia has given its express consent under Virginia Code § 22.1-91.

**10. Applicable Law / Jurisdiction / Venue**. Virginia law will control all aspects of this RFP, without reference to choice of law rules or principles. Any cause of action arising from, related to, or concerning in any way this RFP shall be filed and maintained solely in the courts of Tazewell County, Virginia, such courts to have sole and exclusive jurisdiction of any cause of action appropriately filed therein.

**11. Sovereign Immunity**. Nothing in this RFP is to be construed or interpreted as a waiver of any kind of any sovereign or other immunity of TCPS and its board members, officers, agents, and employees.

**12. Contract**. Pursuant to Va. Code § 2.2-4302.2, TCPS shall conduct negotiations with the selected offeror or offerors with the goal of entering into a contract or purchasing agreement that is satisfactory and advantageous to TCPS. The terms and conditions included in the contract shall be consistent with the terms and conditions of this RFP. The contract will also include terms and conditions, as agreed by TCPS and the selected offeror, that are customarily included in contracts used to procure the products and/or services contemplated under this RFP. In addition, the contract will include those terms and conditions set forth in the selected offeror's proposal that are acceptable to TCPS.

**13. Right to Multiple Awards**. TCPS reserves the right to award different persons or firms a separate contract for any phase(s), portion(s) or aspect(s) of this Project and may do so at any time during this Project; reject any and all proposals received; and to negotiate separately with any offeror at any time during this Project and in any manner necessary to serve the best interests of TCPS. Offerors whose proposals are not accepted will be notified in writing.

**14. Application / Interview Costs Non-Reimbursable**. TCPS will not be responsible for reimbursing any expenses incurred by an offeror in responding to this RFP, including without limitation any costs associated with preparing and submitting a proposal or in connection with the interview process.

**15. Submission of Additional Information by Offerors**. TCPS reserves the right to ask any offeror to submit information missing from its proposal, to clarify its proposal, and to submit additional information which TCPS deems necessary for purposes of evaluating the offeror's proposal.

## PART B
## PROPOSAL TERMS AND CONDITIONS

The following terms, and conditions apply to all offerors and proposals submitted in response to this RFP:

**1. Public Procurement**. The offeror and successful contractor shall comply with all applicable state and federal statutes and regulations, including without limitation the Virginia Public Procurement Act, Virginia Code § 2.2-4300 *et seq.*, that pertain to public procurement of the services sought to be procured under this RFP.

**2. Subcontractors**. Offerors shall identify all proposed subcontractors who will be furnishing services under the terms of this RFP. Subcontractors shall conform, in all respects, to the applicable provisions specified for the selected firm and shall further be subject to approval by TCPS.

**3. Certification Regarding Employees and Subcontractors**. Pursuant to Virginia Code § 22.1-296.1.E and F, as a condition of TCPS awarding a contract to provide services under this RFP that require the contractor or his employees to have direct contact with students on school property during regular school hours or during school-sponsored activities, the offeror that is awarded the contract shall be required to provide certification that all persons who will provide such services have not been convicted of any violent felony set forth in the definition of barrier crime in subsection A of § 19.2-392.02; any offense involving the sexual molestation, physical or sexual abuse, or rape of a child, or the solicitation of any such offense; or any crime of moral turpitude except as exempt under Va. Code § 22.1-296.1.G. and pre-approved in writing by TCPS. If, after making a certification as identified in this section, an employee of the contractor or any subcontractor or sub-subcontractor is arrested for, charged with, or convicted of any such offense, or becomes the subject of a child abuse investigation, the contractor shall notify the

Superintendent as soon as practicable of the arrest, charge, conviction, or investigation. The Superintendent reserves the right to exclude such employee from activities or locations that may involve contact between such employee and students or school employees, or to exclude such individual from school property entirely. The certification required pursuant to Virginia Code § 22.1-296.1.E and F shall be in the form of **Schedule C**, which is attached to this RFP and incorporated into this RFP by reference. Offerors should not submit a proposal unless they will be able to furnish the certification in the event a contract is awarded.

**4. Ethics in Public Contracting**. By submitting a proposal pursuant to this RFP, all offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks, gifts, or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, deposit of money, services or anything of more than nominal values present or promised, unless consideration of substantially equal or greater value was exchanged. Offerors otherwise certify that they have not engaged in any conduct with respect to this RFP that would give rise to a violation of Va. Code §§ 2.2-4371 and 4372, which state as follows:

> **§ 2.2-4371. Prohibition on solicitation or acceptance of gifts; gifts by bidders, offerors, contractor or subcontractors prohibited**
>
> A. No public employee having official responsibility for a procurement transaction shall solicit, demand, accept, or agree to accept from a bidder, offeror, contractor or subcontractor any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal or minimal value, present or promised, unless consideration of substantially equal or greater value is exchanged. The public body may recover the value of anything conveyed in violation of this subsection.
>
> B. No bidder, offeror, contractor or subcontractor shall confer upon any public employee having official responsibility for a procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is exchanged.
>
> **§ 2.2-4372. Kickbacks**
>
> A. No contractor or subcontractor shall demand or receive from any of his suppliers or his subcontractors, as an inducement for the award of a subcontract or order, any payment, loan, subscription, advance, deposit of money, services or anything, present or promised, unless consideration of substantially equal or greater value is exchanged.

B. No subcontractor or supplier shall make, or offer to make, kickbacks as described in this section.

C. No person shall demand or receive any payment, loan, subscription, advance, deposit of money, services or anything of value in return for an agreement not to compete on a public contract.

D. If a subcontractor or supplier makes a kickback or other prohibited payment as described in this section, the amount thereof shall be conclusively presumed to have been included in the price of the subcontract or order and ultimately borne by the public body and shall be recoverable from both the maker and recipient. Recovery from one offending party shall not preclude recovery from other offending parties.

The Offeror's Non-Solicitation / Non-Kickback Certification form, marked **Exhibit 3**, which is attached to this RFP and incorporated into this RFP by reference, must be submitted with the proposal.

**5. Anti-Discrimination / Small Businesses, Etc**. In accordance with Virginia Code § 2.2-4310, in the solicitation or awarding of contracts, TCPS shall not discriminate against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, status as a service-disabled veteran, or any other basis prohibited by state law relating to discrimination in employment. In awarding a contract for services to a small, women-owned, or minority-owned business that is certified in accordance with Virginia Code § 2.2-1606, or to a business identified by a public body as a service disabled veteran-owned business where the award is being made pursuant to an enhancement or remedial program as provided in subsection C, TCPS shall include in every such contract of more than $10,000, in accordance with Virginia Code § 2.2-4310, the following:

> If the contractor intends to subcontract work as part of its performance under this contract, the contractor shall include in the proposal a plan to subcontract to small, women-owned, minority-owned, and service-disabled veteran-owned businesses.

By submitting a proposal, offeror certifies to TCPS that if offeror's bid is accepted and offeror enters into a contract with TCPS, then offeror, as a contractor with TCPS, will conform to the provisions of the Federal Civil Rights Act of 1964 as amended, as well as the Virginia Fair Employment Act of 1975, as amended, where applicable, and Virginia Code § 2.2-4311, which provides:

> In every contract over $10,000.00, the provisions below apply:

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

A. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

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

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

2. The Contractor will include the provisions of the foregoing paragraphs A, B and C in every subcontract or purchase order over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

**6. Judgment Status**. By submitting a proposal, offeror certifies that neither offeror nor any or any officer, director or owner thereof has had judgments entered against him within the past ten years for the breach of contracts for governmental or nongovernmental construction, including, but not limited to, design-build or construction management. *See* Virginia Code § 2.2-4317. The foregoing certification is a requirement to submit a proposal. Offerors shall sign the Eligibility Certification, marked **Exhibit 4**, and submit it with the offeror's proposal.

**7. Criminal Conviction Status**. By submitting a proposal, offeror certifies that neither offeror nor or any officer, director, owner, project manager, procurement manager or chief financial official thereof has been convicted within the past ten years of a crime related to governmental or nongovernmental construction or contracting, including, but not limited to, a violation of (i) Article 6 (§ 2.2-4367 *et seq.*) of this chapter, (ii) the Virginia Governmental Frauds Act (§ 18.2-498.1 *et seq.*), (iii) Chapter 4.2 (§ 59.1-68.6 *et seq.*) of Title 59.1, or (iv) any substantially similar law of the United States or another state. *See* Virginia Code § 2.2-4317. The foregoing certification is a requirement to submit a proposal. Offerors shall sign the Eligibility Certification, marked **Exhibit 4**, and submit it with the offeror's proposal.

**8. Debarment Status**. By submitting a proposal, offeror certifies that neither offeror nor any officer, director, nor owner thereof is currently debarred pursuant to an established debarment procedure from bidding or contracting by any public body or agency of any state or

the federal government. *See* Virginia Code § 2.2-4317. The foregoing certification is a requirement to submit a proposal. Offerors shall sign the Eligibility Certification, marked **Exhibit 4**, and submit it with the offeror's proposal.

**9. Trade Secrets / Proprietary Information**. Pursuant to Virginia Code § 2.2-4342, trade secrets or proprietary information submitted by an offeror in connection with this RFP shall not be subject to the Virginia Freedom of Information Act (§ 2.2-3700 *et seq.*); however, the offeror shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary. Any claims of trade secrets or proprietary information submitted by an offeror must be expressly stated in CAPS and in **BOLD**. The offeror must conspicuously identify the specific data or other materials to be protected.

**10. Authority to Transact Business**. Pursuant to Virginia Code § 2.2-4311.2, an offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its proposal the identification number issued to it by the State Corporation Commission. Any offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized.

## PART C
## CONTRACTUAL TERMS AND CONDITIONS

The following contractual terms and conditions will be deemed included by reference in any contract that is awarded under this RFP:

**1. Compliance with Procurement Laws**. The successful contractor shall comply with all applicable state and federal statutes and regulations, including without limitation the Virginia Public Procurement Act, Virginia Code § 2.2-4300 *et seq.*, that pertain to public procurement of the services sought to be procured under this RFP. Such laws include without limitation those set forth or otherwise described in this RFP. In addition, to the extent that any applicable law requires the contract to include any term or condition, such term or condition shall be deemed included in the contract whether or not expressly set forth therein.

**2. Statutorily Required Terms and Conditions**. The Statutory Terms and Condition, marked as **Schedule D**, which is attached to this RFP and incorporated into the RFP by reference, shall be included in any contract awarded under this RFP.

**3. No Smoking**. Smoking in all School Board schools and other buildings is strictly prohibited. TCPS may designate a smoking area outside of any building or facility. Contractors and their employees may only use those designated smoking areas. Certain locations may be entirely smoke free, both inside and outside. Failure to adhere to TCPS's "No Smoking" policies may lead to removal of contractor employees from School Board property and possible termination of any contract awarded under this RFP.

**4. Confidentiality**. Contractors under contract with TCPS, as well as employees of such contractors, shall not access or attempt to access information and data that is unrelated to the services being provided. If any confidential information is provided by the School Board to the contractor or its employees, the contractor agrees that any such confidential information shall not be shared with or divulged to third-parties at any time, whether during the term of a contract of thereafter, except as expressly authorized by applicable law or with the express written consent of the School Board.

**5. TCPS Project Administration**. The extent and character of the work to be accomplished by the offeror awarded the contract shall be subject to the general control and approval of the TCPS Superintendent or authorized TCPS representative designated by TCPS. Such offeror shall only comply with requests and/or orders issued by TCPS's authorized representatives.

**6. Contracted Offeror Indemnification Obligation**. Any contracted offeror will, to the fullest extent allowed under applicable law, indemnify, defend and hold harmless TCPS, its board members, officers, agents, and employees against any and all claims, liabilities, damages, costs, and expenses, including without limitation reasonable fees of attorneys and other professionals, arising out of or resulting from any and all injuries or death to persons or damage to property (real or personal) by reasons of services provided or the acts or omissions of the offeror, its employees, agents, consultants, subcontractors, and lower tier sub-subcontractors in the provision of its services under the contract for the project that is the subject of this RFP. In addition, any contracted offeror will, to the fullest extent allowed under applicable law, indemnify, defend and hold harmless TCPS, its board members, officers, agents, and employees against any and all claims, liabilities, damages, costs, and expenses, including without limitation reasonable fees of attorneys and other professionals, arising out of or resulting from contracted offeror's infringement of any patents, copyrights, trade secrets, or similar intellectual property rights in the provision of its services under the contract for the project that is the subject of this RFP.

**7. Insurance**. The successful offeror providing construction services (if applicable to this Project) shall provide, prior to issuance of a contract, a Certificate of Insurance validating insurance in force meeting the following minimums involving only satisfactorily rated companies, as determined in the sole discretion of the School Board, licensed to do business in Virginia with provision to ensure at least ten (10) days prior written notification to TCPS before any cancellation of insurance:

a. Workers' Compensation: Worker's compensation insurance with coverage and limits as required by applicable law.

b. Automobile Liability: Automobile liability insurance covering vehicles owned, and non-owned vehicles used, by contractor, with combined single policy limits of not less than One Million Dollars ($1,000,000.00), for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

c. Commercial General Liability. Commercial general liability insurance for the Project written on an occurrence form with policy limits of not less than Two Million Dollars ($1,000,000.00) each occurrence, Two Million Dollars ($2,000,000.00) general aggregate, providing coverage for claims including:

(1) damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
(2) personal injury and advertising injury;
(3) damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
(4) contractor's indemnity obligations under the contract

d. Professional Liability: Professional liability insurance covering errors and omissions with minimum coverage limits of One Million Dollar ($1,000,000.00) per occurrence, and Two Million Dollars ($2,000,000.00) aggregate.

e. Umbrella. Umbrella or Excess Liability Insurance with coverage limits of not less than $2 million per occurrence, $4 million aggregate; coverage to be as broad as primary.

**8. Applicable Law / Jurisdiction / Venue**. Virginia law will control as to all aspects of any contract awarded under this RFP, without reference to choice of law rules or principles. Any cause of action arising from, related to, or concerning in any way any contract awarded under this RFP shall be filed and maintained solely in the courts of Tazewell County, Virginia, such courts to have sole and exclusive jurisdiction of any cause of action appropriately filed therein.

**9. Sovereign Immunity**. Nothing in any contract awarded under this RFP is to be construed or interpreted as a waiver of any kind of any sovereign or other immunity of TCPS and its board members, officers, agents, and employees.

**10. Subcontractors Bound**. All subcontractors of an offeror awarded a contract under this RFP, as well as lower tier sub-subcontractor of such subcontractors, shall be bound to all terms and conditions that apply to the offeror. Offeror shall include in its subcontracts with subcontractors such terms and provisions that bind the subcontractors, as well as lower-tier sub-subcontractors, to all terms and conditions of the contract to the full extent that the offeror is bound to TCPS.

## PART D
## GENERAL INSTRUCTIONS FOR PROPOSAL SUBMISSIONS

1. Proposals, including **Exhibit 1** (Offeror Information), **Exhibit 2** (Reference List), **Exhibit 3** (Offeror's Non-Solicitation / Non-Kickback Certification), and **Exhibit 4** (Offeror Eligibility Certification), must be submitted electronically (via email) to clhurley@tcpsva.org.

2. Proposals, including the email that transmits the proposal, must be conspicuously marked with the RFP Number.

3. The transmittal email should not include attachments that are of such a size to prevent the email from being received. The transmittal email should include a link to download pertinent documents.

4. Proposals must be received by TCPS on or before the 11:59 p.m. of the Proposal Submission Due Date set forth above. **LATE PROPOSALS WILL NOT BE ACCEPTED.**

5. TCPS reserves the right to accept or reject, in whole or part, any and all proposals received and to waive informalities.

6. Proposals shall be binding for a minimum of ninety (90) days following the proposal opening date.

7. Each offeror is required to state in the offeror's proposal the name and place of residence and the names of all persons interested with the offeror and, if a corporation, the names of officers. References shall be furnished to establish the experience, skill and business standing of the offeror.

8. In addition to all other information required to be submitted with a proposal, each offeror is required to complete and submit in all respects **Exhibits 1-4** in the form attached hereto as part of its proposal.

9. All proposals shall provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP. Emphasis should be on completeness and clarity of content.

10. Offerors should brief in their responses, but enclose all information contemplated by this RFP. The inclusion of extraneous information not pertinent to the basic purpose of the response is discouraged.

## PART E
## PROPOSAL CONTENTS

In addition to any information required to be submitted as set forth in the preceding provisions of this RFP, proposals must include the following information:

1. **Credentials of Project Team**. Provide a brief history of the offeror, including its locations, years in practice, types of projects routinely handled, and similar information that would be helpful to TCPS in evaluating the offeror's qualifications. Provide credentials of employees who the offeror anticipates would work on this Project for TCPS if a contract or purchase order is awarded to the offeror. If the offeror intends to use subcontractors, provide the foregoing information for each subcontractor.

2. **Rates / Fees / Expenses**. Provide hourly rates and other fees for all employees who might work on the Project if a contract or purchase order is awarded to the offeror. Also provide other expenses that the offeror would anticipate to include on invoices issued by the offeror to bill for services it may provide if a contract is awarded to the offeror. If the offeror intends to use subcontractors, provide the foregoing information for each subcontractor.

3. **Management Skills and Technical Experience**. Provide a brief summary of overall experience of the offeror, including similar projects. Provide a brief summary of the experience of employees who offeror anticipates would work on this project for TCPS if a contract or purchase order is awarded to offeror, including specifically any similar projects.

4. **Prior Claims**. Provide a list of all professional malpractice claims asserted against offeror in the past five (5) years, and state the status or disposition of the claim (e.g., settled, dismissed, judgment entered). If the offeror intends to use subcontractors, provide the foregoing information for each subcontractor.

5. **Project Methodology and Quality Control**. Give examples of similar (PREK-12) school projects completed by offeror within the Commonwealth of Virginia, especially during the past five (5) years. If this project is a construction related project, explain how the offeror plans to pursue project delivery in relation to developing and achieving design and construction project schedules with reasonable cost control. Provide a brief description of past projects completed by the offeror, including a list of any special features that may be relevant to the project that is the subject of this RFP. Also, and with respect to similar projects, describe how the owner-approved budget for the project compared to the final cost for the project.

6. **Capability of Timely Response**. Provide the distance from the offeror's office to TCPS's Administration office and each project site in miles and driving time. Describe the offeror's information technology capability for communications and responsiveness for providing design services, administering the project, providing warranty and/or maintenance services or other service work in relation to this Project.

7. **References**. Provide references for similar projects. Include all contact information and a description of the associated project. Also include a full disclosure of any personal, social, family or economic or financial connection or relationship with any listed reference. References must be listed on **Exhibit 2** or a substantially equivalent form.

8. **Conflict of Interest Disclosure**. To help avoid any potential conflict of interest or the appearance of a conflict of interest, the offeror shall fully disclose the name of any of the offeror's directors, officers, members, partners, and employees, as well as those of any subcontractor intended to be used by offer, who have a personal, social, family, or business, financial, or economic relationship with any board member or employee of TCPS or any board member or employee of the County of Tazewell, Virginia. Offeror shall also fully disclose the name of any employee of TCPS known to offeror who would not be allowed to participate in the transaction contemplated by this RFP under Va. Code § 2.2-4369, which states as follows:

Except as may be specifically allowed by subdivisions B 1, 2, and 3 of § 2.2-3112, no public employee having official responsibility for a procurement transaction shall participate in that transaction on behalf of the public body when the employee knows that:

1. The employee is contemporaneously employed by a bidder, offeror or contractor involved in the procurement transaction;

2. The employee, the employee's partner, or any member of the employee's immediate family holds a position with a bidder, offeror or contractor such as an officer, director, trustee, partner or the like, or is employed in a capacity involving personal and substantial participation in the procurement transaction, or owns or controls an interest of more than five percent;

3. The employee, the employee's partner, or any member of the employee's immediate family has a pecuniary interest arising from the procurement transaction; or

4. The employee, the employee's partner, or any member of the employee's immediate family is negotiating, or has an arrangement concerning, prospective employment with a bidder, offeror or contractor.

# SCHEDULE A

## TCPS061925-1 ABVES Carpet and Tile Removal and Asbestos Abatement Project

## PROJECT INFORMATION

TCPS is seeking a qualified vendor to remove carpet and tile with all associated asbestos abatement in eight (8) areas in Abbs Valley Elementary School:

| | |
|---|---|
| Principal's Office | 12x14 |
| Library | 28x40 |
| Teachers` Lounge | 28x24 |
| Classroom #3 | 28x32 |
| Classroom #6 | 28x32 |
| Classroom #18 | 40x26 |
| Classroom #19 | 40x26 |
| Classroom #20 | 28x40 |

Approximate square footage = 6,960

**The successful offeror is responsible for verifying the square footage and amount of materials and labor needed. The successful offeror is responsible for providing a dumpster to contain and the removal of said dumpster and removed materials from Tazewell Co. Public Schools' property following all legally required procedures for the handling of removed asbestos.**

**School Information**

- **School** Abbs Valley Elementary School
- **Year built** - 1963
- **Lead paint** (not known to have been previously detected, but may be present)
- **Asbestos** is known to be present. All known information related to the asbestos in the school and/or this project will be available for review at the mandatory pre-proposal meeting. The successful offeror will be required to coordinate with a third party monitoring service. TCPS will be responsible for payment for third party monitoring.

**Materials and Labor**

- Please quote all labor required for this project. Be sure to include the cost per hour for all anticipated employees; however, the labor quote is to be one overall quote.

**Other Terms and Conditions**

Please provide all necessary terms and conditions that apply to your offer, including but not limited to work schedule limitations (days or times that your crews would not be available), etc.

To request additional information or clarifications contact: Cynthia Hurley, Finance Director, at clhurley@tcpsva.org or 276-988-5511.

*CONFIDENTIAL*

**SCHEDULE B**

SCORE: _____

**PROPOSAL EVALUATION FORM**

**Tazewell County Public Schools**

**RFP Number**: **TCPS061925-1 ABVES Carpet and Tile Removal and Asbestos Abatement**

**Project Description**: TCPS is seeking a qualified offeror to remove carpet and tiles with the associated asbestos abatement in eight areas of Abbs Valley Elementary School

**Offeror**: _____

**Evaluation Committee**:

Name / Title / Department: _____

Name / Title / Department: _____

Name / Title / Department: _____

Name / Title / Department: _____

Name / Title / Department: _____

Name / Title / Department: _____

**PROPOSAL EVALUATION MATRIX**

**RFP No. TCPS061925-1 ABVES Carpet and Tile Removal and Asbestos Abatement**

**Evaluator:**_____ **Date:**_____

| Criteria No. | Description | Max. Point Score | Total Score | Notes |
|---|---|---|---|---|
| 1. | Credentials of project team | 15 | | |
| 2. | Management skills and technical expertise. | 10 | | |
| 3. | Project methodology and quality control. | 10 | | |
| 4. | Past Performance (Virginia K-12 projects). | 10 | | |
| 5. | Overall clarity, quality and completeness of proposal. | 15 | | |
| 6. | References/Experience/Claims | 10 | | |
| 7. | Capability of timely response. (Proximity to offeror's office to TCPS Administration office and project site (driving time), information technology capability for communications and responsiveness. | 10 | | |
| 8. | a. Timeline for removal and abatement<br>b. Overall cost<br>C. Payment terms | 20 | | |
| 8. | Subtotal | 100 | | |
| 9. | Oral Presentation/interview (short-listed firms) is / is not applicable to this project:<br>a. Identifies potential issues that could reasonably be expected to arise when completing projects of this nature and articulates proposed cost-effective remedies.<br>b. Articulates what makes them the most qualified candidate for this project. | 100 | | |
| 10. | Total | 200 | | |

**Additional Notes:** _____

# SCHEDULE D

## STATUTORY TERMS AND CONDITIONS

The terms and conditions set forth below are required under the Virginia Public Procurement Act, Va. Code § 2.2-433 *et seq.* and other statutes of the Code of Virginia to be included in contracts entered into by the School Board for goods and services provided within the Commonwealth of Virginia. The terms and conditions are incorporated into all such contracts by reference along with any other statutorily required provisions, including any that may not be set forth below.

**1. Anti-Discrimination**. Pursuant to Virginia Code § 2.2-4311, the following provision is included in every contract of more than $10,000.00 in which the School Board is a party:

> 1. During the performance of this contract, the contractor agrees as follows:
>
> a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
>
> b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
>
> c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
>
> 2. The contractor will include the provisions of the foregoing paragraphs a, b and c in every subcontract or purchase order of over $ 10,000, so that the provisions will be binding upon each subcontractor or vendor.

**2. Unauthorized Aliens**. Pursuant to Virginia Code § 2.2-4311.1, the following provision is included in every contract in which the School Board is a party:

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

**3. Authority to Transact Business**. Pursuant to Virginia Code § 2.2-4311.2, the following provision is included in every contract in which the School Board is a party:

The contractor, if it is organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership, represents and warrants that it is authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law. If the contractor is required by law to be authorized to transact business in the Commonwealth of Virginia in order to enter into a contract with the School Board, then it shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth of Virginia, if so required under Title 13.1 or Title 50 of the Code of Virginia, to be revoked or cancelled at any time during the term of the contract. The School Board may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this Agreement if the contractor fails to remain in compliance with Virginia Code § 2.2-4311.2.

**4. Drug-Free Workplace**. Pursuant to Virginia Code § 2.2-4312, the following provision is included in every contract of more than $10,000.00 in which the School Board is a party:

During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

**5. Worker's Compensation Insurance**. Pursuant to Virginia Code § 2.2-4332, the following shall apply:

A. No contractor shall perform any work on a construction project of a department, agency or institution of the Commonwealth or any of its political subdivisions unless he (i) has obtained, and continues to maintain for the duration of the work, workers' compensation coverage required pursuant to the provisions of Chapter 8 (§ 65.2-800 *et seq.*) of Title 65.2 and (ii) provides prior to the award of contract, on a form furnished by the department, agency, or institution of the Commonwealth or political subdivision thereof, evidence of such coverage.

B. The Department of General Services shall provide the form to such departments, agencies, institutions, and political subdivisions. Failure of a department, agency, institution or political subdivision to provide the form prior to the award of contract shall waive the requirements of clause (ii) of subsection A.

C. No subcontractor shall perform any work on a construction project of a department, agency or institution of the Commonwealth unless he has obtained, and continues to maintain for the duration of such work, workers' compensation coverage required pursuant to the provisions of Chapter 8 (§ 65.2-800 *et seq.*) of Title 65.2.

**5. Escrow Accounts for Retainage**. Pursuant to Virginia Code § 2.2-4334, the following provision is included in any contract of $200,000 or more for construction of highways, roads, streets, bridges, parking lots, demolition, clearing, grading, excavating, paving, pile driving miscellaneous drainage structures, and the installation of water, gas, sewer lines and pumping stations where portions of the contract price are to be retained:

In the event the contractor elected to use an escrow account procedure for utilization of the School Board's retainage funds by so indicating on the escrow agreement form included with the Bid Proposal documents (including the unsigned version of this Agreement), if applicable, then in such event the contractor shall submit the form to the School Board within fifteen (15) calendar

days after notification of acceptance of the contractor's bid. If the escrow agreement form is not submitted to the School Board within the fifteen-day period, then the contractor shall forfeit its rights to the use of the escrow account procedure.

**6. Payment to Subcontractors**. Pursuant to Virginia Code § 2.2-4354, the following provision is included in every contract in which the School Board is a party:

1. For all construction contracts with the School Board, in the event that the contractor has not received payment from the School Board for work performed by a subcontractor under such contract, the contractor is nevertheless liable for the entire amount owed to such subcontractor and the contractor shall pay such subcontractor within sixty (60) days of the receipt of an invoice following satisfactory completion of the work for which the subcontractor has invoiced. Such contractor shall not be liable for amounts otherwise reducible due to the subcontractor's noncompliance with the terms of the contract. However, in the event that the contractor withholds all or a part of the amount invoiced by the subcontractor under the terms of the contract, the contractor shall notify the subcontractor within fifty (50) days of the receipt of such invoice, in writing, of the contractor's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment, specifically identifying the contractual noncompliance, the dollar amount being withheld, and the lower-tier subcontractor responsible for the contractual noncompliance. Payment by the party contracting with the contractor shall not be a condition precedent to payment to any lower-tier subcontractor, regardless of that contractor's receiving payment for amounts owed to that contractor. Any provision in a construction contract contrary to this section shall be unenforceable. Nothing in this subdivision shall be construed to (i) apply to or prohibit the inclusion of any retainage provisions in a construction contract or (ii) apply to contracts awarded solely for professional services as that term is defined in Va. Code § 2.2-4301 where the public body is contracting directly with an architectural and engineering firm.

2. Within seven (7) days of after receipt of amounts paid by the Owner to the Contractor for work that was performed by a subcontractor, the Contractor shall take one of the following two (2) actions:

a. Pay the subcontractor for the proportionate share of the total payment received from the agency attributable to the work performed by the subcontractor under that contract; or

b. Notify the agency and subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

3. The Contractor, if an individual, shall provide his or her social security number. The Contractor, if a proprietorship, partnership, limited liability company, limited liability partnership, or any other type of business entity, shall provide its federal employer identification number.

4. The Contractor shall be obligated to pay interest of any of its subcontractors on all amounts owed by the Contractor that remain unpaid after seven (7) days following receipt by the Contractor of payment from the Owner for work performed by the subcontractor under this Agreement, except for amounts withheld as allowed under subsection 2, above.

5. Unless otherwise provided under the terms of any contract with the School Board, interest shall accrue at the rate of one percent per month.

6. The Contractor shall require that its subcontractors include in each of their respective subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements set forth above with respect to each lower-tier subcontractor.

**7. Contractual Claims**. Pursuant to Virginia Code § 2.2-4363.B, the School Board's procedure for consideration of contractual claims shall be the procedure set forth in Virginia Code § 2.2-4363.C, which states as follows [the reference to the "public body" being the Owner under this Agreement]:

1. Contractual claims, whether for money or other relief, shall be submitted in writing no later than 60 days after receipt of final payment; however, written notice of the contractor's intention to file a claim shall be given at the time of the occurrence or at the beginning of the work upon which the claim is based.

2. No written decision denying a claim or addressing issues related to the claim shall be considered a denial of the claim unless the written decision is signed by the public body's chief administrative officer or his designee. The contractor may not institute legal action prior to receipt of the final written decision on the claim unless the public body fails to render a decision within 90 days of submission of the claim. Failure of the public body to

render a decision within 90 days shall not result in the contractor being awarded the relief claimed or in any other relief or penalty. The sole remedy for the public body's failure to render a decision within 90 days shall be the contractor's right to institute immediate legal action.

The School Board's procedure for consideration of contractual claims is subject to Virginia Code § 2.2-4363.D and § 2.2-4363.E, which state as follows:

> D. A contractor may not invoke administrative procedures meeting the standards of § 2.2-4365, if available, or institute legal action as provided in § 2.2-4364, prior to receipt of the public body's decision on the claim, unless the public body fails to render such decision within the time specified in the contract or, if no time is specified, then within the time provided by subsection C. A failure of the public body to render a final decision within the time provided in subsection C shall be deemed a final decision denying the claim by the public body.
>
> E. The decision of the public body shall be final and conclusive unless the contractor appeals within six months of the date of the final decision on the claim by the public body by invoking administrative procedures meeting the standards of § 2.2-4365, if available, or in the alternative by instituting legal action as provided in § 2.2-4364.

**8. Appropriation Disclosure**. The School Board may terminate any contract if for any reason the Tazewell County Board of Supervisors, Tazewell, Virginia ("Board of Supervisors"), or other funding source fails to appropriate the funds to the School Board to pay for all or any portion of the contract at issue, it being understood by the parties that the School Board is subject to Virginia Code § 22.1-91 that prohibits a school board from expending or contracting to expend, in any fiscal year, any sum of money in excess of funds available for school purposes for that fiscal year without the consent of the governing body or bodies appropriating funds to the school board. Any party contracting with the School Board shall not perform work which would result in exceeding the amount appropriated for the contract except to the extent the Board of Supervisors has given its express consent under Virginia Code § 22.1-91. If funds are not appropriated or otherwise made available to support continuation of the performance of any contract by the School Board in a subsequent fiscal year, then the contract shall be cancelled and, to the extent permitted by law, the contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the materials and labor delivered under the contract.

**9. Child Abuse Prevention**. Pursuant to Virginia Code § 22.1-296.1, and except as qualified herein, all contractors that enter into any contract with the School Board that require the contractor or its employees to have direct contact with students on school property during regular school hours or during school-sponsored activities warrant and certify that the contractor and all

of its employees have not been convicted of any violent felony set forth in the definition of barrier crime in subsection A of Va. Code § 19.2-392.02 or any offense involving the sexual molestation, physical or sexual abuse, or rape of a child, or the solicitation of any such offense. Any individual making a materially false statement regarding any such offense is guilty of a Class 1 misdemeanor and, upon conviction, the fact of such conviction is grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services. School boards shall not be liable for materially false statements regarding the certifications required by this subsection. Any school board may award a contract for the provision of services that require the contractor or his employees to have direct contact with students on school property during regular school hours or during school-sponsored activities when any individual who provides such services has been convicted of any felony or crime of moral turpitude that is not set forth in the definition of barrier crime in subsection A of § 19.2-392.02 and does not involve the sexual molestation, physical or sexual abuse, or rape of a child, or the solicitation of any such offense, provided that in the case of a felony conviction, such individual has had his civil rights restored by the Governor.

With respect to all contracts for which the above applies, the contractor shall include in its subcontracts a provision that makes all subcontractors and lower-tier subcontractors subject to the requirements of Virginia Code § 22.1-296.1.

SHERWIN WILLIAMS

# Abb's Valley

## TAZEWELL COUNTY SCHOOL BOARD

June 25, 2025

Quote ID: 7885956
Quote Date: 6/18/2025
Quote Expiration: 8/10/2025

SHERWIN-WILLIAMS
3104 CUMBERLAND ROAD
BLUEFIELD, WV 24701 4924
(304) 327-6194

**Robert Williams**

**SALES- Sales Representative PC Multi- Segment**

1-540-818-9336

robbie.williams@sherwin.com

SHERWIN WILLIAMS

**ACCOUNT # 1005-8559-5**
**Abb's Valley**
**QUOTE # 7885956**
**VALID FROM: JUN 18, 2025 - AUG 10, 2025**

**PROJECT: Abb's Valley**

**Installation Address:** 506 JEFFERSONVILLE ST, TAZEWELL VA 246515396

| Area | Description | Color | Size | Sq. Ft. | Price/Sq. Ft. | Ext. Price | Tax % |
|---|---|---|---|---|---|---|---|
| Floor Carpet Tile | Philadelphia | Carbon Copy | 24"X24" | 1920 | $2.47 | $4,742.40 | |
| Floor VCT | Armstrong | Cool Gray | 12"X12" | 5040 | $1.94 | $9,777.60 | |
| Cove Base | Roppe | Black | 4"x120' | 8 | $96.74 | $773.92 | |

| Misc. Accessories / Labor Charges | Qty | Unit Price | Ext. Price | Tax % |
|---|---|---|---|---|
| Shaw 5000 | 3 | $127.46 | $382.38 | |
| S515 Adhesive | 7 | $112.91 | $790.37 | |
| Cove Base Adhesive | 18 | $6.89 | $124.02 | |
| Install Carpet Tile | 1794 | $1.50 | $2,691.00 | |
| Install VCT | 4806 | $1.25 | $6,007.50 | |
| Install Cove Base | 904 | $1.00 | $904.00 | |
| Optiseal | 2 | $249.88 | $499.76 | |
| Apply Optiseal | 1794 | $0.33 | $592.02 | |

**Subtotal:** $27,284.97

**Taxes:** $0.00

**Total:** $27,284.97

NOTICE: This quotation is not a contract. It is an estimate and excludes taxes and fees, which may vary. The pricing and recommendations represent confidential information and we request that it not to be copied or shared with others outside your company. Please refer to product data pages for surface prep, mixing and application instructions. Any orders placed pursuant to this quotation will be subject to The Sherwin-Williams Company Terms and Conditions of Sale, which are incorporated in full by this reference and are available at https://www.sherwin-williams.com/terms-and-conditions.

# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY): 04/17/2025

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**
Aon Risk Services Northeast, Inc.
Cleveland OH Office
950 Main Avenue
Suite 1600
Cleveland OH 44113 USA

**CONTACT NAME:**
**PHONE (A/C. No. Ext):** (866) 283-7122 **FAX (A/C. No.):** (800) 363-0105
**E-MAIL ADDRESS:**

| INSURER(S) AFFORDING COVERAGE | | NAIC # |
|---|---|---|
| INSURER A: | Old Republic Insurance Company | 24147 |
| INSURER B: | ACE American Insurance Company | 22667 |
| INSURER C: | ACE Fire Underwriters Insurance Co. | 20702 |
| INSURER D: | ACE Property & Casualty Insurance Co. | 20699 |
| INSURER E: | | |
| INSURER F: | | |

**INSURED**
The Sherwin-Williams Company
and its Subsidiaries & Businesses
101 W. Prospect Ave
Cleveland OH 44115 USA

**COVERAGES** **CERTIFICATE NUMBER:** 570112192449 **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.

Limits shown are as requested

| 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 / X OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>X POLICY / PRO-JECT / LOC<br>OTHER | | | MWZY318239<br>Products located below | 05/01/2025 | 05/01/2026 | 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 | $2,000,000<br>$2,000,000<br>$10,000<br>$2,000,000<br>$10,000,000 |
| A | AUTOMOBILE LIABILITY<br>X ANY AUTO<br>OWNED AUTOS ONLY / SCHEDULED AUTOS<br>HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY | | | MWTB-318238 | 05/01/2025 | 05/01/2026 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $7,500,000 |
| D | X UMBRELLA LIAB / X OCCUR<br>EXCESS LIAB / CLAIMS-MADE<br>DED / X RETENTION | | | XEUG27974983010<br>SIR applies per policy terms & conditions | 05/01/2025 | 05/01/2026 | EACH OCCURRENCE<br>AGGREGATE | $10,000,000<br>$10,000,000 |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N | N/A | WLRC72792750<br>WC - AOS | 05/01/2025 | 05/01/2026 | X PER STATUTE / OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE-EA EMPLOYEE<br>E.L. DISEASE-POLICY LIMIT | $2,000,000<br>$2,000,000<br>$2,000,000 |
| C | | | | SCFC72792762<br>WC - WI | 05/01/2025 | 05/01/2026 | | |
| A | Products Liability | | | MWZY318240<br>Products Liability (GL) | 05/01/2025 | 05/01/2026 | Occurrence<br>Aggregate | $5,000,000<br>$10,000,000 |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

Medical Expense coverage under General Liability policy applies where required by written contract. Evidence of Insurance.

**CERTIFICATE HOLDER**

The Sherwin-Williams Company
and Its Subsidiaries & Businesses
101 W. Prospect Avenue
Cleveland OH 44115 USA

**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

Aon Risk Services Northeast, Inc.

Holder Identifier :

Certificate No : 570112192449

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AGENCY CUSTOMER ID: 10570596

LOC #:

# ADDITIONAL REMARKS SCHEDULE



| AGENCY | NAMED INSURED |
|---|---|
| Aon Risk Services Northeast, Inc. | The Sherwin-Williams Company |
| POLICY NUMBER: See Certificate Number: 570112192449 | |
| CARRIER: See Certificate Number: 570112192449 / NAIC CODE | EFFECTIVE DATE |

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER | |
| INSURER | |
| INSURER | |
| INSURER | |

**ADDITIONAL POLICIES** If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YYYY) | POLICY EXPIRATION DATE (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| | OTHER | | | | | | | |
| B | Excess Workers Compensation | | | WCUC72792774<br>Excess WC<br>SIR applies per policy terms & conditions | 05/01/2025 | 05/01/2026 | EL Each Accident | $2,000,000 |
| | | | | | | | EL Disease - Policy | $2,000,000 |
| | | | | | | | EL Disease - Ea Empl | $2,000,000 |



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# Proposal



Cavalier Carpets Inc.

Cavalier Carpets Inc
8707 Seminole Trail
Ruckersville VA 22968
434-979-9308
434-974-9308

Proposal #: **4986**
SaleDate: **6/26/2025**
Next Install:
Sales Rep: **Steven Kirk**

SOLD TO:

**Tazewell County Public Schools**
**506 Jeffersonville Street**
**Tazewell , Va 24651**
**276-988-5511**

SHIPPED TO

**ABBS Valley Elementay School**
**7030 Abbs Road**
**Bluefield Va 24605**

| | MATERIALS | | QUANTITY | PRICE | TOTAL |
|---|---|---|---|---|---|
| 1 | Armstrong Imperial Texture 12 X 12 1/8 45sf/ct 24ct/pa-45.00 | Antique White | 5,900.00 SqFt | $2.45 | $14,455.00 |
| 2 | S-515 Adhesive 4gal | 4 gal pail | 9.00 Each | $146.96 | $1,322.64 |
| 3 | JOHN CB-40 4 in coil 080 BX 120' VINYL COVE BASE BLACK | Black base roll | 960.00 LnFt | $1.35 | $1,296.00 |
| 4 | POWERHOLD 5500 30oz CTG COVE BASE ADHESIVE | cove base adhesive | 24.00 Each | $9.64 | $231.36 |
| 6 | Carbon copy or Counter part | side kick | 2,160.00 SqFt | $3.49 | $7,538.40 |
| 7 | Lokworx Plus carpet tile adhesive | 4 gal pail | 3.00 Each | $190.00 | $570.00 |
| 8 | Ardex feather finish 10lb minimal floor prep | patch 10lb bag | 15.00 Each | $42.32 | $634.80 |

| | LABOR | QUANTITY | PRICE | TOTAL |
|---|---|---|---|---|
| 9 | VCT-INSTALL | 5,900.00 SqFt | $2.00 | $11,800.00 |
| 10 | CARPET-TILE | 2,160.00 SqFt | $2.00 | $4,320.00 |
| 11 | FLOOR PREP | 1.00 Each | $600.00 | $600.00 |
| 12 | FREIGHT AND FUEL | 1.00 Each | $2,500.00 | $2,500.00 |
| 13 | TRAVEL | 1.00 Each | $3,000.00 | $3,000.00 |

Comments: Mimimal floor prep if more is needed change order will be needed , included if demo needed will need change order aera to be clean and ready for installation, prices good for 30 days floors to be ready to lay and abatement company to have floors clean to acceept the adhesive will need to know the height of the quarry tile to floor for reducers to be used at bathrooms

| | |
|---|---|
| **SubTotal:** | **$48,268.20** |
| **Exempt:** | **$0.00** |
| **Total:** | **$48,268.20** |
| **Payments:** | **$0.00** |
| **Balance:** | **$48,268.20** |

**TAZEWELL COUNTY PUBLIC SCHOOLS**
**506 Jeffersonville Street**
**Tazewell, VA 24651**
**(276) 988-5511**

# REQUEST FOR PROPOSAL

| | |
|---|---|
| **RFP Number**: | **TCPS061925 ABVES Carpet and Tile** |
| **Title**: | Purchase and installation of new carpet and VCT tiles in eight (8) areas in Abbs Valley Elementary School |
| **RFP Issue / Posting Date**: | **June 19, 2025** |
| **Questions / Comments**: | Pursuant to Va. Code § 2.2-4316, questions and comments pertaining to this RFP may be submitted for consideration prior to the deadline for submitting proposals to: Cynthia Hurley, Finance Director, at clhurley@tcpsva.org or 276-988-5511. |
| **Mandatory Pre-Proposal Conference**: | **Wednesday, June 25, 2025, at _11:30 am_ a.m.**, Abbs Valley Elementary School, 7030 Abbs Valley Road, Bluefield, VA 24605. |
| **Proposal Submission Due Date**: | **Friday, July 4, 2025 at 12:00 am**<br>Pursuant to Va. Code § 2.2-4302.2, this date is at least ten (10) days after the posting of the public notice of this RFP. |
| **Proposal Submission Method**: | Proposals must be submitted electronically (via email) to clhurley@tcpsva.org in accordance with the instructions set forth below. |

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## PART A
## GENERAL TERMS OF SERVICES SOUGHT TO BE PROCURED

**1. Purpose**. This Request for Proposal ("RFP") is being issued by the School Board of Tazewell County, Virginia, doing business as Tazewell County Public Schools ("TCPS" or the "School Board"), under Virginia Code § 2.2-4302.2 (Process for Competitive Negotiation) for the purpose of purchasing carpet tiles and associated materials as outlined in Schedule A.

**2. General Description of Project**. TCPS has identified the need for carpet tiles to be purchased and installed at Abbs Valley Elementary School (the "Project"). **Schedule A** (Project Background Information), which is attached to this RFP and incorporated by reference into this RFP, provides additional background information regarding the Project. TCPS reserves the right to alter the Project from the contemplated construction and/or design at any time after the issuance of this RFP or resulting contract if TCPS determines, in its sole discretion, that such alteration is in the best interest of TCPS. TCPS also reserves the right to complete, at any time during the Project, any portion(s), phases(s), or aspect(s) of the Project itself or by using more than one offeror during any portion(s), phases(s), or aspect(s) of the Project. TCPS may exercise its rights hereunder without having to reissue an RFP.

**3. Selection Process**. For the purposes of selecting an offeror to provide the requested products and/or services, and in accordance with Virginia Code § 2.2-4302.2, an evaluation committee shall interview two or more offerors deemed fully qualified, responsible, and suitable on the basis of their initial responses and with emphasis on professional competence; however, the successful offeror for this RFP may be chosen based on the merits of the initial proposal. Interviews, if conducted, are anticipated to be conducted during the following week:

July 9-11, 2025

The amount of time allocated per interview will be determined based on the number of offerors invited, in the sole discretion of the committee. Follow-up interviews may also be held at the sole discretion of the committee. Every attempt will be made to notify offerors of the interview schedule on or before the following date:

July 8, 2025

**4. Oral Presentations**. Offerors submitting a proposal in response to this RFP may be required to make an oral presentation of the proposal in connection with the interview process. If an oral presentation is required, selected offerors will be notified when scheduling their respective interviews.

**5. Proposal Evaluation – Selection Factors**. Proposals will be evaluated using a numerical scoring system based on the criteria set forth in the Proposal Evaluation Form (including Proposal Evaluation Matrix), marked **Schedule B**, that is attached to this RFP and incorporated by reference into this RFP.

**6. Anti-Discrimination / Small Businesses, Etc**. In accordance with Virginia Code § 2.2-4310, in the solicitation or awarding of contracts, TCPS shall not discriminate against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, status as a service-disabled veteran, or any other basis prohibited by state law relating to discrimination in employment. In addition, TCPS has established a program consistent with Virginia Code § 2.2-4310 that facilitates the participation of small businesses, businesses owned by women, minorities, and service-disabled veterans, and employment services organizations in procurement transactions. Such businesses are encouraged to submit proposals.

**7. Faith-Based Organizations**. In accordance with Virginia Code § 2.2-4343.1, TCPS does not discriminate against faith-based organizations in procuring goods or services, or in making disbursements, under the Virginia Public Procurement Act.

**8. Right to Cancel RFP or Reject Proposal**. Pursuant to Virginia Code § 2.2-4319, TCPS reserves the right to cancel this RFP or reject any offer. TCPS shall not cancel this RFP or reject a proposal solely to avoid awarding a contract to a particular responsive and responsible offeror.

**9. Availability of Funds**. TCPS shall be bound under any contract that arises from this RFP only to the extent of the funds available or which may hereafter become available for the purpose of the contract. An offeror that enters into a contract with TCPS shall perform no work which would result in exceeding the amount appropriated for the contract unless the Board of Supervisors of Tazewell County, Virginia has given its express consent under Virginia Code § 22.1-91.

**10. Applicable Law / Jurisdiction / Venue**. Virginia law will control all aspects of this RFP, without reference to choice of law rules or principles. Any cause of action arising from, related to, or concerning in any way this RFP shall be filed and maintained solely in the courts of Tazewell County, Virginia, such courts to have sole and exclusive jurisdiction of any cause of action appropriately filed therein.

**11. Sovereign Immunity**. Nothing in this RFP is to be construed or interpreted as a waiver of any kind of any sovereign or other immunity of TCPS and its board members, officers, agents, and employees.

**12. Contract**. Pursuant to Va. Code § 2.2-4302.2, TCPS shall conduct negotiations with the selected offeror or offerors with the goal of entering into a contract or purchasing agreement that is satisfactory and advantageous to TCPS. The terms and conditions included in the contract shall be consistent with the terms and conditions of this RFP. The contract will also include terms and conditions, as agreed by TCPS and the selected offeror, that are customarily included in contracts used to procure the products and/or services contemplated under this RFP. In addition, the contract will include those terms and conditions set forth in the selected offeror's proposal that are acceptable to TCPS.

**13. Right to Multiple Awards.** TCPS reserves the right to award different persons or firms a separate contract for any phase(s), portion(s) or aspect(s) of this Project and may do so at any time during this Project; reject any and all proposals received; and to negotiate separately with any offeror at any time during this Project and in any manner necessary to serve the best interests of TCPS. Offerors whose proposals are not accepted will be notified in writing.

**14. Application / Interview Costs Non-Reimbursable.** TCPS will not be responsible for reimbursing any expenses incurred by an offeror in responding to this RFP, including without limitation any costs associated with preparing and submitting a proposal or in connection with the interview process.

**15. Submission of Additional Information by Offerors.** TCPS reserves the right to ask any offeror to submit information missing from its proposal, to clarify its proposal, and to submit additional information which TCPS deems necessary for purposes of evaluating the offeror's proposal.

## PART B
## PROPOSAL TERMS AND CONDITIONS

The following terms, and conditions apply to all offerors and proposals submitted in response to this RFP:

**1. Public Procurement.** The offeror and successful contractor shall comply with all applicable state and federal statutes and regulations, including without limitation the Virginia Public Procurement Act, Virginia Code § 2.2-4300 *et seq.*, that pertain to public procurement of the services sought to be procured under this RFP.

**2. Subcontractors.** Offerors shall identify all proposed subcontractors who will be furnishing services under the terms of this RFP. Subcontractors shall conform, in all respects, to the applicable provisions specified for the selected firm and shall further be subject to approval by TCPS.

**3. Certification Regarding Employees and Subcontractors.** Pursuant to Virginia Code § 22.1-296.1.E and F, as a condition of TCPS awarding a contract to provide services under this RFP that require the contractor or his employees to have direct contact with students on school property during regular school hours or during school-sponsored activities, the offeror that is awarded the contract shall be required to provide certification that all persons who will provide such services have not been convicted of any violent felony set forth in the definition of barrier crime in subsection A of § 19.2-392.02; any offense involving the sexual molestation, physical or sexual abuse, or rape of a child, or the solicitation of any such offense; or any crime of moral turpitude except as exempt under Va. Code § 22.1-296.1.G. and pre-approved in writing by TCPS. If, after making a certification as identified in this section, an employee of the contractor or any subcontractor or sub-subcontractor is arrested for, charged with, or convicted of any such offense, or becomes the subject of a child abuse investigation, the contractor shall notify the Superintendent as soon as practicable of the arrest, charge, conviction, or investigation. The

Superintendent reserves the right to exclude such employee from activities or locations that may involve contact between such employee and students or school employees, or to exclude such individual from school property entirely. The certification required pursuant to Virginia Code § 22.1-296.1.E and F shall be in the form of **Schedule C**, which is attached to this RFP and incorporated into this RFP by reference. Offerors should not submit a proposal unless they will be able to furnish the certification in the event a contract is awarded.

**4. Ethics in Public Contracting.** By submitting a proposal pursuant to this RFP, all offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks, gifts, or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, deposit of money, services or anything of more than nominal values present or promised, unless consideration of substantially equal or greater value was exchanged. Offerors otherwise certify that they have not engaged in any conduct with respect to this RFP that would give rise to a violation of Va. Code §§ 2.2-4371 and 4372, which state as follows:

> **§ 2.2-4371. Prohibition on solicitation or acceptance of gifts; gifts by bidders, offerors, contractor or subcontractors prohibited**
>
> A. No public employee having official responsibility for a procurement transaction shall solicit, demand, accept, or agree to accept from a bidder, offeror, contractor or subcontractor any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal or minimal value, present or promised, unless consideration of substantially equal or greater value is exchanged. The public body may recover the value of anything conveyed in violation of this subsection.
>
> B. No bidder, offeror, contractor or subcontractor shall confer upon any public employee having official responsibility for a procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is exchanged.
>
> **§ 2.2-4372. Kickbacks**
>
> A. No contractor or subcontractor shall demand or receive from any of his suppliers or his subcontractors, as an inducement for the award of a subcontract or order, any payment, loan, subscription, advance, deposit of money, services or anything, present or promised, unless consideration of substantially equal or greater value is exchanged.

B. No subcontractor or supplier shall make, or offer to make, kickbacks as described in this section.

C. No person shall demand or receive any payment, loan, subscription, advance, deposit of money, services or anything of value in return for an agreement not to compete on a public contract.

D. If a subcontractor or supplier makes a kickback or other prohibited payment as described in this section, the amount thereof shall be conclusively presumed to have been included in the price of the subcontract or order and ultimately borne by the public body and shall be recoverable from both the maker and recipient. Recovery from one offending party shall not preclude recovery from other offending parties.

The Offeror's Non-Solicitation / Non-Kickback Certification form, marked **Exhibit 3**, which is attached to this RFP and incorporated into this RFP by reference, must be submitted with the proposal.

**5. Anti-Discrimination / Small Businesses, Etc.** In accordance with Virginia Code § 2.2-4310, in the solicitation or awarding of contracts, TCPS shall not discriminate against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, status as a service-disabled veteran, or any other basis prohibited by state law relating to discrimination in employment. In awarding a contract for services to a small, women-owned, or minority-owned business that is certified in accordance with Virginia Code § 2.2-1606, or to a business identified by a public body as a service disabled veteran-owned business where the award is being made pursuant to an enhancement or remedial program as provided in subsection C, TCPS shall include in every such contract of more than $10,000, in accordance with Virginia Code § 2.2-4310, the following:

> If the contractor intends to subcontract work as part of its performance under this contract, the contractor shall include in the proposal a plan to subcontract to small, women-owned, minority-owned, and service-disabled veteran-owned businesses.

By submitting a proposal, offeror certifies to TCPS that if offeror's bid is accepted and offeror enters into a contract with TCPS, then offeror, as a contractor with TCPS, will conform to the provisions of the Federal Civil Rights Act of 1964 as amended, as well as the Virginia Fair Employment Act of 1975, as amended, where applicable, and Virginia Code § 2.2-4311, which provides:

> In every contract over $10,000.00, the provisions below apply:
>
> 1. During the performance of this contract, the Contractor agrees as follows:

A. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

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

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

2. The Contractor will include the provisions of the foregoing paragraphs A, B and C in every subcontract or purchase order over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

**6. Judgment Status**. By submitting a proposal, offeror certifies that neither offeror nor any or any officer, director or owner thereof has had judgments entered against him within the past ten years for the breach of contracts for governmental or nongovernmental construction, including, but not limited to, design-build or construction management. *See* Virginia Code § 2.2-4317. The foregoing certification is a requirement to submit a proposal. Offerors shall sign the Eligibility Certification, marked **Exhibit 4**, and submit it with the offeror's proposal.

**7. Criminal Conviction Status**. By submitting a proposal, offeror certifies that neither offeror nor or any officer, director, owner, project manager, procurement manager or chief financial official thereof has been convicted within the past ten years of a crime related to governmental or nongovernmental construction or contracting, including, but not limited to, a violation of (i) Article 6 (§ 2.2-4367 *et seq.*) of this chapter, (ii) the Virginia Governmental Frauds Act (§ 18.2-498.1 *et seq.*), (iii) Chapter 4.2 (§ 59.1-68.6 *et seq.*) of Title 59.1, or (iv) any substantially similar law of the United States or another state. *See* Virginia Code § 2.2-4317. The foregoing certification is a requirement to submit a proposal. Offerors shall sign the Eligibility Certification, marked **Exhibit 4**, and submit it with the offeror's proposal.

**8. Debarment Status**. By submitting a proposal, offeror certifies that neither offeror nor any officer, director, nor owner thereof is currently debarred pursuant to an established debarment procedure from bidding or contracting by any public body or agency of any state or the federal government. *See* Virginia Code § 2.2-4317. The foregoing certification is a

requirement to submit a proposal. Offerors shall sign the Eligibility Certification, marked **Exhibit 4**, and submit it with the offeror's proposal.

**9. Trade Secrets / Proprietary Information**. Pursuant to Virginia Code § 2.2-4342, trade secrets or proprietary information submitted by an offeror in connection with this RFP shall not be subject to the Virginia Freedom of Information Act (§ 2.2-3700 *et seq.*); however, the offeror shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary. Any claims of trade secrets or proprietary information submitted by an offeror must be expressly stated in CAPS and in **BOLD**. The offeror must conspicuously identify the specific data or other materials to be protected.

**10. Authority to Transact Business**. Pursuant to Virginia Code § 2.2-4311.2, an offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its proposal the identification number issued to it by the State Corporation Commission. Any offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized.

## PART C
## CONTRACTUAL TERMS AND CONDITIONS

The following contractual terms and conditions will be deemed included by reference in any contract that is awarded under this RFP:

**1. Compliance with Procurement Laws**. The successful contractor shall comply with all applicable state and federal statutes and regulations, including without limitation the Virginia Public Procurement Act, Virginia Code § 2.2-4300 *et seq.*, that pertain to public procurement of the services sought to be procured under this RFP. Such laws include without limitation those set forth or otherwise described in this RFP. In addition, to the extent that any applicable law requires the contract to include any term or condition, such term or condition shall be deemed included in the contract whether or not expressly set forth therein.

**2. Statutorily Required Terms and Conditions**. The Statutory Terms and Condition, marked as **Schedule D**, which is attached to this RFP and incorporated into the RFP by reference, shall be included in any contract awarded under this RFP.

**3. No Smoking**. Smoking in all School Board schools and other buildings is strictly prohibited. TCPS may designate a smoking area outside of any building or facility. Contractors and their employees may only use those designated smoking areas. Certain locations may be entirely smoke free, both inside and outside. Failure to adhere to TCPS's "No Smoking" policies may lead to removal of contractor employees from School Board property and possible termination of any contract awarded under this RFP.

4. **Confidentiality**. Contractors under contract with TCPS, as well as employees of such contractors, shall not access or attempt to access information and data that is unrelated to the services being provided. If any confidential information is provided by the School Board to the contractor or its employees, the contractor agrees that any such confidential information shall not be shared with or divulged to third-parties at any time, whether during the term of a contract of thereafter, except as expressly authorized by applicable law or with the express written consent of the School Board.

5. **TCPS Project Administration**. The extent and character of the work to be accomplished by the offeror awarded the contract shall be subject to the general control and approval of the TCPS Superintendent or authorized TCPS representative designated by TCPS. Such offeror shall only comply with requests and/or orders issued by TCPS's authorized representatives.

6. **Contracted Offeror Indemnification Obligation**. Any contracted offeror will, to the fullest extent allowed under applicable law, indemnify, defend and hold harmless TCPS, its board members, officers, agents, and employees against any and all claims, liabilities, damages, costs, and expenses, including without limitation reasonable fees of attorneys and other professionals, arising out of or resulting from any and all injuries or death to persons or damage to property (real or personal) by reasons of services provided or the acts or omissions of the offeror, its employees, agents, consultants, subcontractors, and lower tier sub-subcontractors in the provision of its services under the contract for the project that is the subject of this RFP. In addition, any contracted offeror will, to the fullest extent allowed under applicable law, indemnify, defend and hold harmless TCPS, its board members, officers, agents, and employees against any and all claims, liabilities, damages, costs, and expenses, including without limitation reasonable fees of attorneys and other professionals, arising out of or resulting from contracted offeror's infringement of any patents, copyrights, trade secrets, or similar intellectual property rights in the provision of its services under the contract for the project that is the subject of this RFP.

7. **Insurance**. The successful offeror providing construction services (if applicable to this Project) shall provide, prior to issuance of a contract, a Certificate of Insurance validating insurance in force meeting the following minimums involving only satisfactorily rated companies, as determined in the sole discretion of the School Board, licensed to do business in Virginia with provision to ensure at least ten (10) days prior written notification to TCPS before any cancellation of insurance:

a. Workers' Compensation: Worker's compensation insurance with coverage and limits as required by applicable law.

b. Automobile Liability: Automobile liability insurance covering vehicles owned, and non-owned vehicles used, by contractor, with combined single policy limits of not less than One Million Dollars ($1,000,000.00), for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

c. Commercial General Liability. Commercial general liability insurance for the Project written on an occurrence form with policy limits of not less than Two Million Dollars ($1,000,000.00) each occurrence, Two Million Dollars ($2,000,000.00) general aggregate, providing coverage for claims including:

(1) damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
(2) personal injury and advertising injury;
(3) damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
(4) contractor's indemnity obligations under the contract

d. Professional Liability: Professional liability insurance covering errors and omissions with minimum coverage limits of One Million Dollar ($1,000,000.00) per occurrence, and Two Million Dollars ($2,000,000.00) aggregate.

e. Umbrella. Umbrella or Excess Liability Insurance with coverage limits of not less than $2 million per occurrence, $4 million aggregate; coverage to be as broad as primary.

**8. Applicable Law / Jurisdiction / Venue**. Virginia law will control as to all aspects of any contract awarded under this RFP, without reference to choice of law rules or principles. Any cause of action arising from, related to, or concerning in any way any contract awarded under this RFP shall be filed and maintained solely in the courts of Tazewell County, Virginia, such courts to have sole and exclusive jurisdiction of any cause of action appropriately filed therein.

**9. Sovereign Immunity**. Nothing in any contract awarded under this RFP is to be construed or interpreted as a waiver of any kind of any sovereign or other immunity of TCPS and its board members, officers, agents, and employees.

**10. Subcontractors Bound**. All subcontractors of an offeror awarded a contract under this RFP, as well as lower tier sub-subcontractor of such subcontractors, shall be bound to all terms and conditions that apply to the offeror. Offeror shall include in its subcontracts with subcontractors such terms and provisions that bind the subcontractors, as well as lower-tier sub-subcontractors, to all terms and conditions of the contract to the full extent that the offeror is bound to TCPS.

## PART D
## GENERAL INSTRUCTIONS FOR PROPOSAL SUBMISSIONS

1. Proposals, including **Exhibit 1** (Offeror Information), **Exhibit 2** (Reference List), **Exhibit 3** (Offeror's Non-Solicitation / Non-Kickback Certification), and **Exhibit 4** (Offeror Eligibility Certification), must be submitted electronically (via email) to clhurley@tcpsva.org.

2. Proposals, including the email that transmits the proposal, must be conspicuously marked with the RFP Number.

3. The transmittal email should not include attachments that are of such a size to prevent the email from being received. The transmittal email should include a link to download pertinent documents.

4. Proposals must be received by TCPS on or before the 11:59 p.m. of the Proposal Submission Due Date set forth above. **LATE PROPOSALS WILL NOT BE ACCEPTED.**

5. TCPS reserves the right to accept or reject, in whole or part, any and all proposals received and to waive informalities.

6. Proposals shall be binding for a minimum of ninety (90) days following the proposal opening date.

7. Each offeror is required to state in the offeror's proposal the name and place of residence and the names of all persons interested with the offeror and, if a corporation, the names of officers. References shall be furnished to establish the experience, skill and business standing of the offeror.

8. In addition to all other information required to be submitted with a proposal, each offeror is required to complete and submit in all respects **Exhibits 1-4** in the form attached hereto as part of its proposal.

9. All proposals shall provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP. Emphasis should be on completeness and clarity of content.

10. Offerors should brief in their responses, but enclose all information contemplated by this RFP. The inclusion of extraneous information not pertinent to the basic purpose of the response is discouraged.

## PART E
## PROPOSAL CONTENTS

In addition to any information required to be submitted as set forth in the preceding provisions of this RFP, proposals must include the following information:

**1. Credentials of Project Team**. Provide a brief history of the offeror, including its locations, years in practice, types of projects routinely handled, and similar information that would be helpful to TCPS in evaluating the offeror's qualifications. Provide credentials of employees who the offeror anticipates would work on this Project for TCPS if a contract or purchase order is awarded to the offeror. If the offeror intends to use subcontractors, provide the foregoing information for each subcontractor.

**2. Rates / Fees / Expenses**. Provide hourly rates and other fees for all employees who might work on the Project if a contract or purchase order is awarded to the offeror. Also provide

other expenses that the offeror would anticipate to include on invoices issued by the offeror to bill for services it may provide if a contract is awarded to the offeror. If the offeror intends to use subcontractors, provide the foregoing information for each subcontractor.

**3. Management Skills and Technical Experience**. Provide a brief summary of overall experience of the offeror, including similar projects. Provide a brief summary of the experience of employees who offeror anticipates would work on this project for TCPS if a contract or purchase order is awarded to offeror, including specifically any similar projects.

**4. Prior Claims**. Provide a list of all professional malpractice claims asserted against offeror in the past five (5) years, and state the status or disposition of the claim (e.g., settled, dismissed, judgment entered). If the offeror intends to use subcontractors, provide the foregoing information for each subcontractor.

**5. Project Methodology and Quality Control**. Give examples of similar (PREK-12) school projects completed by offeror within the Commonwealth of Virginia, especially during the past five (5) years. If this project is a construction related project, explain how the offeror plans to pursue project delivery in relation to developing and achieving design and construction project schedules with reasonable cost control. Provide a brief description of past projects completed by the offeror, including a list of any special features that may be relevant to the project that is the subject of this RFP. Also, and with respect to similar projects, describe how the owner-approved budget for the project compared to the final cost for the project.

**6. Capability of Timely Response**. Provide the distance from the offeror's office to TCPS's Administration office and each project site in miles and driving time. Describe the offeror's information technology capability for communications and responsiveness for providing design services, administering the project, providing warranty and/or maintenance services or other service work in relation to this Project.

**7. References**. Provide references for similar projects. Include all contact information and a description of the associated project. Also include a full disclosure of any personal, social, family or economic or financial connection or relationship with any listed reference. References must be listed on **Exhibit 2** or a substantially equivalent form.

**8. Conflict of Interest Disclosure**. To help avoid any potential conflict of interest or the appearance of a conflict of interest, the offeror shall fully disclose the name of any of the offeror's directors, officers, members, partners, and employees, as well as those of any subcontractor intended to be used by offer, who have a personal, social, family, or business, financial, or economic relationship with any board member or employee of TCPS or any board member or employee of the County of Tazewell, Virginia. Offeror shall also fully disclose the name of any employee of TCPS known to offeror who would not be allowed to participate in the transaction contemplated by this RFP under Va. Code § 2.2-4369, which states as follows:

> Except as may be specifically allowed by subdivisions B 1, 2, and 3 of § 2.2-3112, no public employee having official responsibility

for a procurement transaction shall participate in that transaction on behalf of the public body when the employee knows that:

1. The employee is contemporaneously employed by a bidder, offeror or contractor involved in the procurement transaction;

2. The employee, the employee's partner, or any member of the employee's immediate family holds a position with a bidder, offeror or contractor such as an officer, director, trustee, partner or the like, or is employed in a capacity involving personal and substantial participation in the procurement transaction, or owns or controls an interest of more than five percent;

3. The employee, the employee's partner, or any member of the employee's immediate family has a pecuniary interest arising from the procurement transaction; or

4. The employee, the employee's partner, or any member of the employee's immediate family is negotiating, or has an arrangement concerning, prospective employment with a bidder, offeror or contractor.

# EXHIBIT 1

## OFFEROR INFORMATION

| | |
|---|---|
| RFP No.: | **TCPS061925 ABVES Carpet and Tile** |
| Offeror Name: | Cavalier Carpets Inc. |
| Offeror Address: | 8707 Seminole Trail<br>Ruckersville Va. 22968 |
| Telephone: | 434-979-9308 office 434-825-5254 cell |
| Email: | steve.kirk@cavcarpets.com |
| VA SCC Identifier No.: | 20-1960559 |
| Distance (in miles) from 506 Jeffersonville Street Tazewell, VA 24651: | 239 miles |
| Name & Title of Offeror Representative Submitting Proposal: | Steven A. Kirk |
| Signature: | Steven A. Kirk |
| Date: | |

# EXHIBIT 2

## REFERENCE LIST

The offeror is required to state and describe in the space provided below the work of a character similar to that sought to be procured in the RFP has been previously performed, and to give references and full contact information and such other information as will enable TCPS to evaluate the responsibility, experience, skill and financial standing of the offeror. Proposals from offerors lacking substantial and credible experience in the particular type of work sought to be procured under the RFP will not be considered.

PVCC
501 College Dr. Charlottesville VC 22902
434-961-5498 Kim MacManus

UVA Facilites Management
575 Alderman Rd. Charlottesville VC 22904
Adam Gragg
434-243-0766

Danville Public Schools
501 Newton Street 24543
Michael Mavay
434-799-6481

# EXHIBIT 3

## OFFEROR' S NON-SOLICITATION NON-KICKBACK CERTIFICATION

The undersigned offeror, by and through the offeror's duly authorized agent that executes this Certification below, hereby certifies on a continuing basis that if the contract is awarded to offeror, that no member of the School Board of Tazewell County, Virginia, or other member of any elected governing body of Tazewell County, Virginia, or any member of their respective immediate families, including spouse, parents, or children, or any person representing or purporting to represent any member of any elected governing body of Tazewell County, Virginia, has received or has been promised, directly or indirectly, any financial benefit, by way of gift, kickback, fee, commission, finder's fee, political contribution, or any similar form of remuneration on account of the acts of awarding and/or executing the contract.

Signature: Alwin G. Yoder

Name: Cavalier Carpets Inc.

Title: Project Estimator/office manager

Offeror Name: Cavalier Carpets Inc.

Date: _____

# EXHIBIT 4

## OFFEROR' S ELIGIBILITY CERTIFICATION

The undersigned offeror, by and through the offeror's duly authorized agent that executes this Certification below, hereby certifies the following on a continuing basis with respect to its proposal and any contract that may be awarded:

(i) Neither offeror nor any officer, director or owner thereof has had judgments entered against said entity or individual within the past ten years for the breach of contracts for governmental or nongovernmental construction, including, but not limited to, design-build or construction management;

(ii) Neither offeror not any officer, director, owner, project manager, procurement manager or chief financial official thereof has been convicted within the past ten years of a crime related to governmental or nongovernmental construction or contracting, including, but not limited to, a violation of (i) Article 6 (§ 2.2-4367 *et seq.*) of this chapter, (ii) the Virginia Governmental Frauds Act (§ 18.2-498.1 *et seq.*), (iii) Chapter 4.2 (§ 59.1-68.6 *et seq.*) of Title 59.1, or (iv) any substantially similar law of the United States or another state; and

(iii) neither offeror nor any officer, director, or owner thereof is currently debarred pursuant to an established debarment procedure from bidding or contracting by any public body or agency of any state or the federal government.

Signature: Steven G. Kirk

Name: Steven Kirk

Title: Project Estimator/Office Manager

Offeror Name: Cavalier Carpets Inc.

Date: _____

# SCHEDULE A

## TCPS –TCPS061925 ABVES Carpet and Tile PROJECT

## PROJECT INFORMATION

TCPS is seeking a qualified vendor to supply and install new carpet and VCT tiles in eight (8) areas in Abbs Valley Elementary School:

| | |
|---|---|
| Principal's Office | 12x14 |
| Library | 28x40 |
| Teachers' Lounge | 28x24 |
| Classroom #3 | 28x32 |
| Classroom #6 | 28x32 |
| Classroom #18 | 40x26 |
| Classroom #19 | 40x26 |
| Classroom #20 | 28x40 |

Approximate square footage = 6,960

The successful offeror is responsible for verifying the square footage and amount of materials needed. The specific materials requested are outlined below.

**School Information**

- **School** Abbs Valley Elementary School
- **Year built** - 1963
- **Lead paint** (not known to have been previously detected, but may be present)
- **Asbestos** is known to be present. Previously installed carpet and tile will be removed and asbestos abated prior to the installation of new materials. All known information related to the asbestos in the school and/or this project will be available for review at the mandatory pre-proposal meeting.

**Materials and Labor**

Materials requested in sufficient quantity to complete the above referenced project. It is the offerors responsibility to verify the square footage and amounts necessary to complete the projects. Measurements can be verified at the mandatory pre-proposal meeting:

- Shaw 5000 Carpet Tile Adhesive
- Philadelphia Commercial - Carbon Copy/Counterpart - Solution Dyed Nylon 24x24 Carpet Tile, **Color TBD**
- Cove Base Adhesive
- H430 Clearpro VCT Adhesive
- Armstrong Standard VCT, **Color TBD**
- Tarkett 4" Cove Base with Shoe for all rooms in the project
- Labor to install above referenced materials in the identified areas. Be sure to include the cost per hour for all anticipated employees; however, the labor quote is to be one overall quote.

**Other Terms and Conditions**

Please provide all necessary terms and conditions that apply to your offer, including but not limited to work schedule limitations (days or times that your crews would not be available), etc.

To request additional information or clarifications contact: Cynthia Hurley, Finance Director, at clhurley@tcpsva.org or 276-988-5511.

*CONFIDENTIAL*

**SCHEDULE B**

SCORE: _____

**PROPOSAL EVALUATION FORM**

**Tazewell County Public Schools**

**RFP Number**: **TCPS061925 ABVES Carpet and Tile**

**Project Description**: TCPS is seeking a qualified vendor to supply and install new carpet and VCT tiles in eight (8) areas in Abbs Valley Elementary School:

**Offeror**: Cavalier Carpets Inc.

**Evaluation Committee**:

Name / Title / Department: Steven Kirk Project Estimator

Name / Title / Department: _____

Name / Title / Department: _____

Name / Title / Department: _____

Name / Title / Department: _____

Name / Title / Department: _____

**PROPOSAL EVALUATION MATRIX**

**RFP No. TCPS061925 ABVES Carpet and Tile**

**Evaluator:**_____ **Date:**_____

| Criteria No. | Description | Max. Point Score | Total Score | Notes |
|---|---|---|---|---|
| 1. | Credentials of project team | 15 | | |
| 2. | Management skills and technical expertise. | 10 | | |
| 3. | Project methodology and quality control. | 10 | | |
| 4. | Past Performance (Virginia K-12 projects). | 10 | | |
| 5. | Overall clarity, quality and completeness of proposal. | 15 | | |
| 6. | References/Experience/Claims | 10 | | |
| 7. | Capability of timely response. (Proximity to offeror's office to TCPS Administration office and project site (driving time), information technology capability for communications and responsiveness. | 10 | | |
| 8. | a. Product quality<br>b. Timeline for delivery and installation<br>c. Overall cost | 20 | | |
| 8. | Subtotal | 100 | | |
| 9. | Oral Presentation/interview (short-listed firms) is / is not applicable to this project:<br>a. Articulates vision for Project.<br>b. Identifies potential issues that could reasonably be expected to arise when completing projects of this nature and articulates proposed cost-effective remedies.<br>c. Articulates what makes them the most qualified candidate for this project. | 100 | | |
| 10. | Total | 200 | | |

**Additional Notes:** _____

# SCHEDULE C

## TCPS – TCPS061925 ABVES Carpet and Tile PROJECT

## VA. CODE § 22.1-296.1 CERTIFICATION

The undersigned contractor, by and through the contractor's duly authorized agent that executes this Certification below, hereby certifies on a continuing basis that, with respect to its employees and any other individuals that will provide services on the above-referenced Project through the undersigned contractor, no such employee or individual has been convicted of any violent felony set forth in the definition of barrier crime in subsection A of Va. Code § 19.2-392.02; any offense involving the sexual molestation, physical or sexual abuse, or rape of a child, or the solicitation of any such offense; or any crime of moral turpitude (except crimes of moral turpitude exempted under Va. Code § 22.1-296.1.G approved in writing by the School Board of Tazewell County, Virginia, prior to execution of this Certification).

Signature: Steven C. Kirk

Name: Steven Kirk

Title: Project Estimator / Office Manager

Contractor Name: Cavalier Carpets Inc.

Date: _____

# SCHEDULE D

## STATUTORY TERMS AND CONDITIONS

The terms and conditions set forth below are required under the Virginia Public Procurement Act, Va. Code § 2.2-433 *et seq.* and other statutes of the Code of Virginia to be included in contracts entered into by the School Board for goods and services provided within the Commonwealth of Virginia. The terms and conditions are incorporated into all such contracts by reference along with any other statutorily required provisions, including any that may not be set forth below.

**1. Anti-Discrimination**. Pursuant to Virginia Code § 2.2-4311, the following provision is included in every contract of more than $10,000.00 in which the School Board is a party:

> 1. During the performance of this contract, the contractor agrees as follows:
>
> a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
>
> b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
>
> c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
>
> 2. The contractor will include the provisions of the foregoing paragraphs a, b and c in every subcontract or purchase order of over $ 10,000, so that the provisions will be binding upon each subcontractor or vendor.

**2. Unauthorized Aliens**. Pursuant to Virginia Code § 2.2-4311.1, the following provision is included in every contract in which the School Board is a party:

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

**3. Authority to Transact Business.** Pursuant to Virginia Code § 2.2-4311.2, the following provision is included in every contract in which the School Board is a party:

The contractor, if it is organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership, represents and warrants that it is authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law. If the contractor is required by law to be authorized to transact business in the Commonwealth of Virginia in order to enter into a contract with the School Board, then it shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth of Virginia, if so required under Title 13.1 or Title 50 of the Code of Virginia, to be revoked or cancelled at any time during the term of the contract. The School Board may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this Agreement if the contractor fails to remain in compliance with Virginia Code § 2.2-4311.2.

**4. Drug-Free Workplace.** Pursuant to Virginia Code § 2.2-4312, the following provision is included in every contract of more than $10,000.00 in which the School Board is a party:

During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

**5. Worker's Compensation Insurance**. Pursuant to Virginia Code § 2.2-4332, the following shall apply:

A. No contractor shall perform any work on a construction project of a department, agency or institution of the Commonwealth or any of its political subdivisions unless he (i) has obtained, and continues to maintain for the duration of the work, workers' compensation coverage required pursuant to the provisions of Chapter 8 (§ 65.2-800 *et seq.*) of Title 65.2 and (ii) provides prior to the award of contract, on a form furnished by the department, agency, or institution of the Commonwealth or political subdivision thereof, evidence of such coverage.

B. The Department of General Services shall provide the form to such departments, agencies, institutions, and political subdivisions. Failure of a department, agency, institution or political subdivision to provide the form prior to the award of contract shall waive the requirements of clause (ii) of subsection A.

C. No subcontractor shall perform any work on a construction project of a department, agency or institution of the Commonwealth unless he has obtained, and continues to maintain for the duration of such work, workers' compensation coverage required pursuant to the provisions of Chapter 8 (§ 65.2-800 *et seq.*) of Title 65.2.

**5. Escrow Accounts for Retainage**. Pursuant to Virginia Code § 2.2-4334, the following provision is included in any contract of $200,000 or more for construction of highways, roads, streets, bridges, parking lots, demolition, clearing, grading, excavating, paving, pile driving miscellaneous drainage structures, and the installation of water, gas, sewer lines and pumping stations where portions of the contract price are to be retained:

In the event the contractor elected to use an escrow account procedure for utilization of the School Board's retainage funds by so indicating on the escrow agreement form included with the Bid Proposal documents (including the unsigned version of this Agreement), if applicable, then in such event the contractor shall submit the form to the School Board within fifteen (15) calendar

days after notification of acceptance of the contractor's bid. If the escrow agreement form is not submitted to the School Board within the fifteen-day period, then the contractor shall forfeit its rights to the use of the escrow account procedure.

**6. <u>Payment to Subcontractors</u>**. Pursuant to Virginia Code § 2.2-4354, the following provision is included in every contract in which the School Board is a party:

1. For all construction contracts with the School Board, in the event that the contractor has not received payment from the School Board for work performed by a subcontractor under such contract, the contractor is nevertheless liable for the entire amount owed to such subcontractor and the contractor shall pay such subcontractor within sixty (60) days of the receipt of an invoice following satisfactory completion of the work for which the subcontractor has invoiced. Such contractor shall not be liable for amounts otherwise reducible due to the subcontractor's noncompliance with the terms of the contract. However, in the event that the contractor withholds all or a part of the amount invoiced by the subcontractor under the terms of the contract, the contractor shall notify the subcontractor within fifty (50) days of the receipt of such invoice, in writing, of the contractor's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment, specifically identifying the contractual noncompliance, the dollar amount being withheld, and the lower-tier subcontractor responsible for the contractual noncompliance. Payment by the party contracting with the contractor shall not be a condition precedent to payment to any lower-tier subcontractor, regardless of that contractor's receiving payment for amounts owed to that contractor. Any provision in a construction contract contrary to this section shall be unenforceable. Nothing in this subdivision shall be construed to (i) apply to or prohibit the inclusion of any retainage provisions in a construction contract or (ii) apply to contracts awarded solely for professional services as that term is defined in Va. Code § 2.2-4301 where the public body is contracting directly with an architectural and engineering firm.

2. Within seven (7) days of after receipt of amounts paid by the Owner to the Contractor for work that was performed by a subcontractor, the Contractor shall take one of the following two (2) actions:

a. Pay the subcontractor for the proportionate share of the total payment received from the agency attributable to the work performed by the subcontractor under that contract; or

b. Notify the agency and subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

3. The Contractor, if an individual, shall provide his or her social security number. The Contractor, if a proprietorship, partnership, limited liability company, limited liability partnership, or any other type of business entity, shall provide its federal employer identification number.

4. The Contractor shall be obligated to pay interest of any of its subcontractors on all amounts owed by the Contractor that remain unpaid after seven (7) days following receipt by the Contractor of payment from the Owner for work performed by the subcontractor under this Agreement, except for amounts withheld as allowed under subsection 2, above.

5. Unless otherwise provided under the terms of any contract with the School Board, interest shall accrue at the rate of one percent per month.

6. The Contractor shall require that its subcontractors include in each of their respective subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements set forth above with respect to each lower-tier subcontractor.

7. **Contractual Claims**. Pursuant to Virginia Code § 2.2-4363.B, the School Board's procedure for consideration of contractual claims shall be the procedure set forth in Virginia Code § 2.2-4363.C, which states as follows [the reference to the "public body" being the Owner under this Agreement]:

1. Contractual claims, whether for money or other relief, shall be submitted in writing no later than 60 days after receipt of final payment; however, written notice of the contractor's intention to file a claim shall be given at the time of the occurrence or at the beginning of the work upon which the claim is based.

2. No written decision denying a claim or addressing issues related to the claim shall be considered a denial of the claim unless the written decision is signed by the public body's chief administrative officer or his designee. The contractor may not institute legal action prior to receipt of the final written decision on the claim unless the public body fails to render a decision within 90 days of submission of the claim. Failure of the public body to

render a decision within 90 days shall not result in the contractor being awarded the relief claimed or in any other relief or penalty. The sole remedy for the public body's failure to render a decision within 90 days shall be the contractor's right to institute immediate legal action.

The School Board's procedure for consideration of contractual claims is subject to Virginia Code § 2.2-4363.D and § 2.2-4363.E, which state as follows:

> D. A contractor may not invoke administrative procedures meeting the standards of § 2.2-4365, if available, or institute legal action as provided in § 2.2-4364, prior to receipt of the public body's decision on the claim, unless the public body fails to render such decision within the time specified in the contract or, if no time is specified, then within the time provided by subsection C. A failure of the public body to render a final decision within the time provided in subsection C shall be deemed a final decision denying the claim by the public body.
>
> E. The decision of the public body shall be final and conclusive unless the contractor appeals within six months of the date of the final decision on the claim by the public body by invoking administrative procedures meeting the standards of § 2.2-4365, if available, or in the alternative by instituting legal action as provided in § 2.2-4364.

**8. Appropriation Disclosure**. The School Board may terminate any contract if for any reason the Tazewell County Board of Supervisors, Tazewell, Virginia ("Board of Supervisors"), or other funding source fails to appropriate the funds to the School Board to pay for all or any portion of the contract at issue, it being understood by the parties that the School Board is subject to Virginia Code § 22.1-91 that prohibits a school board from expending or contracting to expend, in any fiscal year, any sum of money in excess of funds available for school purposes for that fiscal year without the consent of the governing body or bodies appropriating funds to the school board. Any party contracting with the School Board shall not perform work which would result in exceeding the amount appropriated for the contract except to the extent the Board of Supervisors has given its express consent under Virginia Code § 22.1-91. If funds are not appropriated or otherwise made available to support continuation of the performance of any contract by the School Board in a subsequent fiscal year, then the contract shall be cancelled and, to the extent permitted by law, the contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the materials and labor delivered under the contract.

**9. Child Abuse Prevention**. Pursuant to Virginia Code § 22.1-296.1, and except as qualified herein, all contractors that enter into any contract with the School Board that require the contractor or its employees to have direct contact with students on school property during regular school hours or during school-sponsored activities warrant and certify that the contractor and all

of its employees have not been convicted of any violent felony set forth in the definition of barrier crime in subsection A of Va. Code § 19.2-392.02 or any offense involving the sexual molestation, physical or sexual abuse, or rape of a child, or the solicitation of any such offense. Any individual making a materially false statement regarding any such offense is guilty of a Class 1 misdemeanor and, upon conviction, the fact of such conviction is grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services. School boards shall not be liable for materially false statements regarding the certifications required by this subsection. Any school board may award a contract for the provision of services that require the contractor or his employees to have direct contact with students on school property during regular school hours or during school-sponsored activities when any individual who provides such services has been convicted of any felony or crime of moral turpitude that is not set forth in the definition of barrier crime in subsection A of § 19.2-392.02 and does not involve the sexual molestation, physical or sexual abuse, or rape of a child, or the solicitation of any such offense, provided that in the case of a felony conviction, such individual has had his civil rights restored by the Governor.

With respect to all contracts for which the above applies, the contractor shall include in its subcontracts a provision that makes all subcontractors and lower-tier subcontractors subject to the requirements of Virginia Code § 22.1-296.1.

Universal Service Administrative Co.

July 3, 2025

# Funding Commitment Decision Letter

**Funding Year 2025**

**Contact Information:**
Lyell Walker
TAZEWELL COUNTY SCHOOL DIST
506 Jeffersonville St
TAZEWELL, VA 24651
lwalker@e-ratecentral.com

**FCC Form 471:** 251015996

**BEN:** 126648
**Wave:** 11
**Application Nickname:** 25_Tazewell County Public Schools_C2

## Totals

| | |
|---|---|
| **Total Committed** | **$276,823.80** |

## What is in this letter?

**Thank you for submitting your application for Funding Year 2025 Schools and Libraries Program (E-rate) funding.** Attached to this letter, you will find the funding statuses for the FCC Form(s) 471, Services Ordered and Certification Form, that you submitted and referenced above.

The Universal Service Administrative Company (USAC) is sending this information to both the associated applicant(s) and the service provider(s) so that you can work together to complete the funding process.

## Next Steps

1. Work with your service provider(s) to determine if your bills will be discounted or if you will request reimbursement from USAC after paying the full cost for the services you receive.

2. Review the Children's Internet Protection Act (CIPA) requirements and file the FCC Form 486 (Service Confirmation and CIPA Certification Form). **The deadline to submit this form is 120 days from the date of this letter or from the service start date (whichever is later).**

3. Invoice USAC

- **If you (the applicant) are invoicing USAC:** You must pay your service provider(s) the full cost for the services you receive and file the FCC Form 472, the Billed Entity Applicant Reimbursement (BEAR) Form, to invoice USAC for reimbursement of the discounted amount.

- **If your service provider(s) is invoicing USAC:** The service provider(s) must provide services, bill the applicant for the non-discounted share, and file the FCC Form 474, the Service Provider Invoice (SPI) form, to invoice USAC for reimbursement for the discounted portion of costs. Every funding year, service providers must file an FCC Form 473, the Service Provider Annual Certification Form, to be able to submit invoices and to receive disbursements.

- **To receive an invoice deadline extension, the applicant or service** provider must request an extension on or before the last date to invoice. **If you anticipate, for any reason, that invoices cannot be filed on time,** USAC will grant a one-time, 120-day invoice deadline extension if timely requested.

# How to Appeal or Request a Waiver of a Decision

You can appeal or request a waiver of a decision in this letter **within 60 calendar days** of the date of this letter. Failure to meet this deadline will result in an automatic dismissal of your appeal or waiver request.

**Note:** The Federal Communications Commission (FCC) will not accept appeals of USAC decisions that have not first been appealed to USAC. However, if you are seeking a waiver of E-rate program rules, you must submit your request to the FCC and not to USAC. USAC is not able to waive the E-rate program rules.

- **To submit your appeal to USAC,** visit the Appeals section in the E-rate Productivity Center (EPC) and provide the required information. USAC will reply to your appeal submissions to confirm receipt. Visit USAC's website for additional information on submitting an appeal to USAC, including step-by-step instructions.

- **To request a waiver of the FCC's rules,** please submit it to the FCC in proceeding number CC Docket No. 02-6 using the Electronic Comment Filing System (ECFS). Include your contact information, a statement that your filing is a waiver request, identifying information, the FCC rule(s) for which you are seeking a waiver, a full description of the relevant facts that you believe support your waiver request and any related relief, and any supporting documentation.

For appeals to USAC or to the FCC, be sure to keep a copy of your entire appeal, including any correspondence and documentation, and provide a copy to the affected service provider(s).

# Obligation to Pay Non-Discount Portion

Applicants are required to pay the non-discount portion of the cost of the eligible products and/or services to their service providers. Service providers are required to bill applicants for the non-discount portion of costs for the eligible products and/or services. The FCC stated that requiring applicants to pay the non-discounted share of costs ensures efficiency and accountability in the program. If using the BEAR invoicing method, the applicant must pay the service provider in full (the non-discount plus discount portion) **before** seeking reimbursement from USAC. If using the SPI invoicing method, the service provider must first bill the applicant **before** invoicing USAC.

# Notice on Rules and Funds Availability

The applicants' receipt of funding commitments is contingent on their compliance with all statutory, regulatory, and procedural requirements of the Schools and Libraries Program and the FCC's rules. Applicants who have received funding commitments continue to be subject to audits and other reviews that USAC and/or the FCC may undertake to assure that committed funds are being used in accordance with such requirements. USAC may be required to reduce or cancel funding commitments that were not issued in accordance with such requirements, whether due to action or inaction of USAC, the applicant, or the service provider. USAC, and other appropriate authorities (including but not limited to the FCC), may pursue enforcement actions and other means of recourse to collect improperly disbursed funds.

# Funding Commitment Decision Overview

**Funding Year 2025**

## Application Comments for FCC Form 471: #251015996

The applicant did not submit any RAL corrections.

## Funding Commitment Decision Overview

| Funding Request Number (FRN) | Service Provider Name | Amount Requested | Amount Committed | Status |
|---|---|---|---|---|
| 2599051603 | Electronic Systems, Inc. | $60,513.20 | $60,513.20 | Funded |
| 2599051785 | Encore Technology Group LLC | $83,710.89 | $83,710.89 | Funded |
| 2599051804 | Encore Technology Group LLC | $132,599.71 | $132,599.71 | Funded |

| **FRN** | **Service Type** | **Status** |
|---|---|---|
| 2599051603 | Internal Connections | Funded |

| **Dollars Committed** | | | |
|---|---|---|---|
| **Monthly Cost** | | **One-time Cost** | |
| Months of Service | 12 | | |
| Total Eligible Recurring Charges | $0.00 | Total Eligible One Time Charges | $71,192.00 |
| Total Pre-discount Charges | | $71,192.00 | |
| **Discount Rate** | | **85.00%** | |
| **Committed Amount** | | **$60,513.20** | |

| **Dates** | |
|---|---|
| **Service Start Date** | **7/1/2025** |
| **Contract Expiration Date** | **9/30/2027** |
| Contract Award Date | 3/24/2025 |
| Service Delivery Deadline | 9/30/2026 |
| Expiration Date (All Extensions) | |

| **Service Provider and Contract Information** | |
|---|---|
| Service Provider | Electronic Systems, Inc. |
| SPIN (498ID) | 143004540 |
| Contract Number | |
| Account Number | |
| Establishing FCC Form 470 | 250023561 |

| **Consultant Information** | |
|---|---|
| Consultant Name | |
| Consultant's Employer | E-Rate Central |
| CRN | 16060891 |

**Funding Commitment Decision Comments**

MR1: The Type of Internal Connection for FRN Line Item 2599051603.002 was modified from Data Distribution to Module to agree with the applicant documentation. <><><><><> MR2: The Type of Product for FRN Line Item 2599051603.002 was modified from Switch to Module to agree with the applicant documentation. <><><><><> MR3: The Type of Internal Connection for FRN Line Item 2599051603.004 was modified from Module to Transceiver to agree with the applicant documentation. <><><><><> MR4: The Type of Product for FRN Line Item 2599051603.004 was modified from Module to Transceiver to agree with the applicant documentation. <><><><><> MR5: The Type of Internal Connection for FRN Line Item 2599051603.010 was modified from Data Protection to Wireless Data

Distribution to agree with the applicant documentation. <><><><><> MR6: The Type of Product for FRN Line Item 2599051603.010 was modified from UPS/ Battery Backup to Access Point to agree with the applicant documentation.

| **FRN** | **Service Type** | **Status** |
|---|---|---|
| 2599051785 | Internal Connections | Funded |

| **Dollars Committed** | | | |
|---|---|---|---|
| **Monthly Cost** | | **One-time Cost** | |
| Months of Service | 12 | | |
| Total Eligible Recurring Charges | $0.00 | Total Eligible One Time Charges | $98,483.40 |
| Total Pre-discount Charges | | $98,483.40 | |
| **Discount Rate** | | **85.00%** | |
| **Committed Amount** | | **$83,710.89** | |

| **Dates** | |
|---|---|
| **Service Start Date** | **7/1/2025** |
| **Contract Expiration Date** | **9/30/2027** |
| Contract Award Date | 3/24/2025 |
| Service Delivery Deadline | 9/30/2026 |
| Expiration Date (All Extensions) | |

| **Service Provider and Contract Information** | |
|---|---|
| Service Provider | Encore Technology Group LLC |
| SPIN (498ID) | 143037152 |
| Contract Number | |
| Account Number | |
| Establishing FCC Form 470 | 250023561 |

| **Consultant Information** | |
|---|---|
| Consultant Name | |
| Consultant's Employer | E-Rate Central |
| CRN | 16060891 |

**Funding Commitment Decision Comments**

MR1: Approved as submitted.

| **FRN** | **Service Type** | **Status** |
|---|---|---|
| 2599051804 | Internal Connections | Funded |

| **Dollars Committed** | | | |
|---|---|---|---|
| **Monthly Cost** | | **One-time Cost** | |
| Months of Service | 12 | | |
| Total Eligible Recurring Charges | $0.00 | Total Eligible One Time Charges | $155,999.66 |

| | |
|---|---|
| Total Pre-discount Charges | $155,999.66 |
| **Discount Rate** | **85.00%** |
| **Committed Amount** | **$132,599.71** |

| **Dates** | |
|---|---|
| **Service Start Date** | **7/1/2025** |
| **Contract Expiration Date** | **9/30/2027** |
| Contract Award Date | 3/24/2025 |
| Service Delivery Deadline | 9/30/2026 |
| Expiration Date (All Extensions) | |

| **Service Provider and Contract Information** | |
|---|---|
| Service Provider | Encore Technology Group LLC |
| SPIN (498ID) | 143037152 |
| Contract Number | |
| Account Number | |
| Establishing FCC Form 470 | 250023561 |

| **Consultant Information** | |
|---|---|
| Consultant Name | |
| Consultant's Employer | E-Rate Central |
| CRN | 16060891 |

**Funding Commitment Decision Comments**

MR1: The Type of Internal Connection for FRN Line Item 2599051804.004 was modified from Cabling/Connectors to Racks to agree with the applicant documentation. <><><><><> MR2: The Type of Product for FRN Line Item 2599051804.004 was modified from Connectors to Racks & Cabinets to agree with the applicant documentation. <><><><><> MR3: The Type of Internal Connection for FRN Line Item 2599051804.005 was modified from Cabling/ Connectors to Racks to agree with the applicant documentation. <><><><><> MR4: The Type of Product for FRN Line Item 2599051804.005 was modified from Connectors to Racks & Cabinets to agree with the applicant

documentation. <><><><><> MR5: The Type of Internal Connection for FRN Line Item 2599051804.010 was modified from Cabling/Connectors to Racks to agree with the applicant documentation. <><><><><> MR6: The Type of Product for FRN Line Item 2599051804.010 was modified from Connectors to Racks & Cabinets to agree with the applicant documentation. <><><><><> MR7: The Type of Internal Connection for FRN Line Item 2599051804.016 was modified from Cabling/Connectors to Racks to agree with the applicant documentation. <><><><><> MR8: The Type of Product for FRN Line Item 2599051804.016 was modified from Connectors to Racks & Cabinets to agree with the applicant documentation. <><><><><> MR9: The Type of Internal Connection for FRN Line Item 2599051804.017 was modified from Cabling/Connectors to Racks to agree with the applicant documentation. <><><><><> MR10: The Type of Product for FRN Line Item 2599051804.017 was modified from Connectors to Racks & Cabinets to agree with the applicant documentation. <><><><><> MR11: The Type of Internal Connection for FRN Line Item 2599051804.022 was modified from Cabling/Connectors to Racks to agree with the applicant documentation. <><><><><> MR12: The Type of Product for FRN Line Item 2599051804.022 was modified from Connectors to Racks & Cabinets to agree with the applicant documentation. <><><><><> MR13: The Type of Internal Connection for FRN Line Item 2599051804.026 was modified from Cabling/Connectors to Racks to agree with the applicant documentation. <><><><><> MR14: The Type of Product for FRN Line Item 2599051804.026 was modified from Connectors to Racks & Cabinets to agree with the applicant documentation. <><><><><> MR15: The Type of Internal Connection for FRN Line Item 2599051804.032 was modified from Cabling/Connectors to Racks to agree with the applicant documentation. <><><><><> MR16: The Type of Product for FRN Line Item 2599051804.032 was modified from Connectors to Racks & Cabinets to agree with the applicant documentation. <><><><><> MR17: The Type of Internal Connection for FRN Line Item 2599051804.033 was modified from Cabling/Connectors to Racks to agree with the applicant documentation. <><><><><> MR18: The Type of Product for FRN Line Item 2599051804.033 was modified from Connectors to Racks & Cabinets to agree with the applicant documentation.

# Tazewell County Public Schools
# Transportation Department



# Virginia Department of Motor Vehicles

- Type A School Bus
  - is approved for ALL student transportation. 16 passengers and above, this bus is National School Bus Yellow, it is equipped with student warning lights, a stop arm and crossing arm. A **CDL is required with a P and S endorsement**, ELDT is required, and the vehicle must meet FMVSS school bus standards and VDOE specifications.
  - is designed to carry 11-15 passengers, a CDL is not required however, a S endorsement is required on standard driver's license. Drivers should be trained per 8VAC20-70-350 VDOE school bus driver curriculum. The vehicle must meet FMVSS school bus standards and VDOE specification.

# Virginia Department of Motor Vehicles

- Type A Yellow School Bus
  - If vehicle is 10 passengers and below, a standard license with a S endorsement is required. Drivers should be trained per 8VAC20-70-350 VDOE school bus driver curriculum. Vehicle is not subject to FMVSS school bus standards or VDOE specification.

# Type A---Yellow Small School Bus



# Virginia Department of Education Multifunction School Activity Bus

- Activity bus is not school bus yellow:
  - Is not equipped with student warning lights, and is not equipped with a crossing arm or stop sign.
  - If the passenger capacity is 11-15 passengers a CDL is not required.
  - Use applicable VDOE MFSAB training and bus must meet FMVSS school bus standards and VDOE specifications.

# Multifunction School Activity Bus

- Before and after you drive, you must always perform a PRETRIP and a POST TRIP. The pre-trip will consist of inspecting the vehicle for any defects.
- The post trip will also consist of inspecting the vehicle for defects and give you the opportunity to check for sleeping passengers or forgotten items.
- Passenger safety is your priority. Assuring that all passengers are aware of emergency equipment and exits.
- Passenger conduct should also be addressed, prior to driving to avoid distracting behavior.

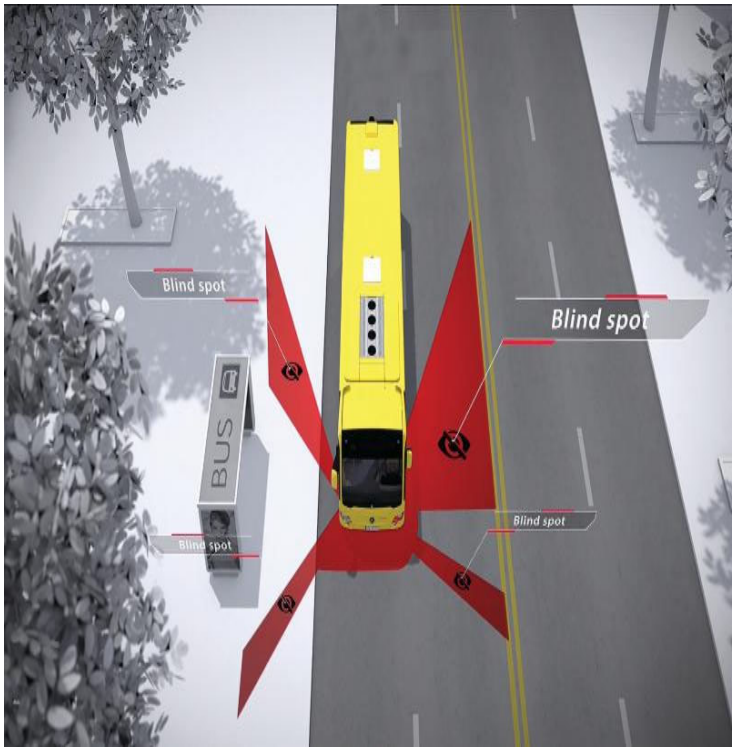
# Multifunction School Activity Bus



# Multifunction School Activity Bus

- Stay aware of your surroundings.
- Anticipate what other drivers may do.
- Stay focused, put away items that may cause a distraction, like a **cell phone**.
- Drive with caution and always allow yourself a way out of a bad situation.
- Follow the rules of the road and always expect the unexpected.

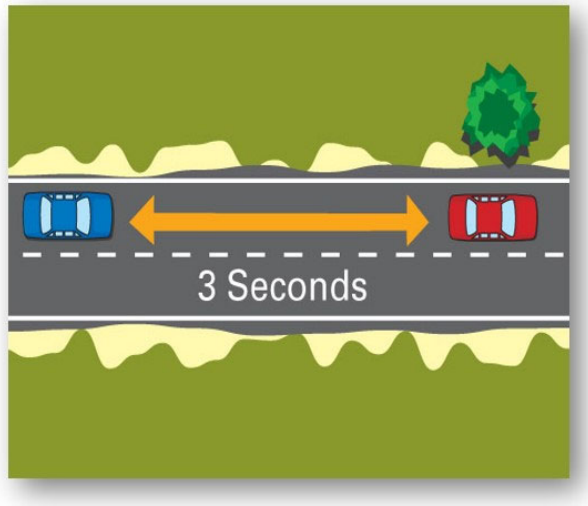
# Multifunction School Activity Bus






# Multifunction School Activity Bus

- Stopping distance consist of perception time, reaction distance and braking distance.
- **Perception time** is the time it takes you to recognize a hazard. **Reaction distance** is the distance the vehicle travels between the time you recognize a problem and the time you apply the brakes.
- **Braking distance** is the distance your vehicle travels after you apply the brakes
- Weather, visibility and speed will also play a role in stopping distance.



# Multifunction School Activity Bus

- Because you can not see everything behind your vehicle, you should avoid backing when possible. If you must back you should use mirrors and back slowly, turning towards the driver's side, whenever possible



# Multifunction School Activity Bus




KNOW YOUR BUS SIZE If your vehicle won't fit, don't commit! Before crossing, be sure there is space to completely clear the tracks without stopping. Trains overhang tracks. Leave at least 15 feet between the front and rear of your vehicle and the nearest rail. Never stop on the tracks. Track heights vary. If you drive a low clearance vehicle, be aware of raised crossings.

# Graham Small Multifunction Activity Bus



# Richlands Small Multifunction Activity Bus



# Tazewell Small Multifunction Activity Bus



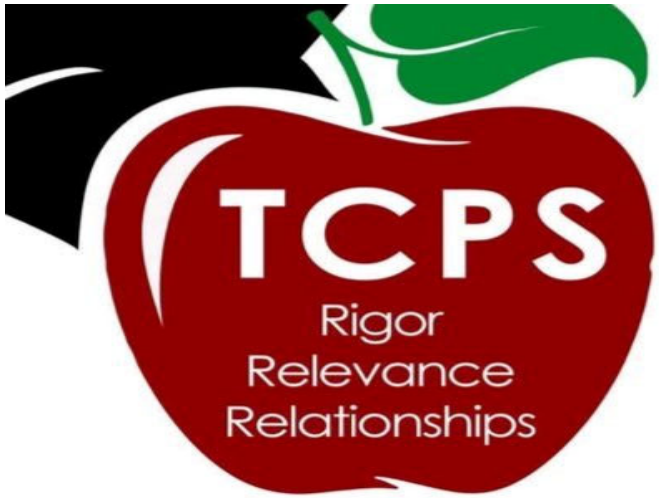
# Tazewell County Public Schools

- Requirements
  - Must be 21 years of age
  - TCPS Employee or Approved Volunteer Coach
  - Drivers Application
  - 2 Moral Character Statements
  - Drug and Alcohol Test
    - Random and Post Accident
  - DMV Driving Record (Yearly)
  - Physical (Yearly)
  - CPR / First Aid Certified
  - Complete 10 hours behind the wheel
    - With A CDL Instructor Trainer

TCPS
Rigor
Relevance
Relationships

# Tazewell County Public Schools

- Disqualify to drive Small Multifunction Activity Bus **(Fewer than 16 Occupants)**
  - 2 Citation for a Moving Violation in 12 months
  - Citation for DUI / DUID / DWI
  - Failed Drug / Alcohol Test
  - No DMV Driving Record provided
  - No Physical
  - No Current CPR / First Aid card



# Acronyms

- CDL----- Commercial Drivers License
- VDOE--- Virginia Department of Education
- MFSAB-- Multifunction School Activity Bus
- FMVSS –Federal Motor Vehicle Safety Standards
- ELDT ---- Entry Level Driver Training