

TAZEWELL COUNTY SCHOOL BOARD MEETING

Tazewell County Career and Technical Center – Student Center

August 12, 2024

Closed Session, 5:00 p.m. - Regular Session, 6:30 p.m.

AGENDA

- I. Call to Order, *Chris Moir, School Board Chair***
- II. Unscheduled Agenda Items**
- III. Approval of Agenda**
- IV. Closed Session, 5:00 p.m.**
 - A. Personnel, Section 2.2-3711 (A1)
 - B. Contracts, Section 2.2-3711 (A29)
 - C. Legal, Section 2.2-3711 (A7)
 - D. Property, Section 2.2-3711 (A3)
 - E. Students, Section 2.2-3711 (A2)
- Regular Session, 6:30 p.m.**
- V. Certification from Closed Session**
- VI. Moment of Silence**
- VII. Pledge of Allegiance**
- VIII. Consent Agenda**
 - A. Minutes of prior School Board meeting (ACTION) *July 8, 2024*
 - B. Monthly Claims – Accounts Payable (ACTION)
 - C. Personnel Recommendations from Closed Session – School Board Approval of Appointments, Long-term Substitutes, Resignations, Retirements, Transfers, and Reassignments (ACTION)
- IX. Recognitions and Instructional Focus**
 - A. Sophia Robinson – Sorenson Institute, *Joanne Young, Principal, Graham High School*
 - B. TCPS Custodian/Maintenance/Grounds Appreciation Day – September 4, 2024, *Deidra Hill, Deputy Superintendent*
 - C. Recognition of George Brown, *Dr. Chris Stacy, Division Superintendent*
 - D. Kindergarten Camp, *Melanie Lashinsky, Director of Elementary Education*
 - E. Summer School report, *Summer School Principals*
 - F. Update from the Administrative Professional Development Conference, *Deidra Hill, Deputy Superintendent*
- X. Hearing of Citizens**
- XI. Hearing of Employees**
- XII. Unfinished Business**
- XIII. New Business**

School Board Agenda
August 12, 2024

- A. Ratification of Poll Vote, *Chris Moir, School Board Chair* (ACTION)
- B. Division Superintendent's Contract, *Chris Moir, School Board Chair* (ACTION)
- C. Approval of bid for the installation of 16 split system HVAC units at Abbs Valley-Boissevain Elementary School, *Eugene Parkhurst, Manager of Buildings and Grounds* (ACTION)
- D. Approval of quote for modular buildings for Tazewell Intermediate School, *Eugene Parkhurst, Manager of Buildings and Grounds* (ACTION)
- E. Approval of Standards of Quality (SOQ) Compliance Report, *Dr. Chris Stacy, Division Superintendent* (ACTION)
- F. Approval of Appalachian Umpires Association (AUA) Agreement for baseball/softball, *James McGee, Director of Secondary Education* (ACTION)
- G. Approval to participate in continued activities of the Regional Alternative Education Projects for 2024-2025, *James McGee, Director of Secondary Education* (ACTION)
- H. Approval of the 2024-2025 Transportation Handbook, *Marcella Keene, Manager of Transportation* (ACTION)
- I. Approval of the 2024-2025 Crisis Management Plan, *Lt. Landon Hieatt, Tazewell County Sheriff's Office/School Safety Coordinator* (ACTION)
- J. Approval of proposed Policy Regulation changes, first read, *Jessica Cox, Director of Budget and Finance* (ACTION)
 - DI-R – Fixed Assets
 - DJ-R – Purchase Orders and Contracts
 - DJF-R – Business and Non-Instructional Operations
 - DLC-R – Personnel, Travel Allowances/Expenses
 - GCL-R – Personnel, Travel Allowances/Expenses
- K. E-Rate Category II Contract Confirmation for 2024-2025, *Randy Mullins, Supervisor of Technology* (ACTION)
- L. Virginia Literacy Act updates, *Melanie Lashinsky, Director of Elementary Education*

XIV. Superintendent's Report

- A. Testing update, *Chandra Ashby, Supervisor of Testing*
- B. Social Media Policy Regulation, informational only, *Dr. Chris Stacy, Division Superintendent*
- C. Superintendent's update, *Dr. Chris Stacy, Division Superintendent*

XV. Board Member Comments

XVI. Adjourn/Recess

This is a draft copy of the July 8, 2024 minutes and is subject to amendment. Minutes do not become official until approved by the School Board.

VIRGINIA: At a regular meeting of the Tazewell County School Board held at the Student Center of the Tazewell County Career and Technical Center on July 8, 2024 at 5:00 p.m.

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

Chair Moir called the meeting to order at 5:01 p.m.

Unscheduled Agenda Items

None

Approval of Agenda

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

Closed Session

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

Personnel – Discussion, consideration, or interviews of prospective candidates for employment; assignment, appointment, promotion, performance, demotion, salaries, disciplining or resignation of employees as authorized by Section 2.2-3711 A 1 of the Code of Virginia.

Contracts – Discussion of the award of a public contract involving the expenditure of public funds as authorized by Section 2.2-3711 A 29 of the Code of Virginia.

Legal - Consultation with legal counsel and briefings by staff members or consultants or attorneys, pertaining to actual or probable litigation, or other specific legal matters requiring the provision of legal advice by counsel as authorized by § 2.2-3711 A 7 of the Code of Virginia.

Property – Discussion or consideration of the acquisition of real property for a public purpose, or of the disposition of publicly held real property as authorized by Section 2.2-3711 A 3 of the Code of Virginia.

Students – Discussion or consideration of admission or disciplinary matters concerning students as authorized by Section 2.2-3711 A 2 of the Code of Virginia.

Regular Session

The Board returned to open session. Chair Moir called the open session portion of the meeting to order at 6:42 p.m.

Certification from Closed Session

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

Moment of Silence and Pledge of Allegiance

Chair Moir called for a moment of silence. Vice-Chair Whittington led the Pledge of Allegiance.

Consent Agenda

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

Student Motions from Closed Session

Vice-Chair Whittington made a motion to accept the recommendations for students A through V as presented. Mrs. Mullins seconded the motion, and the Board unanimously approved.

Recognitions and Instructional Focus

- A. Tazewell High School students, *Jerry Smith, Principal, Tazewell High School***
- ***Landri Lallande, three-time Virginia 2A State Champion in discus for track and field***
 - ***Cam Woodall, attended the Congress of Future Medical Leaders in Boston, Massachusetts***

Mr. Smith introduced Landri Lallande and Cam Woodall to the Board. He shared the accomplishments of each student.

- B. Richlands High School students, *Rickie Vencill, Principal, Richlands High School***
- ***Jack Clem, state champion in tennis singles and state runner-up in tennis doubles***
 - ***Cooper Hurst, state runner-up in tennis doubles***
 - ***Ezekiel Mullins, state runner-up in shot put for track and field***

Mr. Vencill introduced Jack Clem, Cooper Hurst and Ezekiel Mullins to the Board. He shared the accomplishments of each student.

Hearing of Citizens

None

Hearing of Employees

None

Unfinished Business

- A. VSBA May 2024 Policy updates, second read, *Dr. Chris Stacy, Division Superintendent (SEE ATTACHED)***

Dr. Stacy asked for Board approval of the VSBA May 2024 Policy updates, excluding policy BDDL, as a second read.

Vice-Chair Whittington made a motion that the Tazewell County School Board approve the VSBA May 2024 policy updates excluding policy BDDL as a second read. Mrs. Mullins seconded the motion, and the Board unanimously approved.

New Business

A. Division Superintendent's Evaluation, *Chris Moir, School Board Chair*

Chair Moir shared information from the Division Superintendent's evaluation that the Board conducted in June. She stated Tazewell County was blessed to have Dr. Stacy, where the students continue to achieve academically and perform very well in comparison to other school divisions in the Commonwealth. She added with Dr. Stacy's proficiency he will continue to move the school division forward and do even greater things and have more successes. Chair Moir expressed appreciation to Dr. Stacy on behalf of the School Board and thanked him for his dedication to the schools and students of Tazewell County.

B. 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*

Dr. Stacy told Board members in order to expedite the payment of valid and proper invoices, the Tazewell County School Board must annually appoint a Fiscal Agent and a Deputy Fiscal Agent to approve the payment of all bills in a timely manner.

Vice-Chair Whittington made a motion that the Tazewell County School Board appoint Dr. Chris Stacy, Division Superintendent, as Fiscal Agent, and Jessica Cox, Director of Budget and Finance, as Deputy Fiscal Agent, to examine and approval all just claims and to authorize the payment thereof for the 2024-2025 school year. Mrs. Mullins seconded the motion, and the Board unanimously approved.

C. Authorization for Division Superintendent to approve appointments, resignations, transfers, and recommendations for terminations, *Dr. Chris Stacy, Division Superintendent*

Dr. Stacy requested that he be authorized to approve personnel actions to include appointments, resignations, transfers, and recommendations for terminations.

Vice-Chair Whittington 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, 2024 to June 30, 2025 subject to ratification by the Board. Mrs. Mullins seconded the motion, and the Board unanimously approved.

D. Resolution to authorize 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 school 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 Whittington 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. Mrs. Mullins seconded the motion, and the Board unanimously approved.

E. Approval of Agreement between the Appalachian Basketball Officials Association (ABOA) and the Tazewell County School System, *James McGee, Director of Secondary Education (SEE ATTACHED)*

Mr. McGee asked for approval of the Appalachian Basketball Officials Association (ABOA) Agreement for 2024-2025 and 2025-2026. He advised this agreement showed a \$50 increase in the assigner's fee and a \$35 increase per official for JV/varsity and varsity/varsity contests.

Vice-Chair Whittington made a motion that the Tazewell County School Board approve the Appalachian Basketball Officials Association (ABOA) Agreement for the 2024-2025 and 2025-2026 school years. Mrs. Mullins seconded the motion, and the Board unanimously approved.

F. Approval of quote for SPED Medicaid Software, Lauren Howery, Medicaid Clerk, and Melinda Smith, Director of Special Programs (SEE ATTACHED)

Mrs. Howery asked for Board approval of the quote for SPED Medicaid Software for 2024-2025 in the amount of \$41,869.00 plus eight percent cost settlement from Public Consulting Group LLC (PCG). This was the only quote received. The school division has been using this software for over seven years.

Dr. Stacy commended Mrs. Howery for doing a great job with Medicaid billing.

Vice-Chair Whittington made a motion that the Tazewell County School Board approve the quote for SPED Medicaid Software from Public Consulting Group LLC in the amount of \$41,869.00 plus eight percent cost settlement. Mrs. Mullins seconded the motion, and the Board unanimously approved.

G. Approval to purchase Lu Interactive Playgrounds for all elementary schools serving grades four and five, Dr. Chris Stacy, Division Superintendent (SEE ATTACHED)

Dr. Stacy asked Board members for permission to accept the quote from Clinton Learning Solutions, Inc. in the amount of \$163,175.00 for Lu Interactive Playgrounds for all elementary schools that serve grades four and five (Richlands Elementary, Cedar Bluff Elementary, Tazewell Intermediate, Graham Intermediate and Abbs-Valley-Boissevain Elementary) and implement the Virginia Wellness Related Fitness Tests. The purchase of this equipment had been approved for funding through Title V. Dr. Stacy advised the grant would not pay for the primary schools to have this equipment, but his goal was to purchase this equipment for the primary schools at a later time.

Vice-Chair Whittington made a motion that the Tazewell County School Board accept the quote from Clinton Learning Solutions, Inc. in the amount of \$163,175 to purchase LU Interactive Playgrounds for all elementary schools that serve grades four and five and implement the Virginia Wellness Related Fitness Tests. Mrs. Mullins seconded the motion, and the Board unanimously approved.

H. Approval of quotes for CTE equipment purchases, Dr. Chris Stacy, Division Superintendent (SEE ATTACHED)

Dr. Stacy asked Board members for approval to purchase 11 multiprocess welders and a water jet CNC table for the welding department and a ShopBot CNC machine for the carpentry department. The winning quotes were as follows:

- 11 Multiprocess Welders: Matheson in the amount of \$143,999.35
- Water Jet Table: Flow Shape Technologies Group in the amount of \$136,690.00
- ShopBot CNC Machine: ShopBot Tools, Inc. in the amount of \$57,999.77 (sole source)

These purchases will be made in conjunction with and will be reimbursed by the Advanced Manufacturing Talent Incentive Program for which the School Board approved in June 2024 to enter into a Memorandum of Understanding. The school division would have no out of pocket costs for these purchases.

Vice-Chair Whittington made a motion that the School Board approve the following quotes for CTE equipment: 11 multiprocess welders from Matheson in the amount of \$143,999.35, a water jet table from Flow Shape Technologies Group in the amount of \$136,690.00; and a ShopBot CNC machine from ShopBot Tools, Inc. in the amount of \$57,999.77. Mrs. Mullins seconded the motion, and the Board unanimously approved.

Superintendent's Report

A. Testing Update, *Chandra Ashby, Supervisor of Testing (SEE ATTACHED)*

Mrs. Ashby told Board members the SOL testing data should be finalized in September, if all goes as planned. She shared various updates with the Board which are contained in the attached newsletter.

B. Potential Construction, *Dr. Chris Stacy, Division Superintendent*

Dr. Stacy advised he had no new information regarding the potential construction other than he had approached the Board of Supervisors and County Administrator with the information, and they had expressed some interest. The original application was structured around Richlands Middle School, which had experienced issues since the date of construction. Dr. Stacy told Board members if the Board decided to build a new building, land acquisition and deciding the grade configuration (six through eight, Pre-K through six, Pre-K through seven) would be the first steps. He also advised the Board would want community input/involvement and would need to know if the Board of Supervisors wanted to partner in building a new school.

After a lengthy discussion, Mr. Woodard made a motion to dissolve the school construction/renovation committee and form a new committee of the entire school board to look at engineering while looking for a facilitator to organize community listening/input sessions. Mrs. Mullins seconded the motion, and the Board unanimously approved.

All board members agreed that everything regarding potential construction needed to be out in the open.

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

Dr. Stacy thanked Chair Moir for the kind words earlier in the meeting and said it was a pleasure to be the superintendent of Tazewell County Public Schools. He expressed appreciation to the School Board and administrative staff. Dr. Stacy said they school division was filled with good schools, good staff, and good students.

Board Member Comments

Mr. Woodard expressed appreciation to Dr. Stacy for a job well done. He stated there had been a lot of things said and implied recently but there was very little truth to any of those statements. Mr. Woodard stated Dr. Stacy was doing a great job and his colleagues all over the region and state felt the same.

Mr. Robinson thanked Dr. Stacy for doing a great job. He congratulated the students recognized earlier in the meeting from Tazewell and Richlands and said the school division was filled with great kids doing amazing things. Mr. Robinson expressed appreciation to the school division administrators and staff members.

Mrs. Mullins agreed with the comments of fellow Board members. She stated the new fields looked awesome and she was excited for students to have the new fields and tracks. Mrs. Mullins asked if Dr. Stacy had received bids for rubberizing the tracks, and he advised he did not have bids but did have some numbers he could share with the Board. Mrs. Mullins said she was not sure the Board would be able to do that, but she wanted to look into doing that for all three areas. She congratulated all of the students recognized during the meeting. Mrs. Mullins stated Dr. Stacy was an excellent leader and was always very professional. She shared of all the people she had encountered as an administrator, he was one of the fairest as far as when he does something for one area, he does it for all three areas. She expressed appreciation for all he does for Tazewell County Public Schools.

Vice-Chair Whittington congratulated all of the students recognized during the meeting and said they represent Tazewell County well. She expressed appreciation to Dr. Stacy, and added any time she called with questions, he was very punctual in getting answers.

Chair Moir stated she always enjoyed the time of the meeting when students were recognized. She thanked everyone for all they do and hoped everyone would enjoy the remaining days of summer break.

Vice-Chair Whittington made a motion to adjourn at 7:28 p.m. Mrs. Mullins seconded the motion, and the Board unanimously approved.

Policy Code	Revision
AC	Nondiscrimination Policy and Legal References updated to reflect amendment of Va. Code §§ 2.2-3900, <i>et seq.</i> by HB 18.
AF	Comprehensive Plan Policy updated to reflect Policy AG Literacy Plan and revised to avoid duplication with Policy AG. Cross References updated.
AG	Literacy Plan Policy created to comply with the Virginia Literacy Act established in 2022 by HB 319 and amended by HB 1526, HB 2137, and SB 1175 in 2023 and HB 647/SB 624 in 2024.
BBD	Board Member Removal from Office Legal References and Cross References updated.
BDD	Electronic Participation in School Board Meetings From Remote Locations Policy and Legal References updated to reflect amendment of Va. Code §§ 2.2-3701 and 2.2-3708.3 by HB 1040/SB 85.
BDDH (also KD)	Public Participation at School Board Meetings Policy and Legal References updated to reflect amendment of Va. Code §§ 22.1-79(14) and 22.1-79(15) by HB 253.
BDDL is optional. TCPS does not use this policy.	Electronic Participation in Committee Meetings from Remote Locations Policy and Legal References updated to reflect amendment of Va. Code §§ 2.2-3701 and 2.2-3708.3 by HB 894/SB 734 and HB 1040/SB 85.
CLA	Reporting Acts of Violence and Substance Abuse Policy and Legal References updated to reflect amendment of Va. Code § 22.1-279.9 by HB 719/SB 379.
DA	Management of Funds Legal References updated to reflect amendment of Va. Code §§ 22.1-100 and 22.1-100.1 by HB 599. Cross References updated.
DG	Custody and Disbursement of School Funds Legal References and Cross References updated to reflect amendment of Va. Code §§ 22.1-100 and 22.1-100.1 by HB 599.

Policy Code	Revision
DJ	Small Purchasing Policy updated to reflect amendment of Va. Code § 2.2-4303 by HB 1116.
EB	School Crisis, Emergency Management and Medical Emergency Response Plan Policy and Legal References updated to include enactment of Va. Code § 22.1-137.4 by HB 501.
EBCB	Safety Drills Policy and Legal References updated to reflect amendment of Va. Code § 22.1-137 by HB 66.
FEA	Educational Facilities Specifications Legal References and Cross References updated.
FECBB	Accommodations for Individuals with Disabilities Title, Policy and Cross References updated.
FF	Public Dedication of New Facilities Policy deleted because it is not legally required.
FG	Retirement of Facilities Policy, Legal References and Cross References updated.
GBL	Personnel Records Policy and Legal References updated to reflect amendment of Va. Code § 22.1-296.5 by HB 355/SB 441.
GC	Professional Staff Policy updated to reflect amendment of Va. Code § 22.1-298.1 by HB 632/SB 352.
GCA	Reading Specialists Policy created to comply with provisions of the Virginia Literacy Act established in 2022 by HB 319 and amendment to Va. Code § 22.1-253.13:2 by SB1175 in 2023.
GCEB	Supplementary Pay Policy updated to reflect content of Legal Reference.
GCCB	Employment of Family Members Policy updated to revise gender pronouns.

Policy Code	Revision
GCL	Professional Staff Development Policy revised to reflect amendment of Va. Code §§ 22.1-253.13:4 by HB 1089/SB 220 and to remove an outdated deadline provision.
GDI	Support Staff Assignments and Transfers Policy deleted because it is not legally required.
IA	Instructional Goals and Objectives Policy updated to reflect enactment of Va. Code §§ 22.1-237.1, <i>et seq.</i> by HB 1087/SB 627 and to comply with Virginia Literacy Act. Legal References and Cross References updated.
IAA	Notification of Learning Objectives Policy and Cross References updated.
IC/ID	School Year/School Day Footnote updated to reflect updated website and incorporate additional statutory language.
IGAD	Career and Technical Education Policy updated to reflect amendment of Va. Code § 22.1-253.13:1 by HB 1345/SB 199 and revised to avoid duplication with Policy IJD. Legal References and Cross References updated.
IGAE/IGAF	Health Education/Physical Education Policy updated to reflect amendments of Va. Code §§ 22.1-207 and 22.1-253.13:1 by HB 1221, HB 98, and HB 379/SB 719. Cross References updated.
IGAG	Teaching About Drugs, Alcohol and Tobacco Policy updated to reflect enactment of Va. Code § 22.1-206.01 by HB 1473. Cross References updated.
IGBA	Programs for Students with Disabilities Policy updated to reflect amendments to Va. Code §§ 22.1-253.13:2 and 22.1-253.13:4 by HB 1089/SB 220. Legal References and Cross References updated.
IGBD	Programs for Students with Reading Deficiencies Policy created based on the Virginia Literacy Act established in 2022 by HB 319 and amended by HB 1526 and SB 1175 in 2023 and HB 647/SB 624 in 2024.

Policy Code	Revision
IGBF	English Learners Policy updated to reflect content of Legal References.
IGBGA	Online Courses and Virtual School Programs Legal References updated to include reference for definitions in sample policy.
IGBI	Advanced Placement Classes and Special Programs Policy updated to reflect amendment of Va. Code § 22.1-253.13:1 by HB 1087/SB 627. Legal References and Cross References updated.
IJD	College and Career Readiness Policy updated to reflect enactment of Va. Code § 22.1-237.3 by HB 1087/SB 627 and revised to avoid duplication with Policy LEB. Legal References and Cross References updated.
IKH	Retaking SOL Assessments Policy updated to comply with Virginia Literacy Act provisions established by HB 319 in 2022. Legal References and Cross References updated.
JEC	School Admission Policy updated to reflect amendment of Va. Code §§ 22.1-3 and 22.1-3.4 by HB 777.
JFCF (Option1 &2)	Drugs in School Legal references added to provide references for “Prevention and Intervention” section. Cross References updated.
JO	Student Records Policy, Legal References and Cross References updated to reflect 8 VAC 20-81-170 and amendments to Va. Code § 22.1-289 by HB1089/SB 220 and Va. Code § 16.1-305.1 by HB1317/SB443.
JP	Student Publications Policy updated to include explanatory footnote. Cross References updated.
KB	Public Information Program Policy and Legal References updated.

Policy Code	Revision
KBE	Internet Privacy Policy updated. <i>Please note: Va. Code § 2.2-3803 requires each public body, including school boards, that has a website to make its internet privacy policy available on the website in a conspicuous manner.</i>
KD (also BDDH)	Public Participation at School Board Meetings Policy and Legal References updated to reflect amendment of Va. Code §§ 22.1-79(14) and 22.1-79(15) by HB253.
KG	Community Use of School Facilities Legal References and Cross References updated.
KH	Public Gifts to the Schools Policy and Cross References updated.
KJ	Advertising in the Schools Policy updated.
LEB	Advanced/Alternative Courses for Credit Policy updated to reflect amendment of Va. Code § 22.1-253.13:1 by HB 1087/SB 627 and HB 1345/SB 199 and revised to avoid duplication with Policy IGAD. Cross References updated.

NONDISCRIMINATION

The Tazewell County School Board is committed to nondiscrimination with regard to sex, sexual orientation, gender, gender identity, race, color, ethnic or national origin, disability, religion, ancestry, age, marital status, pregnancy, childbirth or related medical conditions, military status, genetic information or any other characteristic protected by law. This commitment prevails in all of its policies and practices concerning staff, students, educational programs and services, and individuals and entities with whom the Board does business.

Adopted: July 8, 2024

Legal Refs.: 20 U.S.C. §§ 1681-1688.
29 U.S.C. § 794.
42 U.S.C. §§ 2000d-2000d-7, 2000e-2000e-17, 2000ff-1.

34 C.F.R. 106.9.

Constitution of Virginia, article I, section 11.

Code of Virginia, 1950, as amended, §§ 2.2-3900, 2.2-3901, 2.2-3902, 2.2-3904, 2.2-3905, 2.2-3095.1, 22.1-23.3, 22.1-26.2, 22.1-295.2.

Cross Refs.: FECBB Accommodations for Individuals with Disabilities
GB Equal Employment Opportunity/Nondiscrimination
GBA/JFHA Prohibition Against Harassment and Retaliation
JB Equal Educational Opportunities/Nondiscrimination

COMPREHENSIVE PLAN

The Tazewell County School Board adopts a divisionwide comprehensive, unified, long-range plan based on data collection, an analysis of the data, and how the data will be utilized to improve classroom instruction and student achievement. The plan is developed with staff and community involvement and includes, or is consistent with, all other divisionwide plans required by state and federal laws and regulations. The school board reviews the plan biennially and adopts any necessary revisions. Prior to the adoption of the plan or revisions thereto, the school board posts the plan or revisions on the division's Internet website if practicable and makes a hard copy of the plan or revisions available for public inspection and copying and conducts at least one public hearing to solicit public comment on the plan or revisions.

The divisionwide comprehensive plan includes

- (i) the objectives of the school division, including strategies for first improving student achievement, particularly the achievement of educationally at risk students, then maintaining high levels of student achievement;
- (ii) an assessment of the extent to which these objectives are being achieved;
- (iii) a forecast of enrollment changes;
- (iv) a plan for projecting and managing enrollment changes including consideration of the consolidation of schools to provide for a more comprehensive and effective delivery of instructional services to students and economies in school operations;
- (v) an evaluation of the appropriateness of establishing regional programs and services in cooperation with neighboring school divisions;
- (vi) a plan for implementing such regional programs and services when appropriate;
- (vii) a technology plan designed to integrate educational technology into the instructional programs of the school division, including the division's career and technical education programs, consistent with or as part of the comprehensive technology plan for Virginia adopted by the Board of Education;
- (viii) an assessment of the needs of the school division and evidence of community participation, including parental participation, in the development of the plan;
- (ix) any corrective action plan required pursuant to Va. Code § 22.1-253.13:3; and
- (x) a plan for parent and family involvement to include building successful school and parent partnerships that will be developed with staff and community involvement, including participation by parents.

Effective with the 2024-2025 school year, the divisionwide comprehensive plan also includes a divisionwide literacy plan for pre-kindergarten through grade eight in accordance with Virginia law and as identified in Policy AG Literacy Plan.

The school board presents a report to the public by November 1 of each odd-numbered year on the extent to which the objectives of the divisionwide comprehensive plan have been met during the previous two school years.

Each school prepares a comprehensive, unified, long-range plan, which the school board considers in the development of the divisionwide comprehensive plan.

Adopted: July 8, 2024

Legal Ref.: Code of Virginia, 1950, as amended, § 22.1-253.13:6.

Cross Ref.: AG Literacy Plan

LITERACY PLAN

The Tazewell County School Board adopts a divisionwide literacy plan for grade levels pre-kindergarten through grade eight as part of its divisionwide comprehensive plan identified in Policy AF Comprehensive Plan. The School Board uses programs from the lists developed by the Virginia Department of Education (the Department) or seeks approval from the Department for the use of alternative programs that consist of evidence-based literacy instruction and align with science-based reading research.

The School Board posts, maintains, and updates as necessary on the School Board's website a copy of its divisionwide literacy plan and the job description and contact information for any reading specialist employed by the division pursuant to Virginia Code § 22.1-253.13:2(G) and for any dyslexia specialist employed by such school division. The School Board submits its divisionwide literacy plan to the Department.

The divisionwide literacy plan includes:

- a program of literacy instruction that is aligned with science-based reading research and provides evidenced-based literacy instruction to students in kindergarten through grade eight;
- the School Board's alignment with (a) literacy professional development, (b) core reading and literacy curriculum for students in kindergarten through grade five, and (c) screening, supplemental instruction, and interventions for students through grade eight with evidence-based literacy instruction practices aligned with science-based reading research;
- how the School Board supports parents in their support of the literacy development of their children;
- reading intervention services provided to students in kindergarten through grade eight who demonstrate substantial deficiencies based on their individual performance on the Standards of Learning reading assessment or a literacy screener provided by the Department; and
- identification of which core literacy curricula, supplemental instructional practices and programs, and intervention programs from the list developed by the Department or alternative programs approved by the Department that consist of evidence-based literacy instruction and align with science-based reading research are used in each grade level, kindergarten through 12, at each of the schools within the division.

Adopted: July 8, 2024

Legal Ref.: Code of Virginia, 1950, as amended, §§ 22.1-1, 22.1-253.13:1, 22.1-253.13:2, and 22.1-253.13:6.

Cross Ref.: AF Comprehensive Plan
 GCA Reading Specialists

GCL	Professional Staff Development
IA	Instructional Goals and Objectives
IGBD	Programs for Students with Reading Deficiencies
IKH	Retaking SOL Assessments

BOARD MEMBER REMOVAL FROM OFFICE

Any School Board member may be removed from office in accordance with the provisions of sections 24.2-230 through 24.2-238 of the Code of Virginia.

Adopted: July 8, 2024

Legal Ref.: Code of Virginia, 1950, as amended, §§ 24.2-230, 24.2-231, 24.2-232, 24.2-233, 24.2-234, 24.2-234.1, 24.2-235, 24.2-236, 24.2-237, 24.2-238.

Cross Ref.: BBE Unexpired Term Fulfillment

ELECTRONIC PARTICIPATION IN SCHOOL BOARD MEETINGS FROM REMOTE LOCATIONS

Generally

Except as provided hereafter, or as otherwise permitted by law, the School Board does not conduct any meeting wherein the public business is discussed or transacted through telephonic, video, electronic or other electronic communication means where the members are not physically assembled. This policy is applied strictly and uniformly, without exception, to the entire membership of the School Board and without regard to the identity of the member requesting remote participation or the matters that will be considered or voted on at the meeting.

The minutes of meetings conducted in accordance with this policy include (i) the identity of the members of the School Board who participated in the meeting through electronic communication means, (ii) the identity of the School Board members who were physically assembled at one physical location, and (iii) the identity of the members of the School Board who were not present at the location identified in (ii) but who monitored such meeting through electronic communication means.

If the School Board creates committees, subcommittees, or other entities however designated to perform delegated functions of the Board or to advise the Board, it may adopt a policy on behalf of its committees, subcommittees, or other entities that applies to the committees', subcommittees', or other entities' use of individual remote participation and all-virtual public meetings.

Definitions

"All-virtual public meeting" means a public meeting (i) conducted by the School Board using electronic communication means, (ii) during which all members of the Board who participate do so remotely rather than being assembled in one physical location, and (iii) to which public access is provided through electronic communication means.

"Caregiver" means an adult who provides care for a person with a disability as defined in Va. Code § 51.5-40.1. A caregiver must be either related by blood, marriage, or adoption to or the legally appointed guardian of the person with a disability for whom the caregiver is caring.

"Electronic communication" means the use of technology having electrical, digital, magnetic, wireless, optical, electromagnetic, or similar capabilities to transmit or receive information.

"Remote participation" means participation by an individual member of the School Board by electronic communication means in a public meeting where a quorum of the School Board is otherwise physically assembled.

Quorum Physically Assembled (Individual Remote Participation)

Members of the School Board may use remote participation instead of attending a meeting in person if, in advance of the meeting, each member seeking to use remote participation notifies the chair that:

- the member has a temporary or permanent disability or other medical condition that prevents the member's physical attendance; for purposes of determining whether a quorum is physically assembled, a member of the School Board who is a person with a disability as defined in Va. Code § 51.5-40.1 and uses remote participation counts toward the quorum as if the member was physically present;
- a medical condition of a member of the member's family requires the member to provide care that prevents the member's physical attendance or the member is a caregiver who must provide care for a person with a disability at the time the meeting is being held thereby preventing the member's physical attendance; for purposes of determining whether a quorum is physically assembled, a member of the School Board who is a caregiver for a person with a disability and uses remote participation counts toward the quorum as if the member was physically present;
- the member's principal residence is more than 60 miles from the meeting location identified in the required notice for such meeting; or
- the member is unable to attend the meeting due to a personal matter and identifies with specificity the nature of the personal matter. However, the member may not use remote participation due to personal matters more than two meetings or 25 percent of the meetings held per calendar year rounded up to the next whole number, whichever is greater.

Individual participation from a remote location will be approved unless such participation would violate this policy or the Virginia Freedom of Information Act, Va. Code § 2.2-3700 et seq. If a member's participation from a remote location is challenged, the School Board will vote whether to allow such participation. If the School Board votes to disapprove of the member's participation because such participation would violate this policy, such disapproval will be recorded in the minutes with specificity.

If participation by a member through electronic communication means is approved, the School Board records in its minutes the remote location from which the member participated. The remote location need not be open to the public and may be identified in the minutes by a general description.

If participation is approved based on a temporary or permanent disability or other medical condition of the member or a member of the member's family, the School Board includes in its minutes the fact that the member participated through electronic communication means due to a (i) temporary or permanent disability or other medical condition that prevented the member's physical attendance or (ii) a family member's medical condition that required the member to provide care for such family member, thereby preventing the member's physical attendance.

If participation is approved because the member's principal residence is more than 60 miles from the meeting location, the School Board includes in its minutes the fact that the member participated through electronic communication means due to the distance between the member's principal residence and the meeting location.

If participation is approved because of a personal matter, the School Board includes in its minutes the specific nature of the personal matter cited by the member.

If a member's participation from a remote location is disapproved, such disapproval is recorded in the minutes with specificity.

Quorum Not Physically Assembled (All-Virtual Public Meetings)

The School Board may meet by electronic communication means without a quorum physically assembled at one location when the Governor has declared a state of emergency in accordance with Va. Code § 44-146.17, or the locality in which the School Board is located has declared a local state of emergency pursuant to Va. Code § 44-146.21, provided

- the catastrophic nature of the declared emergency makes it impracticable or unsafe to assemble a quorum in a single location, and
- the purpose of the meeting is to provide for the continuity of operations of the School Board or the discharge of its lawful purposes, duties, and responsibilities.

If it holds a meeting pursuant to this section, the School Board

- gives public notice using the best available method given the nature of the emergency contemporaneously with the notice provided members of the School Board;
- makes arrangements for public access to the meeting through electronic communications means, including videoconferencing if already used by the School Board;
- provides the public with the opportunity to comment at those meetings when public comment is customarily received; and
- otherwise complies with the provisions of the Virginia Freedom of Information Act.

For any meeting conducted pursuant to this section, the nature of the emergency, the fact that the meeting was held by electronic communication means and the type of electronic communication means by which the meeting was held are stated in the minutes of the meeting.

The provisions of this section are applicable only for the duration of the declared emergency.

Adopted: July 8, 2024

Legal Ref.: Code of Virginia, 1950, as amended, §§ 2.2-3701, 2.2-3707, 2.2-3708.2, 2.2-3708.3, 2.2-3710, and 51.5-40.1.

Cross Ref.: BCE School Board Committees
 BCEA (optional) Disciplinary Committee
 BCF Advisory Committees to the School Board
 BDDA Notification of Meetings
 BDDG Minutes
 BDDL (optional) Electronic Participation in Committee Meetings from Remote Locations

PUBLIC PARTICIPATION AT SCHOOL BOARD MEETINGS

Members of the community, including students enrolled in the division, are invited and encouraged to attend meetings of the Tazewell County School Board to observe its deliberations. Any member of the community may address the School Board on matters related to the Tazewell County Public Schools at any regular meeting as follows:

The Tazewell County School Board invites public input from employees, parents, students, and citizens of Tazewell County regarding the policies and general operation of the Tazewell County Public Schools. Individuals desiring to address the school board about educational policies or educational issues in the purview of authority of the school board will be afforded an opportunity to speak based on compliance with the following rules:

1. Fifteen (15) minutes will be reserved at each regular meeting of the Tazewell County School board for the purpose of receiving public input. At the discretion of the Board, time may be extended if deemed necessary and appropriate. Individual commentary will be limited to three (3) minutes and to one subject. Citizens or delegations wishing to make a presentation longer than three (3) minutes to the Board shall submit such request, in writing, to the division superintendent a minimum of seven (7) days in advance of the Board meeting. The Board Chair shall have the authority to determine the amount of time a citizen or delegation has to address the Board. In case of a delegation, the Board Chair may also limit the number of speakers. The Board, by a majority vote, may overrule the decision of the Chair. During the public comment portion of the agenda, the School Board will not entertain comment regarding any pending student discipline or employee grievance matter. Commentary will be limited to items on the agenda or a topic being considered for future agenda items. Persons wishing to address the Board should sign up before the meeting.

Individuals desiring to comment on items not included on the agenda must first discuss their ideas or concerns with the Division Superintendent. The Board will not allow an individual to misuse the intent of the public comment period by repeatedly discussing the same topic or topics not germane to school board business.

2. Speakers may offer objective criticism relative to school operations and programs of concern. The Board will not hear personal complaints about school personnel or any person connected with the school system during the public session. Complaints regarding personnel should be referred to the division superintendent or school board chairperson.

Speakers are expected to show appropriate courtesy to school board members when addressing the Board, as the Board is committed to showing respect and courtesy to all citizens. Speakers should avoid references, statements, or conduct likely to result in disruption or undue delay in the orderly transaction of the business scheduled for consideration by the Board. This provision means and includes, but is not limited to,

attacks or accusations regarding the honesty, character, integrity or other personal attributes of any identified individual or group.

3. Expressive activities including, but not limited to, petitioning, picketing, displaying signs or posters, solicitation, demonstration, pamphlet distribution, and the conduction of polls shall not be permitted in the Board chambers, the Board conference room, the waiting areas and corridors adjacent to the chambers and conference room, the School Board administration building, or any school building in which the Board is meeting. This bylaw does not preclude persons addressing the Board from delivering the Board or its Clerk written materials including reports, statements, exhibits, letters, or signed petitions. This bylaw does not preclude those addressing the Board from using a chart or graph during their verbal presentation.
4. Members of the audience are not permitted to interrupt the speaker or meeting by asking questions or making comments.
5. Patrons who have a complaint regarding an individual student or employee are expected to first attempt to resolve those issues with the appropriate principal, department head, and/or division superintendent. The school board will decide whether to hear issues regarding individual students or employees based on the merit of each individual case. If the Board decides to hear an issue, the Board will determine if it qualifies for closed meeting.
6. To assure that accurate data are given to inquiries made at school board meetings, the Board will normally not respond to the speaker during the meeting. The superintendent/designee will provide the appropriate data at a later date.
7. Violations of the rules for public input will result in the Chairman ruling the speaker out of order.
Continued violation will result in having the speaker barred from making input at future Board meetings.
8. The Chairman, or other presiding officer, shall preserve decorum and shall decide all questions of public order, subject to appeal to the Board.

The reserved time for public participation at meetings of the Tazewell County School Board is limited to discussions affecting policy or operational procedures of Tazewell County Public Schools.

Persons wishing to address the School Board are requested to contact the superintendent, the School Board chair, or their designee for placement on the agenda.

The chair is responsible for the orderly conduct of the meeting and rules on such matters as the appropriateness of the subject being presented and length of time for such presentation. Upon recognition by the chair, the speaker shall address the chair and if, at the conclusion of the speaker's remarks, any member of the School Board desires further information, the member

addresses the speaker only with the permission of the chair. No one is allowed to make additional presentations until everyone who wishes to speak has an opportunity to make an initial presentation.

Student Participation

Students enrolled in a public elementary or secondary school in the division are allowed to address the School Board during any public comment or citizen participation portion of a School Board meeting. Such students must follow the same sign-up procedures and rules and restrictions relating to time, place, and manner of speaking that are adopted by the School Board and applicable to all public participants.

The School Board may require a student to provide identification in the form of a current student identification card or other school document, such as a report card or a personal school email address, before allowing the student to provide oral comments, in accordance with Virginia law.

Adopted: July 8, 2024

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

REPORTING ACTS OF VIOLENCE AND SUBSTANCE ABUSE

I. Acts Reported to the Superintendent and Principal

- A. Reports are made to the superintendent and the principal or principal's designee on all incidents involving
1. alcohol, marijuana, a controlled substance, an imitation controlled substance, or an anabolic steroid on a school bus, on school property, or at a school-sponsored activity, including the theft or attempted theft of student prescription medications;
 2. the assault and battery that results in bodily injury, of any person on a school bus, on school property, or at a school-sponsored activity;
 3. the sexual assault, death, shooting, stabbing, cutting, or wounding of any person, abduction of any person as described in Va. Code § 18.2-47 or § 18.2-48, or stalking of any person as described in Va. Code § 18.2-60.3, on a school bus, on school property, or at a school-sponsored activity;
 4. any written threats against school personnel while on a school bus, on school property, or at a school-sponsored activity;
 5. the illegal carrying of a firearm, as defined in Va. Code § 22.1-277.07, onto school property;
 6. any illegal conduct involving firebombs, explosive materials or devices, or hoax explosive devices, as defined in Va. Code § 18.2-85, or explosive or incendiary devices, as defined in Va. Code § 18.2-433.1, or chemical bombs, as described in Va. Code § 18.2-87.1, on a school bus, on school property, or at a school-sponsored activity;
 7. any threats or false threats to bomb, as described in Va. Code § 18.2-83, made against school personnel or involving school property or school buses;
 8. the arrest of any student for an incident occurring on a school bus, on school property, or at a school-sponsored activity, including the charge therefor; or
 9. any illegal possession of weapons, alcohol, drugs or tobacco products.

The principal of each school collects and maintains information on the above listed acts which occur on school property, on a school bus or at a school-sponsored activity.

- B. The superintendent and the principal or principal's designee receive reports from local law-enforcement authorities on offenses, wherever committed, by students enrolled at the school if the offense would be a felony if committed by an adult or would be a violation of the Drug Control Act (Va. Code § 54.1-3400 et seq.) and occurred on a school bus, on school property or at a school-sponsored activity, or would be an adult misdemeanor involving any incidents described in clauses 1-8 of subsection A and whether the student is released to the custody of the student's parent or, if 18 years of age or more, is released on bond. The superintendent may request that the reports include information regarding terms of release from detention, court dates and terms of any disposition orders entered by the court. When the superintendent receives notification that a juvenile has committed an act that would be a crime if committed by an adult pursuant to subsection G of Va.

Code § 16.1-260, the superintendent reports such information to the principal of the school in which the juvenile is enrolled.

II. Reporting Duties of the Principal and Superintendent

Except as may otherwise be required by federal law, regulation, or jurisprudence, each principal:

- A. immediately reports to the local law-enforcement agency any incident described in clause I.A.1 of this policy that may constitute a felony offense;
- B. immediately reports to the local law-enforcement agency any incident described in clauses I.A.3 through 7 of this policy except that a principal is not required to but may report to the local law-enforcement agency any incident described in clause I.A.4 committed by a student who has a disability;
- C. may report to the local law-enforcement agency any other incident described in clauses I.A.1 through 8 of this policy that is not required to be reported by the previous two bullets; and
- D. immediately reports any act enumerated in clauses I.A.1 through 5 of this policy that may constitute a criminal offense to the parents of any minor student who is the specific object of such act. The principal also reports whether the incident has been reported to local law enforcement pursuant to this policy and, if the incident has been so reported, that the parents may contact local law enforcement for further information.

The principal or principal's designee reports all incidents required to be reported pursuant to clause I.A of this policy to the superintendent. The superintendent annually reports all such incidents to the Department of Education for the purpose of recording the frequency of such incidents on forms that are provided by the Department and makes such information available to the public.

In submitting reports of such incidents, principals and superintendents accurately indicate any offenses, arrests or charges as recorded by law-enforcement authorities and required to be reported by such authorities pursuant to subsection I.B. of this policy.

The principal or principal's designee notifies the parent of any student involved in an incident required to be reported pursuant to this policy, regardless of whether disciplinary action is taken against such student or the nature of the disciplinary action. Such notice relates to only the relevant student's involvement and does not include information regarding other students.

III. Prevention and Intervention Activities

Whenever any student commits any reportable incident as set forth in this policy, such student is required to participate in such prevention and intervention activities as deemed appropriate by the superintendent or superintendent's designee.

The School Board develops, in cooperation with the local law-enforcement agencies, juvenile and domestic relations court judges and personnel, parents, and the community at large, programs to prevent violence and crime on school property and at school-sponsored events,

which include research-based hazing prevention. Activities designed to prevent the recurrence of violence and crime, including hazing, may include such interventions as education relating to Virginia's criminal law, school crime lines, peer mediation, conflict resolution, community service requirements and any program focused on demonstrating the consequences of violence and crime. The School Board may develop and use a network of volunteer services in implementing prevention activities.

IV. Purpose

The purpose of reporting acts of violence and substance abuse is to develop a program of prevention activities to provide a safe environment conducive to learning.

Adopted: July 8, 2024

Legal Refs.: Code of Virginia, 1950, as amended, §§ 8.01-47, 22.1-279.3:1, 22.1-279.9.
8 VAC 20-560-10.

Cross Refs.: IGAE/IGAF Health Education/Physical Education

MANAGEMENT OF FUNDS

The School Board manages and controls the funds made available to it for the public schools and incurs costs and expenses.

The superintendent or superintendent's designee is responsible for administering the division budget in accordance with Board policies and applicable state and federal regulations and laws. The superintendent or superintendent's designee uses appropriate fiscal planning and management methods, modeled after the best accepted business practices and directed toward the educational goals of the division.

If the appropriating body appropriates funds to the School Board by total amount (also referred to as lump sums), funds may be transferred by the School Board from one major classification to another. If funds are appropriated to the School Board by major classifications, no funds are expended by the School Board except in accordance with such classifications without the consent of the appropriating body.

The superintendent is authorized to make line item transfers within a major classification.

Adopted: July 8, 2024

Legal Ref.: Code of Virginia, 1950, as amended, §§ 22.1-78, 22.1-89, 22.1-94, 22.1-115, 22.1-100, 22.1-100.1.

Cross Refs.:	DB	Annual Budget
	DG	Custody and Disbursement of School Funds
	DI	Financial Accounting and Reporting
	DJ	Small Purchasing
	DJA	Purchasing Authority
	DJF	Purchasing Procedures
	DK	Payment Procedures
	DL	Payroll Procedures

CUSTODY AND DISBURSEMENT OF SCHOOL FUNDS

All School Board funds except

- money generated by school activities, and classified "school activity fund accounts",
- petty cash funds and
- accounts established for the purchase of instructional materials and office supplies

are deposited with the Tazewell County Treasurer, who is in charge of the receipts, custody and disbursement of School Board funds and who keeps such funds in an account or accounts separate and distinct from all other funds. Checks must be drawn on the School Board account by the Tazewell County Treasurer, Tazewell County, Virginia.

Disbursement of School Board funds is approved as provided in Policy DK Payment Procedures.

Adopted: July 8, 2024

Legal Refs.: Code of Virginia, 1950, as amended, §§ 22.1-78, 22.1-100, 22.1-100.1, 22.1-116, 22.1-122.1 and 22.1-123.

8 VAC 20-240-10.

Cross Refs:	DA	Management of Funds
	DGC	School Activity Funds
	DGD	Funds for Instructional Materials and Office Supplies
	DJB	Petty Cash Funds
	DK	Payment Procedures

SMALL PURCHASING

Pursuant to written procedures not requiring competitive sealed bids or competitive negotiation, the School Board may enter into single or term contracts for goods and services, if the aggregate or the sum of all phases is not expected to exceed \$200,000, other than professional services and nontransportation related construction if the aggregate or the sum of all phases is not expected to exceed \$300,000 and transportation-related construction if the aggregate or sum of all phases is not expected to exceed \$25,000. However, such small purchase procedures shall provide for competition wherever practicable. Such small purchase procedures may allow for single or term contracts for professional services without requiring competitive negotiation, provided the aggregate or the sum of all phases is not expected to exceed \$80,000. Where small purchase procedures are adopted for construction, the procedures shall not waive compliance with the Uniform State Building Code.

Adopted: July 8, 2024

Legal Refs.: Code of Virginia, 1950, as amended, §§ 2.2-4303, 22.1-68, 22.1-78.

Cross Ref.: DJF Purchasing Procedures

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 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.

“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 school has contingency plans for emergencies that include staff certified in cardiopulmonary resuscitation (CPR), the Heimlich maneuver, and emergency first aid.

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

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

Adopted: July 8, 2024

Legal Refs: Code of Virginia, 1950, as amended, §§ 2.2-3705.2, 22.1-137.4, 22.1-279.8.

8 VAC 20-131-260.

Cross Refs.:	CBA	Qualifications and Duties for the Superintendent
	CLA	Reporting Acts of Violence and Substance Abuse
	EBAA	Reporting of Hazards
	EBBA	Emergency First Aid, CPR and AED Certified Personnel
	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
	JM	Restraint and Seclusion of Students
	JO	Student Records
	KK	School Visitors

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.

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.

Adopted: July 8, 2024

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.

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 8, 2024

Legal Ref.: Code of Virginia, 1950, as amended, §§ 22.1-70, 22.1-79, 22.1-138.

Cross Refs.:	AF	Comprehensive Plan
	FB	Facilities Planning
	FECBB	Accommodations for Individuals with Disabilities
	FEG	Construction Planning

ACCOMMODATIONS FOR INDIVIDUALS WITH DISABILITIES

Plans for new buildings and renovations or alterations of existing buildings will offer such design, construction, and accommodations as to make the newly constructed buildings and renovated or altered areas accessible to and usable by individuals with disabilities as required by law.

Adopted: July 8, 2024

Legal Refs.: 29 U.S.C. § 794.

42 U.S.C. §§ 12182, 12183.

Cross Ref.: AC Nondiscrimination
FEA Educational Facilities Specifications

RETIREMENT OF FACILITIES

School division buildings may become unsuitable for their present use but may be used to benefit the school division or public in other ways. The superintendent reviews division schools and facilities on a continuing basis. The superintendent may recommend to the School Board that a particular school building should be retired, closed, or its use changed. In determining whether a school building is to be retired, the School Board may consider the following factors, among others:

1. the adaptability of the building for continued use for its present purpose
2. the suitability of the site of the building
3. the maintenance and upkeep costs of the building and site
4. the historic value of the building to the community

The School Board may invite the viewpoints of community residents and staff in making its decision to retire a school building.

If the School Board determines to retire or close a school building permanently, it will first consider other uses that the school division might make of the building prior to considering relinquishing possession of the building.

Adopted: July 8, 2024

Legal Ref.: Code of Virginia, 1950, as amended, §§ 22.1-79, 22.1-129, 22.1-135, 22.1-136, 22.1-138.

Cross Ref.: KG Community Use of School Facilities
EC Buildings and Grounds Management and Maintenance

PERSONNEL RECORDS

Present and past employees have access to their personnel information maintained by the Tazewell County School Division.

When employment verification of a former employee of the Tazewell County School Board is requested by another school board, the School Board responds within 10 working days of receiving such request. "Working days" applicable to this paragraph means every day except Saturdays, Sundays, and legal state and federal holidays.

If information relative to employment is requested by banks or other establishments or individuals, written permission from the employee to release such information is required, except to comply with a judicial order, a lawfully issued subpoena, the Virginia Freedom of Information Act (Va. Code § 2.2-3700 et seq.), or other law or court order. The employee will be notified of the request for records.

The superintendent or superintendent's designee is responsible for maintaining a system of personnel records for all employees of the School Board. Personnel files of all School Board employees may be produced and maintained in digital or paper format.

Teacher performance indicators, or other data collected by or for the Department of Education or the School Board or made available to and able to be used to judge the performance or quality of a teacher, maintained in a teacher's personnel file or otherwise, is confidential but may be disclosed, in a form that does not personally identify any student or other teacher, (i) pursuant to court order, (ii) for the purposes of a grievance proceeding involving the teacher, or (iii) as otherwise required by state or federal law. Nothing in this policy prohibits the release of or limits the availability of nonidentifying, aggregate teacher performance indicators or other data.

Adopted: July 8, 2024

Legal Ref.: Code of Virginia, 1950, as amended, §§ 2.2-3705.1, 2.2-3800, 2.2-3801, 2.2-3802, 2.2-3803, 2.2-3804, 2.2-3805, 2.2-3806, 2.2-3807, 2.2-3808, 2.2-3808.1, 2.2-3809, 22.1-295.1, 22.1-296.5.

Cross Ref.: CBA Qualifications and Duties for the Superintendent
 GA Personnel Policies Goals
 GBLA Third Party Complaints Against Employ

PROFESSIONAL STAFF

No teacher is regularly employed by the School Board or paid from public funds unless such teacher

- holds a license or provisional license issued by the Board of Education
- holds a local eligibility license as defined in Va. Code § 22.1-298.1
- holds a three-year license to teach high school career and technical education courses in specified subject areas or
- is hired to teach in a trade and industrial education program and for whom the teacher licensure requirements have been waived by the Virginia Department of Education.

The Board of Education prescribes, by regulation, the requirements for the licensure for teachers and other school personnel required to hold a license.

Provisional Teacher License

If a teacher employed under a provisional license is activated or deployed for military service within a school year (July 1 - June 30), an additional year will be added to the teacher's provisional license for each school year or portion thereof during which the teacher is activated or deployed. The additional year shall be granted the year following the return of the teacher from deployment or activation.

The superintendent may request that the Board of Education extend the three-year provisional license of a teacher for at least one year but no more than two additional years. The request must be accompanied by the superintendent's recommendation for such extension and satisfactory performance evaluations for the teacher for each year during the original three-year provisional license that such teacher was actually employed and received a filed performance evaluation.

As specified in Va. Code § 22.1-298.1, the division's superintendent may issue a provisional teacher license to any individual the School Board seeks to employ as a career and technical education teacher who is also seeking initial licensure in Virginia with an endorsement in the area of career and technical education to allow the teacher time to attain the required credentials.

Upon an individual's completion of a local eligibility license, the School Board may issue a provisional license to such individual upon receiving from the superintendent (i) a recommendation for such license, and (ii) a satisfactory performance evaluation for such individual for the local eligibility licensure period.

Local Eligibility License

In accordance with Va. Code § 22.1-298.1(M) and the Board of Education's regulations, a one-year nonrenewable local eligibility license may be issued to an individual who needs to take additional coursework but otherwise meets certain conditions for licensure and who may be employed by the School Board with the intention of such individual, upon satisfaction of the

applicable requirements set forth in Board regulations, receiving full licensure with a renewable license.

The superintendent or School Board may recommend for a local eligibility license any individual who received a baccalaureate degree from a regionally accredited institution of higher education and who has experience or training in a subject or content area as the School Board or the superintendent deems appropriate for the applicable teaching position or endorsement area.

Each local eligibility license is subject to regulations developed by the Board of Education and criteria established by law, including, but not limited to, the following:

- the School Board ensures that the number of its employed teachers who hold local eligibility licenses do not exceed five percent of the teachers employed by the School Board during the preceding school year;
- local eligibility licenses are not issued to any individual who is (i) seeking to provide instruction in special education or (ii) eligible for a collegiate professional license or postgraduate professional license;
- any individual issued a local eligibility license is required to complete, within the one-year of such licensure, all training requirements prescribed by law, the School Board and the superintendent;
- local eligibility licenses are only valid within the issuing school division;
- any individual issued a one-year local eligibility license is considered a probationary teacher and subject to the probationary terms of employment pursuant to Virginia law and School Board policies;
- when appropriate, before or by the expiration of such local eligibility license period held by an individual, the superintendent and School Board provide a recommendation to the Board of Education for such individual to be issued a collegiate professional or postgraduate professional license; and
- within a month of issuance to an individual, each local eligibility license is reviewed by the Department of Education's Office of Licensure to ensure compliance with all Board of Education regulations.

Adopted: July 8, 2024

Legal Refs.: Code of Virginia, 1950, as amended, §§ 22.1-298.1, 22.1-299, 22.1- 299.5 and 22.1-299.6.

READING SPECIALISTS

The School Board employs at minimum one reading specialist for each 550 students in kindergarten through grade five and one reading specialist for each 1,100 students in grades six through eight. The School Board, upon determination of greatest need, may assign reading specialists to specific grade levels.

Reading specialists serve as advisors on dyslexia and related disorders. Reading specialists can provide the reading intervention services required by Virginia Code § 22.1-253.13:1 and identified in Policy IGBD Programs for Students with Reading Deficiencies.

Each reading specialist employed by the School Board has the necessary training, understanding, and knowledge required by Virginia law and, when applicable, the required licensure issued by the Department of Education.

Adopted: July 8, 2024

Legal Ref.:	Code of Virginia, 1950, as amended, §§ 22.1-1, 22.1-253.13:1, 22.1-253.13:2, 22.1-253.13:6, 22.1-298.1, and 22.1-299.7:1.	
Cross Ref.:	AG	Literacy Plan
	GCL	Professional Staff Development
	IGBD	Programs for Students with Reading Deficiencies

SUPPLEMENTARY PAY

The Tazewell County School Board approves all athletic coaching and other extracurricular activity sponsorships for which supplemental pay is provided. The Board establishes the amount of compensation for employees who coach or supervise such activities.

A separate contract in a form permitted by the Board of Education is executed by the School Board with an employee who receives supplemental pay for any athletic coaching assignment or extracurricular activity sponsorship assignment. All such contracts require a party intending to terminate the contract to give reasonable notice to the other party before termination thereof becomes effective.

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 activities that are conducted in conjunction with regular classroom, curriculum, or instructional programs.

Adopted: July 8, 2024

Legal Refs.: Code of Virginia, 1950, as amended, §§ 22.1-78, 22.1-302 and 22.1-313.

Cross Ref.: GCB Professional Staff Contracts

EMPLOYMENT OF FAMILY MEMBERS

- A. The School Board may not employ or pay, and the superintendent may not recommend for employment, any family member of the superintendent or of a School Board member except as authorized in below. This prohibition does not apply to the employment, promotion, or transfer within the school division of any family member who
- has been employed pursuant to a written contract with the School Board or employed as a substitute teacher or teacher's aide by the School Board prior to the taking of office of the superintendent or any School Board member, or
 - has been employed pursuant to a written contract with the School Board or employed as a substitute teacher or teacher's aide by the School Board prior to the inception of the family relationship, or
 - was employed by the School Board at any time prior to June 10, 1994 and had been employed at any time as a teacher or other employee of any Virginia school board prior to the taking of office of any member of the School Board or the superintendent.

A family member employed as a substitute teacher may not be employed to any greater extent than such family member was employed by the School Board in the last full school year prior to the taking of office of such Board member or superintendent or to the inception of such relationship.

- B. Notwithstanding the rules stated in Section A above, the School Board may employ or pay, and the superintendent may recommend for employment, any family member of a School Board member provided that
- the member certifies that they had no involvement with the hiring decision; and
 - the superintendent certifies to the remaining members of the School Board in writing that the recommendation is based upon merit and fitness and the competitive rating of the qualifications of the individual and that no member of the Board had any involvement with the hiring decision.
- C. Notwithstanding the rules stated in Section A above, the School Board may employ or pay any family member of the superintendent provided that
- the superintendent certifies that they had no involvement with the hiring decision; and
 - the assistant superintendent certifies to the members of the School Board in writing that the recommendation is based upon merit and fitness and the competitive rating of the qualifications of the individual and that the superintendent had no involvement with the hiring decision.
- D. No family member of any employee may be employed by the School Board if the family member is to be employed in a direct supervisory and/or administrative relationship

either supervisory or subordinate to the employee. The employment and assignment of family members in the same organizational unit is discouraged.

- E. Family members are defined as father, mother, brother, sister, spouse, son, daughter, son-in-law, daughter-in-law, sister-in-law or brother-in-law.

Adopted: July 8, 2024

Legal Ref.: Code of Virginia, 1950, as amended, § 2.2-3119.

Cross Ref.: BBFA Conflict of Interests and Disclosure of Economic Interests
GCI Professional Staff Assignments and Transfers

PROFESSIONAL STAFF DEVELOPMENT

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

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

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

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

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

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

The Board provides high-quality professional development in implementing the Virginia IEP established pursuant to Va. Code § 22.1-214.4(11) and the referral, evaluation, reevaluation and eligibility forms and worksheets referenced in Va. Code §22.1-214.4(6), for each teacher with a provisional special education license or an endorsement in special education general curriculum kindergarten through grade 12, special education deaf and hard of hearing preschool through grade 12, and special education blindness and visual impairments preschool through grade 12.

The Board provides 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.

All instructional personnel are required to participate each year in professional development programs. No elementary or secondary school teacher is required to participate more than once every five years in training regarding appropriate management of student conduct and student offenses in violation of School Board policies or relating to secure mandatory test violations as set forth in Va. Code §§ 22.1-19.1 and 22.1-292.1 unless the School Board or superintendent determines that 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.

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 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 8, 2024

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.

INSTRUCTIONAL GOALS AND OBJECTIVES

The Tazewell County School Board develops and implements a program of instruction for grades kindergarten through 12 that is aligned to the Standards of Learning established by the Board of Education and that meets or exceeds the requirements of the Board of Education. The program of instruction emphasizes reading, writing, speaking, mathematical concepts and computations, proficiency in the use of computers and related technology, computer science and computational thinking, including computer coding, and scientific concepts and processes; essential skills and concepts of citizenship, including knowledge of Virginia history and world and United States history, economics, government, foreign languages, international cultures, health and physical education, environmental issues and geography necessary for responsible participation in American society and in the international community; fine arts, which may include, but need not be limited to, music and art, and practical arts; knowledge and skills needed to qualify for further education, gainful employment, or training in a career or technical field; and development of the ability to apply such skills and knowledge in preparation for eventual employment and lifelong learning and to achieve economic self-sufficiency.

The School Board shall also implement:

1. programs in grades kindergarten through three that emphasize developmentally appropriate learning to enhance success
2. programs based on prevention, intervention, or remediation designed to increase the number of students who earn a high school diploma and to prevent students from dropping out of school; such programs shall include components that are research-based
3. career and technical education programs incorporated into the kindergarten through grade 12 curricula
4. educational objectives in middle and high school that emphasize economic education and financial literacy pursuant to Va. Code § 22.1-200.03
5. early identification of students with disabilities and enrollment of such students in appropriate instructional programs consistent with state and federal law
6. early identification of gifted students and enrollment of such students in appropriately differentiated instructional programs
7. educational alternatives for students whose needs are not met in programs prescribed elsewhere in the Standards of Learning
8. adult education programs for individuals functioning below the high school completion level
9. a plan to make achievements for students who are educationally at risk a divisionwide priority that includes procedures for measuring the progress of such students

10. an agreement for postsecondary credit and degree attainment with any community college in Virginia specifying the options for students to complete an associate's degree, a one-year Uniform Certificate of General Studies or the Passport Program from a community college concurrent with a high school diploma consistent with the requirements for the College and Career Ready Virginia Program; such agreement specifies the credit available for dual enrollment courses and Advanced Placement courses with qualifying exam scores of three or higher

11. a plan to notify students and their parents of the availability of dual enrollment and Advanced Placement classes, career and technical education programs, including internships, externships, apprenticeships, credentialing programs, certification programs, licensure programs, and other work-based learning experiences; the International Baccalaureate Program, and Academic Year Governor's School Programs, the qualifications for enrolling in such classes, programs, and experiences, and the availability of financial assistance to low-income and needy students to take the Advanced Placement and International Baccalaureate examinations; this plan includes notification to students and parents of the College and Career Ready Virginia Program established by Va. Code § 22.1-237.1, et seq. and its agreement with a community college in Virginia to enable students to complete an associate's degree or a one-year Uniform Certificate of General Studies, or the Passport Program concurrent with a high school diploma

12. identification of students with limited English proficiency and enrollment of such students in appropriate instructional programs, which programs may include dual language programs whereby such students receive instruction in English and in a second language

13. early identification, diagnosis, and assistance for students with mathematics problems and provision of instructional strategies and mathematics practices that benefit the development of mathematics skills for all students

14. incorporation of art, music, and physical education as a part of the instructional program at the elementary school level

15. a program of physical activity available to all students in grades kindergarten through five consisting of at least 20 minutes per day or an average of 100 minutes per week during the regular school year and available to all students in grades six through 12 with a goal of at least 150 minutes per week on average during the regular school year; such program may include any combination of (i) physical education classes, (ii) extracurricular athletics, (iii) recess, or (iv) other programs and physical activities deemed appropriate by the School Board.

16. a program of student services for grades kindergarten through grade 12 designed to aid students in their educational, social, and career development

17. the collection and analysis of data and the use of the results to evaluate and make decisions about the instructional program

18. a program of instruction in each government course in the school division on all information and concepts in the civics portion of the U.S. Naturalization test

19. a program of literacy instruction that is aligned with science-based reading research and provides evidence-based literacy instruction to students in kindergarten through eight that is consistent with the School Board's divisionwide literacy plan

Timely written notification is provided to the parents of any student who:

- undergoes literacy and Response to Intervention screening and services;
- does not meet the benchmark on any assessment used to determine at-risk learners in preschool through grade 12, which notification includes all such assessment scores and subscores and any intervention plan that results from such assessment scores or subscores; or
- receives reading intervention services. Parents of each student who receives reading intervention services are notified before the services begin and given notice of and a copy of the student's reading plan.

Adopted: July 8, 2024

Legal Refs.: Code of Virginia, 1950, as amended, §§ 22.1-78, 22.1-23.3, 22.1-215.2, 22.1-237.1, 22.1-237.2, 22.1-237.3, 22.1-237.4, 22.1-237.5, 22.1-253.13:1.

Cross Refs.:	AG	Literacy Plan
	IGAD	Career and Technical Education
	IGBE	Remedial and Summer Instructional Program
	IGBI	Advanced Placement Classes and Special Programs
	IGBD	Programs for Students with Reading Deficiencies
	IJD	College and Career Readiness
	JHCF	Student Wellness
	LEB	Advanced/Alternative Courses for Credit

NOTIFICATION OF LEARNING OBJECTIVES

I. Annual Notice

At the beginning of each school year, each school within the Tazewell County School Division provides to its students' parents or guardians information on the availability of and source for receiving:

- the learning objectives developed in accordance with the Standards of Accreditation to be achieved at their child's grade level, or, in high school, a copy of the syllabus for each of their child's courses;
- the Standards of Learning (SOLs) applicable to the child's grade or course requirements and the approximate date and potential impact of the child's next SOL testing;
- an annual notice to students in all grade levels of all requirements for Board of Education-approved diplomas; and
- the School Board's policies on promotion, retention and remediation.

The superintendent certifies to the Department of Education that the notice required by this policy has been given.

II. Notice of Credits Needed for Graduation and of the Right to a Free Public Education

- A. The School Board notifies the parents of rising eleventh and twelfth grade students of
- the requirements for graduation pursuant to the Standards for Accreditation and
 - the requirements that have yet to be completed by the individual student.
- B. The School Board notifies the parent of students with disabilities who have an Individualized Education Program (IEP) and who fail to meet the graduation requirements of the student's right to a free and appropriate education to age 21, inclusive, pursuant to Va. Code § 22.1-213 et seq.
- C. The School Board notifies the parent of students who fail to graduate or who fail to achieve graduation requirements as provided in the Standards of Accreditation and who have not reached 20 years of age on or before August 1st of the School Board of the right to a free public education. If the student who does not graduate or complete such requirements is a student for whom English is a second language, the School Board notifies the parent of the student's opportunity for a free public education in accordance with Va. Code § 22.1-5.

Adopted: July 8, 2024

Legal Refs.: Code of Virginia, 1950, as amended, § 22.1-253.13:4.

8 VAC 20-131-270.

Cross Refs.:	IGBA	Programs for Students with Disabilities
	IGBC	Parental Involvement
	IKF	The Virginia Assessment Program and Graduation Requirement

SCHOOL YEAR/SCHOOL DAY

School Year

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

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

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

Make Up Days

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

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

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

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

The Board of Education may waive the requirement that the school division provide additional teaching days or teaching hours to compensate for school closings resulting from a declared state of emergency or severe weather conditions or other emergency situations under certain circumstances. If the School Board desires a waiver, it will submit a request to the Board

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

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

School Calendar

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

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

Joint or Regional Schools

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

Certification

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

Adopted: July 8, 2024

Legal Refs.: Code of Virginia, 1950, as amended §§ 22.1-2.1, 22.1-26, 22.1-79.1, 22.1-98, 22.1-200.2.

Acts 2019, cc. 569, 570 and 637.

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

CAREER AND TECHNICAL EDUCATION

The Tazewell County School Board provides career and technical educational programs incorporated into the kindergarten through twelfth grade curricula that include

- knowledge of careers and all types of employment opportunities including, but not limited to, apprenticeships, entrepreneurship and small business ownership, the military, and the teaching profession, and emphasize the advantages of completing school with marketable skills;
- career exploration opportunities in the middle school grades; and
- competency-based career and technical education programs which integrate academic outcomes, career guidance and job-seeking skills for all secondary students based on labor market needs and student interest. Career guidance includes counseling about available employment opportunities and placement services for students exiting school;
- annual notice on its website to enrolled high school students and their parents of (i) the availability of the postsecondary education and employment data published by the State Council of Higher Education on its website and (ii) the opportunity for such students to obtain a nationally recognized career readiness certificate at a local public high school, comprehensive community college or workforce center; and
- as part of each student's Academic and Career Plan lists of top professions in Virginia, skills required for each profession, and top degree programs at institutions of higher education in Virginia, as compiled annually by the Department of Education and provided to the School Board in accordance with Virginia Code § 22.1-253.13:1.

The School Board develops and implements a plan to ensure compliance with this Policy. This plan is developed with the input of area business and industry representatives and local comprehensive community colleges and is submitted to the Superintendent of Public Instruction in accordance with the timelines established by federal law.

The School Board may establish High School to Work Partnerships or delegate the authority to establish High School to Work Partnerships to the division's career and technical education administrator or the administrator's designee, in collaboration with the school counselor office of each high school in the school division, and educate high school students about opportunities available through High School to Work Partnerships.

The School Board may enter into agreements for postsecondary course credit, credential, certification, or license attainment, referred to as College and Career Access Pathways Partnerships, with comprehensive community colleges or other public institutions of higher education or educational institutions that offer a career and technical education curriculum. College and Career Access Pathways Partnerships specify

- the options for students to take courses as part of the career and technical education curriculum that lead to course credit or an industry-recognized credential, certification, or license concurrent with a high school diploma;
- the credit, credentials, certifications, or licenses available for such courses;

- the industry-recognized credentials that are accepted as substitutes for certain credits required for high school graduation, consistent with the list developed and maintained by the Virginia Board of Education pursuant to Va. Code § 22.1-253.13:1(F); and
- available options for students to participate in pre-apprenticeship and apprenticeship programs at comprehensive community colleges concurrent with the pursuit of a high school diploma and receive college credit and high school credit for successful completion of any such program.

Adopted: July 8, 2024

Legal Refs.: Code of Virginia, 1950, as amended, §§ 22.1-227.1, 22.1-237.1, 22.1-237.2, 22.1-237.3, 22.1-237.4, 22.1-237.5, 22.1-253.13:1.

Cross Ref.: IA Instructional Goals and Objectives
 IGBI Advanced Placement Classes and Special Programs
 IJ Guidance and Counseling Program
 IJD College and Career Readiness
 LEB Advanced/Alternative Courses for Credit

HEALTH EDUCATION/PHYSICAL EDUCATION

Students receive health instruction and physical training as prescribed by the Board of Education and approved by the Board of Health.

Such health instruction

- incorporates standards that recognize the multiple dimensions of health by including mental health and the relationship of physical and mental health so as to enhance student understanding, attitudes, and behavior that promote health, well-being and human dignity, and
- may include an age-appropriate program of instruction on the safe use of and risks of abuse of prescription drugs that is consistent with curriculum guidelines developed by the Board of Education and approved by the Board of Health, and
- may include a program of instruction on menstrual education in grade levels four through eight, offered at the grade level the School Board deems appropriate.

Such health instruction includes the following topics:

- general themes of life skills, including self-awareness, self-management, responsible decision making, relationship skills, and social awareness;
- signs and symptoms of common mental health challenges;
- mental health wellness and healthy strategies for coping with stress and negative feelings, including conflict resolution skills;
- the importance of and guidance on seeking assistance from an adult or mental health professional, including information on services offered within the school or the division;
- the prevalence of mental health challenges and the importance of overcoming common stigmas surrounding such mental health challenges;
- the connection between mental health and substance use disorders; and
- the importance of mental health to the student's overall well-being, including physical health and academic success.

The Tazewell County school division provides a program of physical activity available to all students in grades kindergarten through five consisting of at least 20 minutes per day or an average of 100 minutes per week during the regular school year and available to all students in grades six through 12 with a goal of at least 150 minutes per week on average during the regular school year. Such program may include any combination of physical education classes, extracurricular athletics, recess or other programs and physical activities. Any physical education class offered to students in grades seven and eight includes at least one hour of personal safety training per school year in each such grade level that is developed and delivered in partnership with the local law-enforcement agency and consists of situational safety awareness training and social

media education. The School Board accepts participation in the Junior Reserve Officers' Training Corps as fulfillment of any physical education requirements applicable to students in grades nine through 12.

Hazing Prevention Instruction

The School Board offers as a part of physical or health education instruction provided to students in grade nine or 10 research-based hazing prevention instruction in accordance with the Standards of Learning and curriculum guidelines developed by the Virginia Department of Education. Hazing prevention instruction is offered in person with options for virtual participation for any student who is enrolled in an online or virtual physical or health education program.

Adopted: July 8, 2024

Legal Refs.: Code of Virginia, 1950, as amended, §§ 22.1-207, 22.1-253.13:1.

Cross Refs.:	CLA	Reporting Acts of Violence and Substance Abuse
	IC/ID	School Year/School Day
	IGAG	Teaching About Drugs, Alcohol, and Tobacco
	IGBG	Off-Site Instruction and Virtual Courses
	IGBGA	Online Courses and Virtual School Programs
	JHCA	Physical Examinations of Students
	JHCF	Student Wellness
	JO	Student Records

TEACHING ABOUT DRUGS, ALCOHOL AND TOBACCO

Tazewell County Public Schools provides instruction concerning

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

Each school that includes grades nine through 12 annually distributes fentanyl education and awareness information developed by the Department of Education to each student in those grades within the first two weeks of school.

Adopted: July 8, 2024

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

Cross Refs:	GBEC/JFCH/KGC	Tobacco Products and Nicotine Vapor Products
	IGAE/IGAF	Health Education/Physical Education
	JFCF	Drugs in School

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 specified by state and federal statutes and regulations.

Special Education Parent/Family Liaison

Beginning in the 2024-2025 School Year, 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.

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 8, 2024

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, 22.1-214.5, 22.1-215, 22.1-253.13:2, 22.1-253.13:4.

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
	IKF	The Virginia Assessment Program and Graduation Requirements
	JO	Student Records

PROGRAMS FOR STUDENTS WITH READING DEFICIENCIES

Reading intervention services are provided to students in kindergarten through grade eight who demonstrate substantial deficiencies based on their individual performance on the Standards of Learning reading assessment or a literacy screener provided by the Department of Education (the Department). Reading intervention services are consistent with evidence-based literacy instruction and aligned with science-based reading research and can be provided by reading specialists employed by the School Board.

For each student who receives reading intervention services:

- the reading intervention services are documented in the student's reading plan;
- a reading specialist, in collaboration with the student's teacher(s), develops, oversees implementation of, and monitors student progress on the student's reading plan;
- the student's parent is given the opportunity to participate in the development of the student's reading plan and is given notice of the student's reading plan;
- the student's parent is given notice before reading intervention services begin;
- the student's parent is given a copy of the student's reading plan; and
- the student is assessed again at the end of that school year using either the literacy screener provided by the Department or the grade-level reading Standards of Learning assessment.

Each Student Reading Plan:

- (i) follows the template created by the Department;
- (ii) documents the reading intervention services provided to the student;
- (iii) includes, at a minimum:
 - a. the student's specific, diagnosed reading skill deficiencies as determined or identified by diagnostic assessment data or the literacy screener provided by the Department;
 - b. the goals and benchmarks for student growth in reading;
 - c. a description of the specific measures that will be used to evaluate and monitor the student's reading progress;
 - d. the specific evidence-based literacy instruction that the student will receive;
 - e. the strategies, resources, and materials that will be provided to the student's parent to support the student to make reading progress; and
 - f. any additional services the teacher deems available and appropriate to accelerate the student's reading skill development; and
- (iv) may include, the following services for the student:
 - a. instruction from a reading specialist, trained aide, computer-based reading tutorial program, or classroom teacher with support from an aide;
 - b. extended instructional time in the school day or school year, or,

- c. for students in grades six through eight, a literacy course, in addition to the course required by the Standards of Learning in English, that provides the specific evidence-based literacy instruction identified in the student's reading plan.

Adopted: July 8, 2024

Legal Ref.: Code of Virginia, 1950, as amended, §§ 22.1-1, 22.1-215.2, 22.1-253.13:1, 22.1-253.13:2, and 22.1-253.13:6.

Cross Ref.:	AG	Literacy Plan
	GCA	Reading Specialists
	GCL	Professional Staff Development
	IA	Instructional Goals and Objectives
	IKA	Parental Assistance with Instruction
	IKH	Retaking SOL Assessments

ENGLISH LEARNERS

Generally

The Tazewell County School Board provides programs to improve the education of English learners by assisting the children to learn English and meet Virginia's challenging academic content and student academic achievement standards.

The School Board accepts and provides programs for students for whom English is a second language who entered school in Virginia for the first time after reaching their 12th birthday, and who have not reached age 22 on or before August 1 of the school year. No tuition is charged such students, if state funding is provided for such programs.

Assessments

The School Board annually assesses the English proficiency of all English learners.

Notification of Programs for English Learners

The School Board, not later than 30 days after the beginning of the school year, informs the parents of an English learner identified for participation in, or participating in, a program for English learners, of

- the reasons for the identification of their child as an English learner and in need of placement in a language instruction educational program;
- the child's level of English proficiency, how that level was assessed and the status of the child's academic achievement;
- the methods of instruction used in the program in which their child is, or will be, participating, and the methods of instruction used in other available programs, including how such programs differ in content, instruction goals, and use of English and a native language in instruction;
- how the program in which their child is, or will be, participating will meet the educational strengths and needs of the child;
- how such program will specifically help their child learn English, and meet age-appropriate academic achievement standards for grade promotion and graduation;
- the specific exit requirements for such program, the expected rate of transition from such program into classrooms that are not tailored for English learners, and the expected rate of graduation from high school (including four-year adjusted cohort graduation rates and extended-year adjusted cohort graduation rates for such program);
- in the case of a child with a disability, how such program meets the objectives of the individualized education program of the child; and
- information pertaining to parental rights that includes written guidance
 - detailing the right that parents have to have their child immediately removed from such program upon their request and the options that parents have to decline to enroll their child in such program or to choose another program or method of instruction, if available, and

- assisting parents in selecting among various programs and methods of instruction, if more than one program or method is offered by the school division.

For a child who has not been identified as an English learner prior to the beginning of the school year but is identified as an English learner during the school year, the School Board provides the notice detailed above within 2 weeks of the child being placed in the program.

The information described above is provided to parents in an understandable and uniform format and, to the extent practicable, in a language that the parent can understand.

Notification of Availability of Testing Accommodations

Each high school principal or principal's designee notifies each English learner of the availability of testing accommodations available for industry certifications, state licensure examinations, national occupational competency assessments, the Armed Services Vocational Aptitude Battery and the Virginia workplace readiness skills assessment prior to the student's participation in any such certification, examination, assessment, or battery.

Adopted: July 8, 2024

Legal Ref.: 20 U.S.C. §§ 6311, 6312, 6825.

Code of Virginia, 1950, as amended, §§ 22.1-5, 22.1-253.13:4.

Cross Ref.:	IA	Instructional Goals and Objectives
	IGBC	Parent and Family Engagement

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 8, 2024

Legal Ref.: Code of Virginia, 1950, as amended, §§ 22.1-212.23, 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
IGAE/IGAF Health Education/Physical Education
IGBA Programs for Students with Disabilities
IGBG Off-Site Instruction and Virtual Courses

ADVANCED PLACEMENT CLASSES AND SPECIAL PROGRAMS

Students and their parents are notified of the availability of dual enrollment and advanced placement classes; career and technical education programs, including internships, externships, apprenticeships, credentialing programs, certification programs, licensure programs, and other work-based learning experiences; the International Baccalaureate program and Academic Year Governor's School Programs, and the College and Career Ready Virginia Program; the qualifications for enrolling in such classes, programs, and experiences; and the availability of financial assistance to low-income and needy students to take the advanced placement and International Baccalaureate examinations. Students and their parents are also notified of the program with a community college to enable students to complete an associate's degree, one-year Uniform Certificate of General Studies, or the Passport Program concurrent with a high school diploma. The superintendent promulgates regulations to implement this policy, which ensure the provision of timely and adequate notice to students and their parents.

Adopted: July 8, 2024

Legal Ref.: Code of Virginia, 1950, as amended, §§ 22.1-237.1, 22.1-237.2, 22.1-237.3, 22.1-237.4, 22.1-237.5, 22.1-253.13:1.

Cross Ref.:	IA	Instructional Goals and Objectives
	IGAD	Career and Technical Education
	IJD	College and Career Readiness
	IKF	The Virginia Assessment Program and Graduation Requirements
	LEB	Advanced/Alternative Courses for Credit

COLLEGE AND CAREER READINESS

Each middle and secondary school provides for the early identification and enrollment of students in a program with a range of educational and academic experiences related to college and career readiness in and outside the classroom, including an emphasis on experiences that will motivate disadvantaged and minority students to prepare for a career or postsecondary education.

Each elementary, middle, and secondary school provides for the identification by all students of personal interests and abilities to support planning for postsecondary opportunities and career preparation. Such support includes provision of information concerning exploration of career cluster areas in elementary schools, and course information and planning for college preparation programs, opportunities for educational and academic experiences in and outside the classroom, including internships and work-based learning, and the multiple pathways to college and career readiness in middle and high school.

Beginning in the elementary school years, students explore the different occupations associated with career clusters and select an area or areas of interest. Students begin the development of an academic and career plan portfolio (ACPP) in elementary grades to include information about interests, values such as dependability and responsibility, and skills supporting decisions about their future interests and goals. The information contained in the ACPP serves as the foundation for creating the Academic and Career Plan (ACP) in grade 7.

In middle school, students complete a locally selected career interest inventory and select a career pathway. To support development of the ACP, students complete at least one course in career investigation selected from the career and technical education state-approved list, or a school division-provided alternative means of delivering the career investigation course content, provided that the alternative is equivalent in content and academic rigor.

The School Board may require such courses in career investigation at the high school level as it deems appropriate, subject to approval by the Board of Education. The School Board may require such courses in career investigation at the elementary school level as it deems appropriate.

Each qualified high school student is provided access to courses at each high school in the division that are sufficient to complete the Passport Program and the Uniform Certificate of General Studies Program at a public institution of higher education at no cost to such student pursuant to the College and Career Ready Virginia Program established by Va. Code § 22.1-237.1, et seq.

All schools continue development of a personal ACP with each seventh-grade student with completion by the end of the fall semester of the student's eighth-grade year. The components of the ACP include the student's program of study for high school graduation and a postsecondary career pathway based on the student's academic and career interests. In high school, a career-related learning experience is chosen by the student and documented in the ACP.

The ACP is developed in accordance with guidelines established by the Board of Education and signed by the student, student's parent or guardian, and school official or officials designated by the principal. The ACP is included in the student's record and is reviewed and updated annually. Lists, as compiled annually by the Department of Education and provided to the School Board, of 1) the top 100 professions in Virginia by median pay and the education, training and skills required for each such profession and 2) the top 10 degree programs at institutions of higher education in Virginia by median pay of program graduates are included as part of each student's ACP.

Beginning in the middle school years, students are counseled on opportunities for beginning postsecondary education and opportunities for obtaining industry certifications, occupational competency credentials, or professional licenses in a career and technical education field prior to high school graduation as described in Policy LEB Advanced/Alternative Courses for Credit, and pursuant to 8 VAC 20-131-100 and 8 VAC 20-131-140.

Information that assists high school students in making informed decisions about their futures after graduating from high school and ensures that such students are aware of the costs and benefits of different educational and certificate programs, as collected and compiled by the Virginia Department of Education in consultation with the State Council of Higher Education for Virginia, is readily available to each high school student. The information is distributed to each high school student who expresses an interest in attending an institution of higher education or completing a training program.

Adopted: July 8, 2024

Legal Refs.: Code of Virginia, 1950, as amended, §§ 22.1-206.2, 22.1-237.1, 22.1-237.2, 22.1-237.3, 22.1-237.4, 22.1-237.5, 22.1-253.13:1, 22.1-253.13:3.

8 VAC 20-131-140.

Cross Ref.:	IA	Instructional Goals and Objectives
	IGAD	Career and Technical Education
	IGBI	Advanced Placement Classes and Special Programs
	IJ	Guidance and Counseling Program
	JO	Student Records
	LEB	Advanced/Alternative Courses for Credit

RETAKING SOL ASSESSMENTS

Students in kindergarten through grade 8 are not required to retake Virginia Assessment Program tests unless:

- they are retained in grade and have not previously passed the related tests,
- they received reading intervention services, or
- as otherwise permitted by the Board of Education.

Students in high school are required to retake end-of-course SOL tests as determined by the Board of Education.

Adopted: July 8, 2024

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

8 VAC 20-131-30.

8 VAC 20-131-110.

Cross Refs.:	AG	Literacy Plan
	IGBD	Programs for Students with Reading Deficiencies
	IKF	The Virginia Assessment Program and Graduation Requirements
	IKG	Remediation Recovery Program
	IL	Testing Programs

SCHOOL ADMISSION

Generally

A person of school age (i.e., a person who will have reached the person's fifth birthday on or before September 30 of the school year and who has not reached 20 years of age on or before August 1st of the school year) is eligible for admission on a non-tuition basis if residing in the Tazewell County School Division, or if eligible for admission under Policy JECA Admission of Homeless Children.

A person of school age is deemed to reside in the school division

- when the person is living with a natural parent, or a parent by legal adoption, in the Tazewell County School Division;
- when, in accordance with the provisions of Va. Code § 22.1-360, the person is living with a noncustodial parent or other person standing in loco parentis, not solely for school purposes, pursuant to a Special Power of Attorney executed under 10 United States Code § 1044b by the custodial parent;
- when the parents of such person are dead and the person is living with a person in loco parentis who actually resides within the school division;
- when the parents of such person are unable to care for the person and the person is living, not solely for school purposes, with another person who resides in the school division and is either
 - (i) the court-appointed guardian, or has legal custody of the person,
 - (ii) acting in loco parentis pursuant to placement of the person for adoption by a person or entity authorized to do so under Va. Code § 63.2-1200; or
 - (iii) an adult relative providing temporary kinship care as that term is defined in Va. Code § 63.2-100. Both parents and the relative providing kinship care must submit signed, notarized affidavits
 - (a) explaining why the parents are unable to care for the person,
 - (b) detailing the kinship care arrangement, and
 - (c) agreeing that the kinship care provider or a parent will notify the school within 30 days of when the kinship care arrangement ends.

The parent must also provide a power of attorney authorizing the adult relative to make educational decisions regarding the person. A parent or the kinship care provider must also obtain written verification from the department of social services where the parent or parents live, and the department of social services where the kinship provider lives, that the kinship arrangement serves a legitimate purpose that is in the best interest of the person other than school enrollment. If the kinship care arrangement lasts more than one year, or the person transitions to a new kinship care arrangement, the school division must receive continued verification directly from both departments of social services that the parents are unable to care for the person and that the kinship care arrangement serves a legitimate purpose other than school. If a person in a kinship care arrangement moves into a different school division during the school year as a result of (1) safely returning home, (2) being emancipated pursuant to Va. Code § 16.1-333, or

(3) transitioning to a new kinship care arrangement, the provisions of this subsection continue to apply through the end of such school year.

- when the person is living in the school division not solely for school purposes, as an emancipated minor;
- when all or any portion of the building in which the person resides (i) with another person as set forth in the first through fourth bullets above or (ii) as an emancipated minor as set forth in the fifth bullet above is taxable by the locality in which the school division is located; or
- when the person has been placed in a foster care placement within the school division by a local social services agency. The sending and receiving school divisions will cooperate in facilitating the enrollment of any child placed in foster care across jurisdictional lines to enhance continuity of instruction. The child will be allowed to continue to attend the school in which the child was enrolled prior to the most recent foster care placement, upon the joint determination of the placing social services agency and the school division that such attendance is in the best interest of the child. No person of school age who is the subject of a foster care placement will be charged tuition regardless of whether the child is attending the school in which the child was enrolled prior to the most recent foster care placement or is attending a school in the receiving school division. These provisions apply to any student who was in foster care upon reaching 18 years of age and has not reached 22 years of age. The provisions of this subsection apply to a student who has transitioned out of foster care and (i) whose custody has been transferred to the student's parent or prior legal guardian or (ii) who has been emancipated pursuant to Va. Code § 16.1-333.

Certain other students may be admitted into the public schools of the division and may be charged tuition in accordance with Va. Code § 22.1-5 and pursuant to Tazewell County School Board Regulation JEC-R School Admission.

Children of Persons on Active Military Duty

No child of a person on active military duty

- who is attending a school free of charge in accordance with this policy will be charged tuition by the school division upon such child's relocation to military housing located in another school division in the Commonwealth, pursuant to orders received by such child's parent to relocate to base housing. Such children are allowed to continue attending school in the school division and are not charged tuition for attending such school;
- who is attending a school free of charge in accordance with this policy will be charged tuition upon such child's relocation pursuant to orders received by such child's parent to relocate to a new duty station or to be deployed. Such children are allowed to remain enrolled in the division free of tuition through the end of the school year; and
- who is eligible to attend school free of charge in accordance with this policy will be charged tuition by a school division that will be the child's school division of residence once the child's service member parent is relocated pursuant to orders received. Such a child will be allowed to enroll in the school division of the child's intended residence if documentation is provided, at the time of enrollment, of military orders of the service member parent or an official letter from the service member's command indicating such

relocation. Documentation indicating a permanent address within the school division must be provided to the school division within 120 days of a child's enrollment or tuition may be charged, including tuition for the days since the child's enrollment in school. In the event that the child's service member parent is ordered to relocate before the 120th day following the child's enrollment, the school division will not charge tuition. Students eligible to enroll in the school division in accordance with this policy because they are the children of military personnel on active military duty who will reside in the division may register, remotely or in-person, for courses and other academic programs and participate in the lottery process for charter schools and college partnership laboratory schools in the school division at the same time and in the same manner as students who reside in the division. The assignment of the school such child will attend will be determined by the school division.

Such children are counted in the average daily membership of the school division in which they are enrolled. Further, the school division in which such children are enrolled subsequent to their relocation to base housing is not responsible for providing for their transportation to and from school.

Children of Certain Federal Employees

Children of federal employees serving under orders pursuant to Title 22 or 50 of the United States Code are eligible for enrollment in Tazewell County School Division provided that the documents required by Va. Code §§ 22.1-3.1 and 22.1-3.2 are provided and subject to the authority of the school division to exclude such children from attendance pursuant to Va. Code § 22.1-277.2 or if such children have been found guilty or adjudicated delinquent for any offense listed in subsection G of Va. Code § 16.1-260 or any substantially similar offense under the laws of any state.

Students may enroll in the Tazewell County School Division if the division is the student's intended residence if documentation is provided at the time of enrollment of Title 22 or 50 orders of the federal employee parent. Documentation indicating a permanent address within the school division must be provided to the school division within 120 days of a student's enrollment or tuition may be charged, including tuition for the days since the student's enrollment. In the event that the federal employee parent is ordered to relocate under Title 22 or Title 50 orders before the one hundred twentieth day following the student's enrollment, the school division will not charge tuition. Students eligible to enroll in the school division pursuant to this section may register, remotely or in person, for courses and other academic programs and participate in the lottery process for charter schools and college partnership laboratory schools in the school division at the same time and in the same manner as students who reside in the division. The assignment of the school that such student will attend will be determined by the school division.

"Children of federal employees serving under orders pursuant to Title 22 or 50 of the United States Code" means school-age children, enrolled in kindergarten through grade 12, in the household of a federal employee serving under orders pursuant to Title 22 or 50 of the United States Code.

ADDITIONAL ADMISSION REQUIREMENTS

- A. Except as otherwise provided below, no pupil is admitted for the first time to any public school in any school division in Virginia unless the person enrolling the pupil presents, upon admission, a certified copy of the pupil's birth record. The principal or principal's designee records the official state birth number from the pupil's birth record into the pupil's permanent school record and may retain a copy in the pupil's permanent school record. If a certified copy of the pupil's birth record cannot be obtained, the person so enrolling the pupil must submit an affidavit setting forth the pupil's age and explaining the inability to present a certified copy of the birth record. If the school division cannot ascertain a child's age because of the lack of a birth certificate, the child will nonetheless be admitted into the public schools if the superintendent determines that the person submitting the affidavit presents information sufficient to estimate with reasonable certainty the age of such child.
- B. If a certified copy of the birth record is not provided, the administration immediately notifies the local law enforcement agency. The notice to the local law-enforcement agency includes copies of the submitted proof of the pupil's identity and age and the affidavit explaining the inability to produce a certified copy of the birth record.
- C. Within 14 days after enrolling a transfer student, the administration requests documentation that a certified copy of the pupil's birth record was presented when the pupil was enrolled in the former school.
- D. The School Board assigns a unique student identification number, determined in accordance with a system developed by the Department of Education, to each student enrolled in the division. No student identification number includes or is derived from the student's social security number. Each student retains the student's identification number for as long as the student is enrolled in a public elementary or secondary school in Virginia.
- E. Tuition rates are established each year in accordance with the provisions of Va. Code § 22.1-5.
- F. Prior to admission to the Tazewell County School Division, the parent, guardian, or other person having control or charge of the child must provide, upon registration,
- a sworn statement or affirmation indicating whether the student has been expelled from school attendance at a private school or in a public school division of the Commonwealth or another state for an offense in violation of school board policies relating to weapons, alcohol or drugs, or for the willful infliction of injury to another person. This document is maintained as a part of the student's scholastic record; and
 - a sworn statement or affirmation indicating whether the student has been found guilty of or adjudicated delinquent for any offense listed in subsection G of Va. Code § 16.1-260 or any substantially similar offense under the laws of any state, the District of Columbia, or the United States or its territories. This document is 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 § 16.1-260, the notice will become a part of the student's disciplinary record.

When the child is registered as a result of a foster care placement, the information required under this subsection must be furnished by the local social services agency or licensed child-placing agency that made the placement.

- G. A student, who has been expelled or suspended for more than thirty days from attendance at school by a school board or a private school in Virginia or in another state or for whom admission has been withdrawn by a private school in Virginia or another state may be excluded from attendance in the Tazewell County School Division regardless of whether such student has been admitted to another school division or private school in Virginia or in another state subsequent to such expulsion, suspension, or withdrawal of admission upon a finding that the student presents a danger to the other students or staff of the school division after (i) written notice to the student and the student's parent that the student may be subject to exclusion, including the reasons therefore, and notice of the opportunity for the student or the student's parent to participate in a hearing to be conducted by the superintendent or superintendent's designee regarding such exclusion; and (ii) a hearing of the case has been conducted by the superintendent or superintendent's designee; and the decision has been to exclude the student from attendance. The decision of the superintendent or superintendent's designee to exclude the student is final unless altered by the School Board upon written petition filed within fifteen (15) days of the decision to exclude the student by the student or the student's parent, for a review of the record by the School Board.

Upon the expiration of the exclusion period for an expulsion or a withdrawal of admission, which period is established by the School Board, committee thereof, or superintendent or superintendent's designee, as the case may be, at the relevant hearing, the student may petition the School Board for readmission. If the petition for readmission is rejected, the School Board identifies the length of the continuing exclusion period and the subsequent date upon which such student may petition the School Board for readmission.

For the purposes of this section, the superintendent's designee must be a (i) trained hearing officer or (ii) professional employee within the administrative offices of the school division who reports directly to the superintendent and who is not a school-based instructional or administrative employee.

In excluding any such expelled student from school attendance, the School Board may accept or reject any or all of any conditions for readmission imposed upon such student by the expelling school board pursuant to Va. Code § 22.1-277.06. The excluding School Board may not impose additional conditions for readmission to school.

- H. This policy does not preclude contractual arrangements between the Tazewell County School Board and agencies of the federal government or the school board of another jurisdiction to permit students not otherwise eligible to attend Tazewell County Public Schools.

- I. Prior to admission, the student must document compliance with, or eligibility for exemption from, the physical examination and immunization requirements contained in Va. Code §§ 22.1-270, 22.1-271.2 and 32.1-46 and policies JHCA Physical Examinations of Students and JHCB Student Immunizations.

If the person enrolling a child who has been placed in foster care by a local social services agency is unable to produce a report of a comprehensive physical examination and/or proof of immunization, the student is immediately enrolled; however, the person enrolling the child must provide a written statement that, to the best of the person's knowledge, the student is in good health and is free from communicable or contagious disease. In addition, the placing social service agency must obtain and produce the required documents or otherwise ensure compliance with the statutory requirements for the foster child within 30 days after the child's enrollment.

Adopted: July 8, 2024

Legal Refs.: Code of Virginia, 1950, as amended, §§ 22.1-1, 22.1-3, 22.1-3.1, 22.1-3.2, 22.1-3.4, 22.1-5, 22.1-255, 22.1-260, 22.1-270, 22.1-271.2, 22.1-276.01, 22.1-277.2, 22.1-287.02, 22.1-288.2, 22.1-369, 22.1-373, 22.1-378, 32.1-46, 63.2-100, 63.2-900, and 63.2-1200.

2007 Va. Opin. AG 07-015.
1987-88 Va. Opin. AG 374.

Cross Refs.:	JECA	Admission of Homeless Children
	JHCA	Physical Examinations of Students
	JHCB	Immunization of Students
	JGD/JGE	Student Suspension/Expulsion

DRUGS IN SCHOOL

I. Generally

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

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

A. Expulsion

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

B. Prevention and Intervention

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

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

C. Required Reporting to Parents and Local Law Enforcement

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

II. Students with Disabilities

- A. Students with disabilities are subject to the provisions of Section I of this policy and may be disciplined to the same extent as a nondisabled student provided the manifestation review committee determines that the violation was not a manifestation of the student's disability. The provisions of Policy JGDA Disciplining Students with Disabilities will be followed in addition to the regular disciplinary procedures.
- B. Additional authority to remove a student with a disability from school for a drug violation.
1. In addition to the authority granted in Section I and Section II, subsection A above, a student with a disability may be removed without parent consent and assigned to an interim alternative education program by school personnel for not more than forty-five (45) school days when the student knowingly possesses or uses illegal drugs, or sells or solicits the sale of a controlled substance, while at school, on school premises, or at a school function under the jurisdiction of a state or local educational agency. This option is available regardless of whether a manifestation exists. The removal should not be in excess of any removal imposed on a student without a disability for the same offense.
 2. For purposes of this forty-five (45) school day removal, "illegal drugs" and "controlled substance" are defined by federal law as follows:
 - a. Controlled substance means a drug or other substance identified under schedules I, II, III, IV, or V in § 202(c) of the Controlled Substances Act at 21 U.S.C. § 812(c).
 - b. Illegal drug means a controlled substance, but does not include a controlled substance that is legally possessed or used under the supervision of a licensed health-care professional or that is legally possessed or used under any other authority under the Controlled Substances Act or under any other provision of federal law.

Adopted: July 8, 2024

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

Code of Virginia, 1950, as amended, §§ 18.2-247, 18.2-250, 18.2-255.2, 22.1-277.08, 22.1-277.2:1, 22.1-279.3:1, 54.1-3401.

8 VAC 20-81-10.

Cross Refs:	CLA	Reporting Acts of Violence and Substance Abuse
	IGAG	Teaching About Drugs, Alcohol and Tobacco
	JGD/JGE	Student Suspension/Expulsion
	JFC	Student Conduct
	JGDA	Disciplining Students with Disabilities

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 County School Board but who are not in attendance at a school in the division, records made and maintained in the normal course of business which relate exclusively to the person in the person's capacity as an employee;
- records created or received after an individual is no longer in attendance and that are not directly related to the individual's attendance as a student;
- grades on peer-graded papers before they are collected and recorded by a teacher; and
- any electronic information, such as email, even if it contains personally identifiable information regarding a student, unless a printed copy of the electronic information is placed in the student's file or is stored electronically under an individual student's name on a permanent and secure basis for the purpose of being maintained as an educational record. For purposes of this policy, electronic information that exists on a back-up server, a temporary archiving system, or on a temporary basis on a computer is not an education record and is not considered as being maintained.

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

The fee for copies will be ten cents (10¢) per page. The actual cost of copying time and postage will be charged. The Tazewell County Public Schools does not charge for search and retrieval of the records. The Tazewell County Public Schools does not charge a fee for copying an Individualized Education Plan (IEP) or for a copy of the verbatim record of a hearing conducted in accordance with the State Board of Education's Regulations Governing Special Education Programs for Children with Disabilities in Virginia.

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

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 recordsA 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 8, 2024

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, 16.1-260, 16.1-305.1, 16.1-305.2, 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, 22.1-289, 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
	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
	JRCA	School Service Providers' Use of Student Personal Information
	KBA	Requests for Public Records
	KBA-R	Requests for Public Records
	KBC	Media Relations
	KNB	Reports of Missing Children
	KP	Parental Rights and Responsibilities
	LBD	Home Instruction
	LEB	Advanced/Alternative Courses for Credit

STUDENT PUBLICATIONS

Definition of Official School Publications

Official school publications such as newspapers, yearbooks, and literary magazines may be prepared in regularly scheduled classes and are components of the curriculum approved by the School Board. These publications are not intended to provide a public forum for students or the general public. With regard to these publications, the School Board is the publisher, the principal is the editor, the faculty sponsor is the co-editor, and students appointed by the co-editor may serve as assistant editors and journalists.

Responsibilities of Student Editors and Journalists

Student assistant editors and journalists are responsible for preparing and writing factual material that is not obscene, defamatory, or an invasion of privacy or that

- is reasonably foreseeable to lead to the substantial disruption of school activities or to endanger the health or safety of students or staff;
- advocates the commission of an unlawful act or the violation of a lawful school policy or regulation;
- advertises or advocates illegal products or services; or
- advocates prejudice, hatred, violence, or harassment.

Responsibilities of Student Publications Faculty Co-Editor

School publications faculty co-editors instruct students in the recognized practices and ethical considerations of journalism. Faculty members instruct students in appropriate journalistic techniques and consult with the principal regarding material that may violate the law or the recognized principles of journalism. Material that may be considered controversial by some members of the school community should be carefully considered by students and the faculty editor, and brought to the attention of the principal.

Responsibilities of the School Principal

The school principal is responsible for approving all publications in accordance with School Board policy and the principal's judgment and discretion.

Adopted: July 8, 2024

Legal Refs Hazelwood School Dist. v. Kuhlmeier, 484 U.S. 261, 108 S. Ct. 562,
98 L.Ed.2d 592 (1988).

Cross Refs: AC Nondiscrimination
 GB Equal Employment Opportunity/Nondiscrimination
 GBEC/JFCH/KGC Tobacco Products and Nicotine Vapor Products

JB	Equal Educational Opportunities/Nondiscrimination
JFC	Student Conduct
JFHA/GBA	Prohibition Against Harassment and Retaliation
JP	Advertising in the Schools

PUBLIC INFORMATION PROGRAM

The Tazewell County School Board recognizes the importance of providing information regarding the school division to the community. The Board utilizes appropriate means and media in order to

- explain the programs, achievements, and needs of the school division;
- keep students, parents/guardians, and staff members fully informed about Board policies and procedures as well as their own rights and responsibilities;
- communicate factual information regarding the school division: and
- involve students, parents/guardians, and the community in discussions regarding education programs, student activities, and Board policy.

Adopted: July 8, 2024

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

Cross Refs.:	KA	Goals for School Community Relations
	KBA	Requests for Public Records
	KBC	Media Relations

INTERNET PRIVACY

The Tazewell County School Board is committed to complying with the Government Data Collection and Dissemination Practices Act. The Tazewell County School Board does not collect unnecessary personal information by means of its website, and collects only appropriate personal information to the extent necessary to serve its constituents and the community.

Tazewell School Board collects the following information through its website:

- Tazewell County Public Schools does not collect personal information through its website. Tazewell County Public Schools has optional links to other websites that collect information within the scope of what those particular sites pertain to, such as MySchoolBucks, job applications, surveys, etc.

The following information is collected automatically by accessing the website:

- When you access our website, the routing information, and the essential and nonessential information listed below, is automatically collected. No other information is collected through our website except when you deliberately decide to send it to us (for example, by clicking on a link to send us an email). The information you might choose to send us is listed below as optional information.
- Routing information: the Internet domain and Internet address of the computer you are using.
- Essential technical information: identification of the page or service you are requesting, type of browser and operating system you are using and the date and time of access.
- Nonessential technical information: the Internet address of the website from which you linked directly to our website.
- Optional information: when you send us an e-mail, your name, e-mail address, and the content of your e-mail, and/or when you fill out online forms, all the data you choose to fill in or confirm.

Our website does not place any "cookies" on your computer.

Information collected through the division's website is used as follows:

- Routing information is used to route the requested web page to your computer for viewing. We send the requested web page and the routing information to our Internet Service Provider (ISP) or other entities involved in transmitting the requested page to you. We do not control the privacy practices of those entities. Essential and nonessential technical information helps us respond to your request in an appropriate format, or in a personalized manner and helps us plan website improvement.
- Optional information enables us to provide services or information tailored more specifically to your needs or to forward your message or inquiry to another entity that is better able to do so, and also allows us to plan website improvements.
- We may keep your information indefinitely, but we ordinarily delete the routing information from our computer within days after the web page is transmitted and do not try to obtain any information to link it to the individuals who browse our website. We use this routing information primarily in a statistical summary type format to assess site

content and server performance. We may share this summary information with our business partners when needed.

- However, on rare occasions when a “hacker” attempts to breach computer security, logs of routing information are retained to permit a security investigation and in such cases may be forwarded together with any other relevant information in our possession to the appropriate law enforcement agency.
- Optional information is retained in accordance with the Records Retention Schedules promulgated by the Library of Virginia.
- Under the Freedom of Information Act, any records in our possession at the time of a request for information, including the collection of logs and data of a website, may be subject to being inspected by or disclosed to members of the public for any purpose.

The Superintendent is responsible for creating and updating, as necessary, an internet privacy policy statement. The statement is available on the division’s website in a conspicuous manner.

Adopted: July 8, 2024

Legal Refs: Code of Virginia, 1950, as amended, § 2.2-3803.

PUBLIC PARTICIPATION AT SCHOOL BOARD MEETINGS

Members of the community, including students enrolled in the division, are invited and encouraged to attend meetings of the Tazewell County School Board to observe its deliberations. Any member of the community may address the School Board on matters related to the Tazewell County Public Schools at any regular meeting as follows:

The Tazewell County School Board invites public input from employees, parents, students, and citizens of Tazewell County regarding the policies and general operation of the Tazewell County Public Schools. Individuals desiring to address the school board about educational policies or educational issues in the purview of authority of the school board will be afforded an opportunity to speak based on compliance with the following rules:

1. Fifteen (15) minutes will be reserved at each regular meeting of the Tazewell County School board for the purpose of receiving public input. At the discretion of the Board, time may be extended if deemed necessary and appropriate. Individual commentary will be limited to three (3) minutes and to one subject. Citizens or delegations wishing to make a presentation longer than three (3) minutes to the Board shall submit such request, in writing, to the division superintendent a minimum of seven (7) days in advance of the Board meeting. The Board Chair shall have the authority to determine the amount of time a citizen or delegation has to address the Board. In case of a delegation, the Board Chair may also limit the number of speakers. The Board, by a majority vote, may overrule the decision of the Chair. During the public comment portion of the agenda, the School Board will not entertain comment regarding any pending student discipline or employee grievance matter. Commentary will be limited to items on the agenda or a topic being considered for future agenda items. Persons wishing to address the Board should sign up before the meeting.

Individuals desiring to comment on items not included on the agenda must first discuss their ideas or concerns with the Division Superintendent. The Board will not allow an individual to misuse the intent of the public comment period by repeatedly discussing the same topic or topics not germane to school board business.

2. Speakers may offer objective criticism relative to school operations and programs of concern. The Board will not hear personal complaints about school personnel or any person connected with the school system during the public session. Complaints regarding personnel should be referred to the division superintendent or school board chairperson.

Speakers are expected to show appropriate courtesy to school board members when addressing the Board, as the Board is committed to showing respect and courtesy to all citizens. Speakers should avoid references, statements, or conduct likely to result in disruption or undue delay in the orderly transaction of the business scheduled for consideration by the Board. This provision means and includes, but is not limited to, attacks or accusations regarding the honesty, character, integrity or other personal

attributes of any identified individual or group.

3. Expressive activities including, but not limited to, petitioning, picketing, displaying signs or posters, solicitation, demonstration, pamphlet distribution, and the conduction of polls shall not be permitted in the Board chambers, the Board conference room, the waiting areas and corridors adjacent to the chambers and conference room, the School Board administration building, or any school building in which the Board is meeting. This bylaw does not preclude persons addressing the Board from delivering the Board or its Clerk written materials including reports, statements, exhibits, letters, or signed petitions. This bylaw does not preclude those addressing the Board from using a chart or graph during their verbal presentation.
4. Members of the audience are not permitted to interrupt the speaker or meeting by asking questions or making comments.
5. Patrons who have a complaint regarding an individual student or employee are expected to first attempt to resolve those issues with the appropriate principal, department head, and/or division superintendent. The school board will decide whether to hear issues regarding individual students or employees based on the merit of each individual case. If the Board decides to hear an issue, the Board will determine if it qualifies for closed meeting.
6. To assure that accurate data are given to inquiries made at school board meetings, the Board will normally not respond to the speaker during the meeting. The superintendent/designee will provide the appropriate data at a later date.
7. Violations of the rules for public input will result in the Chairman ruling the speaker out of order.
Continued violation will result in having the speaker barred from making input at future Board meetings.
8. The Chairman, or other presiding officer, shall preserve decorum and shall decide all questions of public order, subject to appeal to the Board.

The reserved time for public participation at meetings of the Tazewell County School Board is limited to discussions affecting policy or operational procedures of Tazewell County Public Schools.

Persons wishing to address the School Board are requested to contact the superintendent, the School Board chair, or their designee for placement on the agenda.

The chair is responsible for the orderly conduct of the meeting and rules on such matters as the appropriateness of the subject being presented and length of time for such presentation. Upon recognition by the chair, the speaker shall address the chair and if, at the conclusion of the speaker's remarks, any member of the School Board desires further information, the member addresses the speaker only with the permission of the chair. No one is allowed to make

additional presentations until everyone who wishes to speak has an opportunity to make an initial presentation.

Student Participation

Students enrolled in a public elementary or secondary school in the division are permitted to address the School Board during any public comment or citizen participation portion of a school board meeting. Such students must follow the same sign-up procedures and rules and restrictions relating to time, place, and manner of speaking that are adopted by the School Board and applicable to all public participants.

The School Board may require a student to provide identification in the form of a current student identification card or other school document, such as a report card or a personal school email address, before allowing the student to provide oral comments, in accordance with Virginia law.

Adopted: July 8, 2024

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

COMMUNITY USE OF SCHOOL FACILITIES

The School Board may permit use of school property by members of the community when such use will not impair the efficiency of the school. The superintendent shall develop guidelines and applications for use of school property. Requests for the use of any school facilities shall be made to the superintendent or superintendent's designee. The superintendent shall report actions taken under this policy to the School Board at the end of each month.

If the School Board permits the use of its facilities by members of the community or the distribution of literature on school property or at school functions, it will permit such use or such distribution by the Boy Scouts of America, the Girl Scouts of the United States of America, and other youth groups designated as patriotic societies by federal law, to the same extent and in the same manner as all other persons or groups.

Adopted: July 8, 2024

Legal Refs.: 20 U.S.C. § 7905

Code of Virginia, 1950, as amended, §§ 22.1-70, 22.1-79.3, 22.1-131, 22.1-132.01.

Cross Refs.:	DN	Disposal of Surplus Items
	GBEC/JFCH/KGC	Tobacco Products and Nicotine Vapor Products
	IGDA	Student Organizations
	IIBEA/GAB	Acceptable Computer System Use
	KF	Distribution of Information/Materials
	KGA	Sales and Solicitations in Schools
	KGB	Public Conduct on School Property

PUBLIC GIFTS TO THE SCHOOLS

The School Board acts on offers of gifts to schools or to the school division. The School Board may impose reasonable conditions on its acceptance of gifts.

When any real or personal property is given to and accepted by the Board, it vests in the Board unless inconsistent with the terms of the gift, devise or bequest, and is managed by the Board, according to the wishes of the donor or testator. The Board in addition to the regular settlement it is required to make of all school funds, settles annually before the commissioner of accounts so far as the management of the property bequeathed or devised is concerned.

In the case of any change in the boundaries of the division, the Board shall make provision for continuing the fulfillment of the purposes of the donor as far as practicable and settlement shall be made as provided for above.

Adopted: July 8, 2024

Legal Ref.: Code of Virginia, 1950, as amended, § 22.1-126.

Cross Ref:	EFB	Food Services
	FE	Playground Equipment
	FFA	Naming School Facilities
	KJ	Advertising in the Schools
	KQ	Commercial, Promotional, and Corporate Sponsorships and Partnerships

ADVERTISING IN THE SCHOOLS

Individual schools may not endorse or imply endorsement of any product. All requests for endorsement must be directed to the superintendent or superintendent’s designee.

School organizations must secure approval from the principal before soliciting advertisements for school publications. If there is need for policy clarification, the principal consults with the superintendent.

Adopted: July 8, 2024

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

Cross Refs.:	DJG	Vendor Relations
	JP	Student Publications
	KF	Distribution of Information/Materials
	KGA	Sales and Solicitations in Schools
	KQ	Commercial, Promotional, and Corporate Sponsorships and Partnerships

ADVANCED/ALTERNATIVE COURSES FOR CREDIT

Tazewell County School Board has an agreement for postsecondary degree attainment with a community college in the Commonwealth specifying the options for students to complete an associate's degree, one-year Uniform Certificate of General Studies, or the Passport Program from the community college concurrent with a high school diploma. The agreement will specify the credit available for dual enrollment courses and Advanced Placement courses with qualifying exam scores of three or higher.

Tazewell County School Board may enter into agreements for postsecondary credential, certification or license attainment with community colleges or other public institutions of higher education or educational institutions established pursuant to Title 23.1 of the Code of Virginia that offer a career and technical education curriculum. Such agreements specify (i) the options for students to take courses as part of the career and technical education curriculum that lead to an industry-recognized credential, certification or license concurrent with a high school diploma, (ii) the credit, credentials, certifications or licenses available for such courses, (iii) the industry-recognized credentials that are accepted as substitutes for certain credits required for high school graduation, consistent with the list developed and maintained by the Virginia Board of Education, and (iv) available options for students to participate in pre-apprenticeship and apprenticeship programs at community colleges concurrent with the pursuit of a high school diploma and receive college credit and high school credit for successful completion of any such program.

Beginning in the middle school years, students are counseled on opportunities for beginning postsecondary education and opportunities for obtaining industry certifications, occupational competency credentials, or professional licenses in a career and technical education field prior to high school graduation. Such opportunities include access to at least three Advanced Placement (AP), International Baccalaureate (IB), or Cambridge courses or three college-level courses for degree credit. Students taking advantage of such opportunities are not denied participation in school activities for which they are otherwise eligible. Wherever possible, students are encouraged and afforded opportunities to take college courses simultaneously for high school graduation and college degree credit (dual enrollment), under the following conditions:

- Written approval of the high school principal prior to participation in dual enrollment must be obtained.
- The college must accept the student for admission to the course.
- The course must be given by the college for degree credits (no remedial courses will be accepted).
- Students participating in courses offered by an institution of higher education are permitted to exceed a full course load in order to participate in courses that lead to a degree, certificate, or credential at such institution.
- Received a letter grade of “B” in a related subject to the dual credit course for which the student is applying.
- Recommendation from the previous teacher of a related subject to the dual credit course for which the student is applying.
- Attain a passing score on the Virginia Preparatory Test (VPT)

Adopted and Amended: July 8, 2024

Legal Refs.: Code of Virginia, 1950, as amended, §§ 22.1-78, 22.1-253.13:1.

8 VAC 20-131-140.

Cross Ref.:	IA	Instructional Goals and Objectives
	IGAD	Career and Technical Education
	IGBI	Advanced Placement Classes and Special Programs
	IJD	College and Career Readiness
	IKF	The Virginia Assessment Program and Graduation Requirements

TAZEWELL COUNTY SCHOOL BOARD

506 Jeffersonville Street
Tazewell, VA 24651

REGULAR MEETING OF THE TAZEWELL COUNTY SCHOOL BOARD

DATE: July 8, 2024

REFERENCE: Reassignment of Personnel

MAKER OF MOTION: Whittington **SECOND:** Mullins

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:

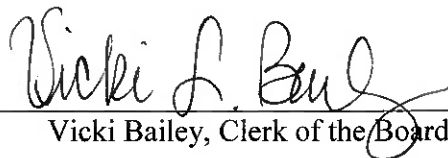
YES: Woodard - Robinson - Mullins - Whittington - Moir

NO: —

ABSTAIN: —

ABSENT: —

CERTIFIED COPY:


Vicki Bailey, Clerk of the Board

Agreement between the Appalachian Basketball Officials Association and the Tazewell County School System

Parties: The Parties to this agreement are the Appalachian Basketball Officials Association (ABOA) and the Tazewell County School System, which include the following schools:

Graham High School

Richlands High School

Tazewell High School

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, 2024, to June 30, 2026. Any part of this Agreement may be modified, and upon mutual agreement, in writing, by the Appalachian Basketball Officials Association (ABOA) and the above school district.
- 2. Service Area:** The services provided by the ABOA, includes all Junior Varsity and Varsity sports which are provided at the above schools, unless, otherwise noted within this Agreement. Only ABOA/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 ABOA Assignor. Schools are asked to work with the Assignor, regarding the use of newer officials for sub-varsity contest. The ABOA 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 basketball and must be a member of the ABOA as defined in the ABOA By-Laws.
- 4. Necessary Information:** The attachments collectively (Exhibit A) list information pertinent:
 - a. Assignors Contact Information and Assigning Fee
 - b. Number of officials assigned to the contest.
 - c. Type of contest(s) and the required payment

- 5. Exempting Officials:** Each school's coach, Boys Varsity and Girls Varsity, can request not to have one (1) particular official 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 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 basketball. Exemptions will be honored for post season as well.
- 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 ABOA Assignor, the school can petition the ABOA 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 ABOA 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 each specific sport (girls and boys basketball). 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 ABOA assignor requests that each Athletic Director daily confirm that the upcoming games are on the arbiter schedule and assigned, for your school.
 - iv. **The Athletic Administrator (or designee) will meet the officials upon arrival at the site and be available throughout the contest.** Contest Management should not be an individual who has a coaching responsibility 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.

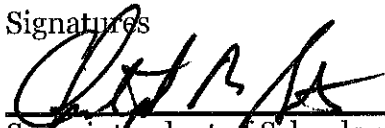
10 Association/ABOA Board

- 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 ABOA 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 ABOA Board and the VHSL.

11 General Provisions

- a. Any other matter not covered in this agreement should be attempted to be resolved by the ABOA 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

ABOA Commissioner and/or designee

Date

APPALACHIAN BASKETBALL OFFICIALS ASSOCIATION

2024-2026 CONTRACT

BOYS & GIRLS ATHLETIC CONTESTS (JVG, JVB, VG & VB)

ASSIGNOR'S FEE

Assignor's Fee-\$250.00

Please email schedules and make checks payable to the ABOA Assignor:

Brad Christian

426 Paulownia Drive/Gate City, VA 24251

bchristian1975@gmail.com

423-534-7623

NUMBER OF REQUIRED OFFICIALS

Regular Season JV/VARSITY or VARSITY/VARSITY CONTESTS (3)

Number of Officials for Post Season Contests (3)

PAYMENT FOR OFFICIALS

-Pay per Official-

Post-Season Contests-\$95.00-District/\$100.00 Regional

*All Post Season games will be assigned (3) officials and billed as individual games

Scrimmage-6 Quarter Limit-\$150.00 (to be split between officials working)

Benefit Games-Regular game fees apply

REGULAR SEASON VARSITY ASSIGNMENTS

-(3) official requirement-

CONTEST DESCRIPTION	PAY PER OFFICAL
Single Varsity Contest	\$90.00
JV/Varsity Contest	\$140.00
Varsity/Varsity Contest	\$140.00
JV/JV/Varsity Contest	\$160.00
JV/Varsity/Varsity Contest	\$190.00
JV/JV/Varsity/Varsity Contest	\$250.00

REGULAR SEASON JUNIOR VARSITY (JV) ASSIGNMENTS

-Number of officials listed for each contest-

CONTEST DESCRIPTION	PAY PER OFFICAL
Single JV Contest (2 officials)	\$75.00
Single JV Contest (3 officials)	\$65.00
JV/JV Contest (2 officials)	\$110.00
JV/JV Contest (3 officials)	\$85.00

Superintendent/Designee Approval:_____ABOA Approval_____

**PUBLIC CONSULTING GROUP LLC
EDPLAN™ LICENSE AND RELATED SERVICES AMENDMENT**

This Amendment, including all exhibits hereto (collectively the “Amendment”), to that certain License Agreement entered by and between Public Consulting Group LLC (“PCG”), and the TAZEWELL COUNTY PUBLIC SCHOOLS (“School System”), as of September 29, 2005 (“Effective Date”), is made effective as of July 1, 2024.

WHEREAS, the parties mutually agree to amend the existing Agreement between PCG and School System to update the scope of services and related compensation;

NOW, THEREFORE, for and in consideration of the mutual covenants set forth in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The parties agree to delete Exhibit A and replace it with the attached Exhibit A-1.
2. Conflict in Terms. Except as amended and/or modified by this Amendment, the Agreement is hereby ratified and confirmed and all other terms of the Agreement shall remain in full force and effect, unaltered and unchanged by this Amendment. Whether or not specifically amended by this Amendment, all of the terms and provisions of the Agreement are hereby amended to the extent necessary to give effect to the purpose and intent of this Amendment.
3. Severability. If any provision in this Amendment is found by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions in this Amendment shall continue in full force and effect.
4. Waiver. The failure of a party to enforce a provision of this Amendment shall not constitute a waiver with respect to that provision or any other provision of this Amendment.
5. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart.
6. Entire Agreement; Non-Reliance. The Agreement, as amended by this Amendment and by any other prior Amendments still in force, constitutes the entire understanding and agreement of the Parties with respect to the subject matter hereof, and supersedes any and all prior agreements, understandings or representations with respect thereto. Neither Party is relying upon any agreement or representation by the other Party except as set forth in the Agreement, as amended by this Amendment.
7. Applicable Law, Jurisdiction, and Venue. This Amendment is to be construed, interpreted, and enforced under and in accordance with the same governing law as set forth in the Agreement, without regard to choice of law provisions. The parties consent to personal jurisdiction in that state’s or district’s courts and waive any objection to venue.

8. Voluntary Act/Authorship: Each party acknowledges that they been provided with the opportunity to consult with and be represented by independent counsel in negotiating this Amendment. Each party represents that they have read and understand this Amendment and that they are freely and voluntarily entering into this Amendment in exchange for the consideration described herein. This Amendment shall not be construed in favor of or against either party by reason of authorship.

9. Authority. Each individual signing below on behalf of a party hereby represents and warrants that they have full power and authority to enter into this Amendment on behalf of such party. Each party to this Amendment hereby represents and warrants that it has full power and authority to enter into this Amendment, that the execution, delivery, and performance of this Amendment has been fully authorized and approved, and that no further approvals or consents are required to bind such party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

PUBLIC CONSULTING GROUP LLC

**TAZEWELL COUNTY PUBLIC
SCHOOLS**

506 Jeffersonville Street
Tazewell, VA 24651

By:

Signature

Printed Name

Title

Date

By:

Signature

Printed Name

Title

Date

EXHIBIT A-1 SERVICES AND PRICING TERMS

Subject to the other terms and conditions of this Agreement, PCG shall provide the services, and School System shall pay PCG the amounts, summarized below in the Service Description table. If the parties wish to add a service or module that is not listed below, the parties agree to negotiate in good faith concerning its addition and shall amend this Exhibit to include it within the Agreement. If the pricing for a service is not listed below, the parties agree to negotiate such payment terms in good faith.

The modules outlined in the service description table and outlined in this exhibit below are being enabled as part of the EDPlan software solution at the discretion of the School System.

Annual Subscription. School System's Annual Subscription is outlined below:

Service Description	Implementation or One-time Program Costs	Annual Subscription beginning July 1, 2024
☒ SPED Medicaid Documentation and Billing Services	n/a	\$19,522 plus 8% cost settlement paid to school division
☒ Medicaid Expansion - Medicaid Documentation and Billing Services	waived	\$2 per paid claim for non-IEP student services
☒ STANDARD Section 504 Process		\$2,954
☐ EXPANDED Section 504 Process		
☐ CUSTOM Section 504 Process		
☐ Pre-referral Module		
☐ SBIT Module		
☒ Document Translation – flat rate	n/a	\$2,893
☐ Behavioral Threat Assessment		
☐ EDPlan Parent Connect		
☐ Progress Track		
☒ EDPlan Health	\$2,000	\$14,500
☐ EDPlan Playbook		
☐ Onsite training (spring and summer)		
☐ Webinar training (spring and fall)		
Total	\$2,000	\$41,869 plus 8% cost settlement paid to school division plus \$2 per paid claim for non-IEP student services

Additional Fees

The parties will negotiate in good faith concerning fees for additional training, features, or additional work under this Agreement that are not otherwise stated herein. Once the parties reach agreement, the fees will

be memorialized through amendments to this Agreement. School System reserves the right to procure additional solutions and services from PCG. It is understood that these additional solutions and services are not included in scope of this contract and do not include training or installation costs for additional scope. In instances where pricing has previously been provided to School System, PCG will honor those prices for a period of 120 days.

- Additional one-day sessions of Standard On-Site Training: \$2,500
- Additional four-hour sessions of Webinar based training: \$1,250
- Data analysis, custom data feeds, or custom report development: \$220/hour
- Special Education policy or procedure analysis and guidance: \$250/hour

EXHIBIT A, CONTINUED

EDPlan™ Scope of Work and Service Level Agreement

This exhibit is used to document the EDPlan modules, features, and service levels that School System has elected to purchase under this prime contract. Additional services are described within this exhibit to facilitate meeting future district needs should School System choose to exercise additional related contract options at a later point in time.

PCG deploys a standard configuration of these modules to School Systems informed by industry best practice. For new implementation of any module, PCG will hold a kickoff meeting with division representatives to discuss implementation and configuration options, if applicable, that are available to School System.

Subject to the terms and conditions of the Agreement, PCG will provide the EDPlan™ Service as follows:

EDPlan Modules and Functionality Licensing and Access

☐ **Section 504 Module – Expanded Virginia module**

PCG's process-driven 504 solution not only provides for easy, compliant documentation, but also offers a number of online time-saving tools to enhance plan management.

- Includes pre-configured documents to support parent, staff, and other communication needs. Documents are configured to reflect School System name, address, and contact information. Standard reports and file extracts available to pull data about 504 students.
- PCG will provide access to annual webinar-based trainings, along with a user manual. The dates and availability will be communicated by PCG.

☐ **Pre-referral Module – Standard Virginia module**

PCG's process-driven solution that moves divisions from meeting invitation to history to interventions to team decision.

- Includes pre-configured documents: meeting notice, prior written notice, and a pre-referral document.
- PCG will provide access to annual webinar-based trainings, along with a user manual. The dates and availability will be communicated by PCG.

☐ **SPED Medicaid Documentation & Billing**

- Centralized web-based tool for service documentation
- Supports adherence to compliance of services submitted through error checks through yearly compliance agreements between division and PCG
- Optimizes reimbursement through reporting and review of revenue opportunities
- Note that if this service is selected, the parties agree that the additional terms and conditions set forth in Exhibit B will apply

☐ **Medicaid Expansion - Medicaid Documentation & Billing and Cost Settlement Support**

- Expanded use of EasyTrac, PCG's web-based application that is part of the EDPlan Service that allows for efficient service documentation for all students, not just those who have an active IEP
- Error checks and validations to support compliance, including those specific to expanded services
- Reports and joint review of data, highlighting opportunities for continual reimbursement optimization

- Cost settlement support
- Note that if this service is selected, the parties agree that the additional terms and conditions set forth in Exhibit B will apply

☐ **EDPlan Translation for Virginia IEP**

PCG's integrated Translations feature allows users to instantly create translated documents within seconds using Google's proprietary API.

- Includes translation for a student's IEP documents (all documents in the eligibility process, IEP process, and progress reports). Additional documents may be developed for translation for an additional fee.
- Documents will be available in Arabic*, Amharic, Chinese (Simplified), Chinese (Traditional), Farsi (Persian)*, French, German, Gujarati, Haitian Creole, Italian, Japanese, Korean, Nepali, Polish, Portuguese Romanian, Russian, Somali, Spanish, Tagalog, Ukrainian, and Vietnamese. *Languages available in the IEP documentation only at this time. Additional languages may be added for additional fee to School System.
- By activating this feature, the parties acknowledge and understand that EDPlan Translation uses third party Google Translate functionality. PCG and Google disclaim all warranties, make no representations, and assume no liability for the accuracy or reliability of the translation provided by the Google Translate functionality. Translations are provided 'as is' to the School System. PCG acknowledges that it has executed a contractual agreement with Google concerning confidentiality of all data. School System is instructed to visit Google's Cloud Translation website at www.cloud.google.com for Google's Terms of Service, which govern all use of Google Translate.
- PCG will provide access to annual (per contract year) webinar-based trainings, along with a user manual. The dates and availability will be communicated by PCG.

☐ **EDPlan Progress Track for Virginia IEP**

PCG's progress monitoring tool allows districts to easily collect data for use to measure student progress. The EDPlan progress tracking module provides a graphical report which displays student progress toward each individual IEP goal.

- Includes pre-configured documents displaying progress monitoring data in both graph and table format. Standard reports available to pull data on overall score and status of students' goals, and to oversee data collection sessions completed.
- In the first year of use, PCG will provide a kick-off session to prepare for implementation and a webinar-based training.

☐ **EDPlan Connect with remote electronic signature capability for parents and guardians**

PCG's family engagement solution provides access to families to view and sign important special education documentation in an effort to streamline communication, increase compliance, and decrease costs.

- Parents and guardians will have access to view all final documents on their student's account and those electronically uploaded.
- Parents will have the ability to apply an electronic signature to the following documents: Eligibility Group Summary, IEP, ISP, and Parental Consent to Bill Public Insurance
- PCG will provide access to annual webinar-based trainings, along with a user manual. The dates and availability will be communicated by PCG.

☐ **EDPlan Playbook**

PCG's integrated professional learning platform provides users access to self-directed professional learning experiences ("plays") related to IEP development, curated content, and

other resources designed to support EDPlan users in developing and implementing effective, high-quality IEPs.

- Includes access to EDPlan Playbook for EDPlan users.
- Plays available include those standard in the “Writing and Implementing Effective IEPs” package (includes up to 20 plays).
- Additional packages of plays may be procured for an additional fee negotiated by the parties in good faith and memorialized in an amendment.
- In the first contract year, PCG will provide webinar-based trainings for users. PCG will also provide an on-demand training video for users, accessible in the EDPlan resources tab.

□ EDPlan Health

EDPlan Health is a web-based health service management and documentation system, allowing users to enter and view pertinent student health information and encounters. The list below highlights the features and benefits of EDPlan Health.

- *Features:*
 - Individual Health Plans
 - Student Health alerts
 - Scheduling for medications and procedures
 - Medication inventory tracking
 - General nursing visit template that covers all office visit encounters
 - Specific nursing visit templates for common encounters
 - Optional template to document COVID-19 symptoms
 - Immunization compliance tracking
 - Screening documentation (vision, hearing, growth, lice, dental)

□ EDPlan Behavioral Threat Assessment

PCG’s Behavioral Threat Assessment (BTA) solution assists in the implementation of a consistent, structured approach for multidisciplinary teams to identify and support students who may present a threat to self or others; helping school personnel document the threat, gather, share, and consider relevant information to make informed decisions, consider key questions to assign risk and determine next steps for intervention, and prepare a monitoring plan if needed.

- In the first year of service, PCG will provide one (1) 2-hour virtual training session. These trainings will focus on basic system functionality and will walk participants through hands-on use cases. There is no limit to the number of users per session. School System is responsible for providing necessary technology (computers/internet) and communicating/promoting the details of the event to School System personnel. Additional trainings may be purchased by School System as desired and will be scheduled at a mutually agreeable time upon execution of the contract amendment or change order for the additional services.
- Note that PCG’s Threat Assessment solution is a set of tools to be used by School System’s school-based inter-disciplinary threat assessment team to (1) conduct evaluations about student risk to themselves and others, and (2) allow such teams to then determine independently any follow-up steps to monitor and support students. The Threat Assessment solution does not render any determinations or conclusions. It uses nationally recognized guidelines and frameworks that provides School System’s inter-disciplinary teams the ability to document threats and incidents, evaluate students, and render the team’s its own assessments, conclusions, and support decisions. The Threat Assessment solution should not be construed as determining actions or decisions upon which School System must or should rely.

Quote

Please Reference
CLS-25186

Payment Terms are NET 30

REF: CONTRACT #

PEPPM Fulfillment Contract #: 528897-204
Baltimore County Contract # J80-730-22
NCPA Contract # NCPA01-110
Henrico Contract # 2118A
TCPN Contract # R5112
MEEC Contract # TU-1901
EDS Contract # 10437
TIPS Tap Contract# 210902
COSTARS Contract# 034-118

District / Org: Tazewell County Public Schools	June 20, 2024	Johnny Sink	Johnny Sink
School / Dept: Tazewell County School Board Office	Phone(s): 276-968-5511, ext 1602		
Contact: Melanie Lashinsky	Fax:		
Title: Director of Elementary Instruction	eMail: mlashinsky@tcpsva.org		
Address 1: 506 Jeffersonville Street	Installation Sign-Off Contact (If Applicable)		
Address 2:	Contact:		
City/St/Zip: Tazewell VA 24651	eMail:		
	☐ Principal ☐ IT Administrator ☐ Teacher ☐ Other		

	Qty	Part #	Description	Unit \$	Extended
>	2	LU-MOB	MOBILE turn-key system for: 1 interactive video wall, light and sound system Transportation cases	34,000.00	68,000.00
>	3	LU-UNO-2	UNO turn-key system, laser projector L610w, wireless microphone / wireless HDMI for: 1 interactive video wall, light and sound system	24,000.00	72,000.00
>	3	ENS-SUP-CAM	Lu Camera Support Bracket	225.00	675.00
>	5	LU-PLUS	1 Year Subscription to LU+ (12 new activities/year)	1,500.00	7,500.00
>	3	Lu-U Installation	Lu Uno Installation - Materials, Lift, and Labor	5,000.00	15,000.00
>	0	LU-UNO-WTY1	1 Year Additional Warranty (Parts Only)	700.00	
>	0	LU-UNO-WTY2	2 Year Additional Warranty (Parts Only)	1,330.00	
>	0	LU-UNO-WTY3	3 Year Additional Warranty (Parts Only)	1,890.00	
>	0	LU-UNO-WTY4	4 Year Additional Warranty (Parts Only)	2,380.00	
>					

Notes / Comments	Shipping If Not Listed Above
Cedar Bluff Elementary, Tazewell Intermediate School, Abbs Valley Elementary School, Graham Intermediate School, and Richlands Elementary	Total: \$163,175.00

Prices are valid for 30 days - If not on file, all orders must be accompanied by proof of tax exempt status.
Any installation costs in this proposal are estimates. Final costs will be determined after a site survey.

Visit us at www.ClintonLearningSolutions.com for additional products and information



ShopBot Tools, Inc.

3333B Industrial Drive
Durham, NC 27704
888-680-4466 919-680-4800

Quote for ShopBot CNC Machine for the Carpentry Dept.

CO-36876

Quote

Order Date: 6/3/2024

Page: 1 of 5

Sold To	Bill To	Ship To
Tazewell County Career And Tech Center Attn: Lee Salyers / Shawn Roberts 260 Advantage Dr Tazewell, VA 24651 US - UNITED STATES	Tazewell County Public Schools Attn: Accounts Payable 506 Jeffersonville Street Tazewell VA 24651 UNITED STATES	Tazewell County Career And Tech Center Attn: Shawn Roberts / Lee Salyers 260 Advantage Dr Tazewell, VA 24651 UNITED STATES

Contact: Shawn Roberts

Email: sroberts@tcpsva.org; lsalyers@tcpsva.org

Phone: 276.988.2529

* 276.988.2529 x1717 276.701.06107

276.970.6788

* lsalyers@tcpsva.org

sroberts@tazewell.k12.va.us

Customer ID	Customer P.O.	Payment Terms	Ship Via:
C-16658		NET 30	OUR CARRIER
Sales Rep	Freight Terms	FOB	
Buddy Warner	Freight Billed	FOB_DESTINATION	

Qty	Part ID	Description	Unit price	Total
1	ALPHAATC	PRS5 Alpha 96-48-8 ATC 5hp-3ph	\$37,750.00	\$37,750.00

Alpha closed loop – 150lbs. side force – Cut up to 12ips & rapid move 30ips with .0004in resolution and +/- .002in repeatability – Z axis 8" under collet (or optional 14") – Includes ATC spindle package, auto retracting tool bar, 9 ISO30 tool holders, (3ea) 1/4", 3/8" & 1/2" collets. X,Y,& Z prox, fixed & manual Z zeroing, Dust foot, crating, & sb3 control software.

ASSEMBLY REQUIRED - PLYWOOD BASE & MDF FOR SPOILBOARD ARE NOT INCLUDED.

IMPORTANT NOTE: ATC REQUIRES COMPRESSED AIR FOR COOLING, PNEUMATIC ASSIST, & FOR TOOL PICKUP.

Requires 7 SCFM at 100psi of clean, dry, un-oiled air & minimum 3/8" lines (1/2" recommended).

1 Qty - VCarve Pro CAD/CAM design software, clipart, project files, & 15+ hours of video tutorials --\$0.00
(VCarve Pro is included unless upgrading to Aspire with 3D.) Schools get an EDU classroom license.

Option Details:

(1)	ATC - PRS5 Alpha ATC Gantry	
(1)	PRS5_INFO - Machine Information	0.00
	Height = 8	
	Voltage = 2	
	Dual_Z = No	
	HP_Cutter_1 = 5HP ATC	
	HP_Cutter_2 = None	
	Drill = None	
	ALPHAATC	
(1)	1-96-48-8 - Table 96-48-8	
(1)	006926 - PRS5 Gantry 48	
(1)	005235 - YZ Car 8" Z	
	Power Specs: 110V 1Ø for Controls, 230V	
(1)	3Ø for Spindle(s)	
(1)	20386 - CBxAR 1Spd, 2.2-5HP, 230V 3Ø	
	006933 - HSD ATC 5HP 3PH 230V PRS4	
(1)	8inZ	
(1)	17564 - Rail Set X96 PRS	
(1)	004991 - User Assembly Kit- Alpha	
(1)	005329 - Kit Pneumatic Assist 8" PRS4 30ft	

Quotes are valid for 30 days. All prices are subject to change without notice.

Accessories such as routers, vacuum pumps and spindles are subject to OEM warranties.

Customer is responsible for duties, VAT, broker fees and other expenses outside the US.

**ShopBot Tools, Inc.**

3333B Industrial Drive
Durham, NC 27704
888-680-4466 919-680-4800

CO-36876

Quote

Order Date: 6/3/2024

Page: 2 of 5

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Contact: Shawn Roberts

Email: sroberts@tcpsva.org;lsalyers@tcpsva.org

Phone: 276.988.2529

* 276.988.2529 x1717 276.701.06107

276.970.6788

* lsalyers@tcpsva.org

sroberts@tazewell.k12.va.us

Customer ID	Customer P.O.	Payment Terms	Ship Via:
C-16658		NET 30	OUR CARRIER
Sales Rep		Freight Terms	FOB
Buddy Warner		Freight Billed	FOB_DESTINATION

Qty	Part ID	Description	Unit price	Total
	(1)	001996 - Kit Push Bar 48		
	(1)	005169 - Assembly Tool Bar Mount 48"		
		005000 - Crating Gantry Domestic- Std		
		005463 - Drive Set 4 AR Gantry 110V		
1	001477	Collet 1/4 ER32 (Optional Extra) Use part 13014	\$40.00	\$40.00
1	001479	Collet 1/2 ER32 (Optional Extra) Use Part 13017	\$40.00	\$40.00
1	VACUUM	Vacuum Hold Sytem Becker 208v 4 Zones	\$7,469.00	\$7,469.00
If Becker specify voltage (1ph 220v 60A, 3ph 208v-40A breaker /28.5A load, 3ph 230v-40Abreaker /25.8A load, OR 3ph 460v-20A breaker /12.9A load) Pump pulls 24"Hg @ 174 SCFM				
Option Details:				
	(1)	Vacuums - Vacuum Systems		
	(1)	005154 - Becker 8.9HP 208V 3PH 28.5A	6,949.00	
	(1)	14757 - PVC 96x48 4 Zone Kit	520.00	
1	14731	Hose for Dust Collection 4"x25'	\$78.91	\$78.91
NOTE: ShopBot also offers a dust collector with 25' hose for \$679.99.				
1	006255	Cradle Hose Kit	\$295.00	\$295.00
1	006016	Control Laptop (optional)	\$600.00	\$600.00
1	11145	CabinetpartsPro (optional)	\$750.00	\$750.00

This low cost software can be used for doors & with Sketchup for 3D visuals.

MDF Doors - https://www.youtube.com/watch?v=2_a6R27ZbdoSketchUP - <https://www.youtube.com/watch?v=d2y3nAPBFMc>**Quotes are valid for 30 days. All prices are subject to change without notice.****Accessories such as routers, vacuum pumps and spindles are subject to OEM warranties.****Customer is responsible for duties, VAT, broker fees and other expenses outside the US.**

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Quote

Order Date: 6/3/2024

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Customer ID	Customer P.O.	Payment Terms	Ship Via:
C-16658		NET 30	OUR CARRIER
Sales Rep	Freight Terms	FOB	
Buddy Warner	Freight Billed	FOB_DESTINATION	

Qty	Part ID	Description	Unit price	Total
1	006067	Aspire (optional)	\$1,995.00	\$1,995.00
Vectric Aspire takes the place of VCarve Pro & adds 3D modeling and 3D layers, more rotary layout & tool path options, more clipart & textures, and 90 hrs of video tutorials) and is highly recommended for tools with rotary indexers				
1	DISC	Discount Aspire as upgrade w/tool purchase	(\$695.00)	(\$695.00)
1	006452	Bit Kit 9 pc ATC One of each Included: 1/4" 1 Flute Straight Bit (13642) 1/8" 1 Flute Straight Bit (13728) 1/4 2 Flute Ballnose Bit (13576) 3/8" 2 Flute Downcut Chip Breaker (13749) 3/8" 2 Flute Upcut Chip Breaker (13750) 3/8" 2 Flute Compression Bit (13751) 60deg V Bit (13648) 90deg V Bit (13741) 1-1/4 Spoilboard Surfacers (13555)	\$575.00	\$575.00
1	005639	Bit Engraving 45° V	\$32.36	\$32.36
1	005637	Bit 3/16" (1/4" Shank) 5/8" cut 2fl "O" For acrylic, plastic, wood	\$61.00	\$61.00
1	13528	Bit 1/4" SC 2 Flute Upcut 52-910	\$34.35	\$34.35

Quotes are valid for 30 days. All prices are subject to change without notice.**Accessories such as routers, vacuum pumps and spindles are subject to OEM warranties.****Customer is responsible for duties, VAT, broker fees and other expenses outside the US.**

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CO-36876

Quote

Order Date: 6/3/2024

Page: 4 of 5

Sold To	Bill To	Ship To
Tazewell County Career And Tech Center Attn: Lee Salyers / Shawn Roberts 260 Advantage Dr Tazewell, VA 24651 US - UNITED STATES	Tazewell County Public Schools Attn: Accounts Payable 506 Jeffersonville Street Tazewell VA 24651 UNITED STATES	Tazewell County Career And Tech Center Attn: Shawn Roberts / Lee Salyers 260 Advantage Dr Tazewell, VA 24651 UNITED STATES

Contact: Shawn Roberts

Email: sroberts@tcpsva.org;lsalyers@tcpsva.org

Phone: 276.988.2529

* 276.988.2529 x1717 276.701.06107

276.970.6788

* lsalyers@tcpsva.org

sroberts@tazewell.k12.va.us

Customer ID	Customer P.O.	Payment Terms	Ship Via:
C-16658		NET 30	OUR CARRIER
Sales Rep	Freight Terms	FOB	
Buddy Warner	Freight Billed	FOB_DESTINATION	

Qty	Part ID	Description	Unit price	Total
1	13754	Bit 3/8" Spiral Ballnose 2 Flute 1-1/8"cut length - for plastics, solid surface, aluminum, hard & soft wood, wood composite -Requires 3/8 Collet	\$99.15	\$99.15
1	TRN14	Training Online-Access Video Recording Customers will be emailed password access to the recorded Basic Training (10 modules) from March 2020. Please keep the password protected and in a safe place to access the site. This password access is good for 1 year from purchase. The recorded training is intended to help customers get started with CNC and understand more about how ShopBots work.	\$175.00	\$175.00
1	DISC_TRN	Training Online-Access Complimentary	(\$175.00)	(\$175.00)
1	SHIP10	Add Liftgate	\$147.00	\$147.00

NOTE: Liftgate is required if your delivery location does not have a dock or forklift for offloading.

1	SHIP41	Shpg 48/60/96 PRS w/ Blower US East	\$1,570.00	\$1,570.00
1	DISC	Shpg Discount (neighboring State)	(\$226.00)	(\$226.00)
4	PSS01	Install Onsite-Day Rate (WITH PART SALE)	\$950.00	\$3,800.00
2	PSS02	Training Onsite - Day Rate	\$950.00	\$1,900.00
1	PSS03	Travel Expenses	\$1,684.00	\$1,684.00
SUB TOTAL				\$57,999.77
TOTAL ORDER AMOUNT				\$57,999.77

Quotes are valid for 30 days. All prices are subject to change without notice.**Accessories such as routers, vacuum pumps and spindles are subject to OEM warranties.****Customer is responsible for duties, VAT, broker fees and other expenses outside the US.**

**ShopBot Tools, Inc.**

3333B Industrial Drive
Durham, NC 27704
888-680-4466 919-680-4800

CO-36876

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THE WORK SHOP ROBOT

ShopBot Tools, Inc • 3333-B Industrial Drive • Durham, NC 27704 • 888-680-4466 • FAX 919-680-4900
<http://www.ShopBotTools.com>

January 19, 2024

To Whom It May Concern:

This is to verify that ShopBot Tools, Inc. is the “sole source” manufacturer & only authorized distributor for ShopBot CNC machines and related ShopBot manufactured accessories or product packages including:

- All ShopBot tools including our Desktop and Desktop MAX, PRSalpha and PRSstandard CNC Routers, & ATC (auto tool change system) & ATC upgrade
- All repair parts and equipment for the above (including most table components as well as Desktop Mini and Full Invision Enclosures)
- ShopBot customized Vacuum Hold-down systems
- ShopBot dust collector packages with an included 4”x25’ clear flex hose
- Selected router bits custom made for ShopBot (such as the 1/16” ball-nose relief carving bit) and specially selected multi bit kits.
- ShopBot production aids & repair parts including: Proximity Switches, Air Drill or Knife, 2nd Z Axis, Rotary Indexers, Joint Jig, & 3D Digitizing Probe
- Proprietary sb3 Control System software (with free lifetime upgrades), training materials and video tutorials
- ShopBot postprocessors for included Vectric VCarve Pro CAD/CAM software
- ShopBot training materials, video tutorials, & user forum
- Optional onsite setup and training by a ShopBot approved installer/trainer

For more info, visit www.shopbottools.com or the ShopBot Tools web store.
Our machines are designed, manufactured and supported in Durham, North Carolina.

If you have any questions, please contact us.

Sincerely,

Buddy Warner – South Sales

Sallye Coyle – Education Consultant & North Sales

Joe Bracket – Engineering & Interim Sales

Jeanne Taylor – CEO & Interim Sales

Kathy Cali - Sales Coordinator/Assistant

winning bid



Flow International Corporation
23500 64th Ave South
Kent, WA 98032

Lee Salyers
TAZEWELL COUNTY CAREER & TECHNICAL CENTER
260 Advantage Dr
Tazewell, Virginia 24651
(276) 988-2529

Quote: Q-13644-1
Machine: Mach 100

Dear Lee,

Thank you for your request. We are pleased to provide the following information for your review. Please note that this machine package quote is direct from the manufacture Flow Waterjet.

If you have any questions or need additional information, please do not hesitate reach out at any time.

Sincerely,

Collin Murdock

Collin Murdock
Sr. Application Specialist
980-434-3245
cmurdock@flowcorp.com





QUOTATION NUMBER
Q-13644-1

QUOTATION DATE
June 3, 2024

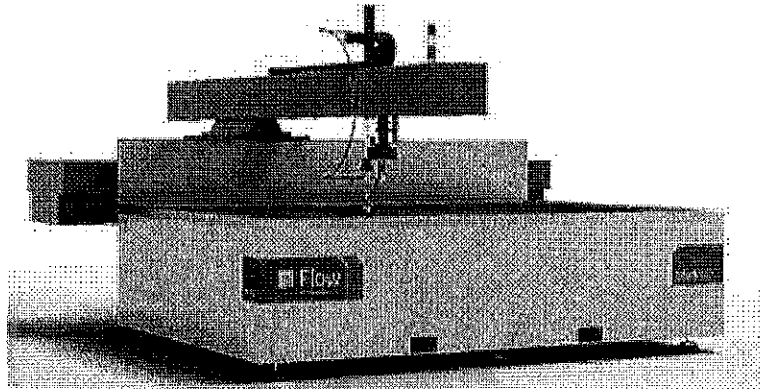
QUOTATION PREPARED FOR
Tazewell County Career & Technical Center
260 Advantage Dr
Tazewell, Virginia 24651
Attention: Lee Salyers

(276) 988-2529

DESCRIPTION
Mach 100

REGIONAL BUSINESS MANAGER
Adam Mooneyham
206-491-7168

QUOTATION SUMMARY



Picture above depicts a Mach 100 3020 system

System		Work Envelope	Price USD
Mach 100		3020 - 3.05 m x 2 m [10'-0" x 6'-6"]	\$ 153,690
Includes		Description	
1	Precision Z-Axis with conventional waterjet PASER® 4 cutting system	Motorized Z-Axis ■ New industry benchmark in cutting heads ■ 408 kg [900 lb] abrasive delivery system	
2	FlowXpert Infinity™	■ Roll-around control ■ FlowXpert Infinity™ software package	
3	HyPlex® Prime pump	■ 30 hp, 4150 bar [60,000 psi] ■ Efficient operation in a compact design ■ Infinite variable pressure control ■ Modular design allows for a wide variety of options	
4	Start-up services, installation, and training	Provided by Flow-certified technicians, included at no charge if installation is started within four (4) months of ship date (two seats of training also included to be used within one year of installation)	
5	Warranty	One (1) year warranty	



SHAPE TECHNOLOGIES GROUP®

Tazewell County Career & Technical Center

Q-13644-1

June 3, 2024

3/19

Additional Items Included		Description
6	Technology Package Includes Waterjet Connect iQ, Waterjet Connect, FlowXPERT Infinity and FlowCUT software	▪ Two seats of upgraded FlowXpert Infinity CAD software ▪ Waterjet Connect iQ platform with machine data, alarms, and alerts ▪ Two seats of FlowCUT Software
7	Laser Edge Finder	Allows operator to precisely position waterjet at an exact position on the work piece being cut
Options		Price USD

Discounted Academic Package Includes:

Annual Education Seminar, upgrade to CF900 hopper, Laser Edge Finder, and Technology Package

\$136,690

GENERAL COMMERCIAL TERMS	
PRICES:	All prices quoted in United States Dollars
DELIVERY POINT – F.O.B., ORIGIN:	Freight charges: ☐ Flow Paid ☐ Customer Arranged ☒ Prepaid and Bill (additional administrative fee included) ▪ XY from Vernon, CA (unless otherwise specified) ▪ Pump and ancillary equipment from Baxter Springs, KS ▪ Garnet locations to be determined (if applicable)
ESTIMATED SHIPMENT:	8 – 14 weeks after receipt of order and approval of credit <i>Subject to prior sale</i>
TITLE PASSAGE:	Origin
PAYMENT TERMS:	▪ 30% with Purchase Order ▪ 60% net 7 days after shipment or 14 days prior to installation start, whichever comes first ▪ 10% net 30 days after shipment This transaction and all of its terms and conditions are subject to final credit approval.
LEASE OPTIONS:	A variety of equipment lease plans are available upon credit approval. Please contact your Regional Sales Manager for details.
NOTES: ▪ The prices quoted herein EXCLUDE the following: • Local, state, and federal taxes, permits, and fees • Freight from Flow plants and suppliers to customer's location, unless otherwise specified • Customs clearance, including duties and fees ▪ Unless otherwise specifically stated in this quotation, the balance of the purchase price, together with any other related amounts, shall become immediately due and payable at the time the equipment included in this quotation, or any portion of it, is placed in service or used in any way other than in connection with its installation or testing. Unless otherwise stated, pricing is valid for 30 days and may be modified or withdrawn by Seller prior to any acceptance. Prices F.O.B. KENT, WASHINGTON USA unless otherwise noted.	
OFFERED by Flow International Corporation (Seller):	ACCEPTED by Buyer:
By:	Company:
Title: Regional Manager	By:
Date:	Date:
NOTICE: Sale of any product or services covered by this quotation is conditioned upon the terms contained herein (including those on the attached Conditions of Sale form). Any additional or different terms proposed by Buyer are objected to and will not be binding upon Seller unless specifically assented to in writing by the Seller.	

TECHNICAL SPECIFICATIONS

1 Mach 100 Waterjet System

The Mach 100 series combines Flow's premium technology with an affordable price, winning in VALUE as it continues to outperform standard waterjet offerings in the industry. Based on tried and proven machine tool design and technology, the Mach 100 is built for durability and reliability. Offering unmatched versatility with a wide array of features, the Mach 100 is The Essential Waterjet.

Highlights include:

- Compact integrated design preserves valuable floor space while giving you three-sided access to work envelope
- Precision ball screw drive system provides superior accuracy and repeatability
- Solid steel casting construction ensures the waterjet system will withstand your heaviest production
- Auto-lube system automatically lubricates the precision motion components to ensure continuous peak performance
- Convenient roll-around touch screen console allows you to move freely while providing an easy interface
- Fully-programmable servo-driven Z-Axis
- Environmental protection package designed for harsh waterjet applications
- Dynamically ball bar tested at customer facility to ensure accuracy standards are validated

Programmable Z-Axis

The Mach 100 system includes a fully programmable servo-driven Z-Axis, letting the user create and execute 3-Axis programs from the easy-to-use FlowMaster software. This feature is beneficial in many ways, allowing the machine to:

- Follow a programmed 3D contour
- Automatically compensate speed for varying thickness
- Lift the Z-Axis up between traverse movements to clear any potentially remaining slugs
- Move around a fixed object
- Trim or cut a formed part without having to manually manipulate the Z-Axis

Precision Drive System

The Mach 100 drive system ensures maximum speed and power efficiency while maintaining constant backlash control.

The linear axis assembly is driven by digital AC servo motors, which drive the axis via a pre-loaded ball screw assembly.

Servo amplifiers receive feedback from the rotary encoder, accomplishing a closed loop system.

The X and Y-Axis utilize linear bearings and hardened precision ground ways.

Machine Specifications

Travel	
XY-Axis travel	3.05 m x 2 m [10'-0" x 6'-6"]
Z-Axis travel (standard)	178 mm [7 in.]
Speed Ranges	
Rapid traverse maximum	10 m/min [400 in./min]
Contouring speed maximum	5 m/min [200 in./min]
Accuracy	
Linear accuracy	± .127 mm/m [.005 in./3 ft]
Repeatability	± .0635 mm [.0025 in.]
Ballbar Circularity	± .095 mm [± .0038 in.]
Temperature tolerance band	20° ± 3°C [68° ± 5°F]

PASER® 4 Cutting System

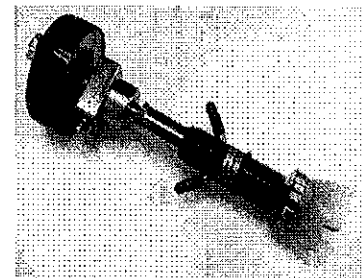
Building upon the success of the highest performing, most popular cutting heads in the waterjet industry, Flow engineers developed exclusive technology resulting in superior performance only available with Flow waterjet systems. Flow's newly designed PASER 4 cutting head establishes a new industry benchmark by featuring the greatest cutting speed coupled with the lowest operating cost.

PASER 4 Cutting Head

The cutting head accelerates the abrasive into the high-velocity waterjet to generate a high-energy abrasivejet cutting stream capable of cutting virtually any material.

The PASER 4 cutting head features:

- Orifice design increases component life 3–6 times over earlier generations and competing cutting heads
- On/Off valve allows for longer lasting components and higher reliability, decreasing maintenance required and increasing up time
- Increased productivity—longer-lasting parts means more runtime between maintenance intervals, lower inventory carrying costs and lower operating costs
- Orifice and mixing tube alignment is optimized by using tapered surfaces and an exclusive precision collet that automatically aligns all critical components
- PASER 4 features a 101 mm [4 in.] long mixing tube, which allows for a significant increase in life and reduction of taper over other cutting systems



PASER 4 Meeting Valve

Flow's PASER 4 metering valve eliminates abrasive clogging and surging for more consistent performance. The design ensures that the abrasive remains dry in particularly wet cutting environments. The new PASER 4 metering system delivers the precise amount of abrasive required by the PASER 4 cutting head in order to ensure maximum cut speed and efficiency.

PASER 4 Plumbing Package

The evolution of high-pressure plumbing led to a simple yet effective design for the high-pressure whip package. No swivels are needed, eliminating maintenance and line loss. The inherent flexibility of the long steel tubing provides all the necessary degrees of freedom that a moving cutting head requires. Plumbing package includes high pressure gauge, high-pressure whip, and plumbing support column.

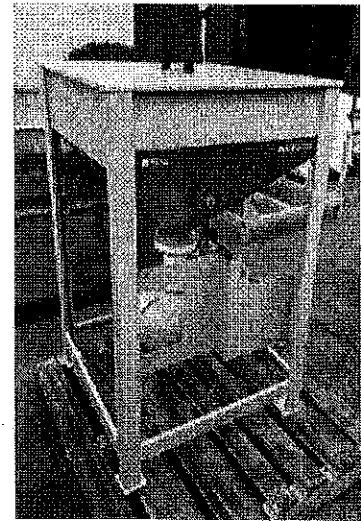
PASER 4 Start-Up Kit

The PASER 4 cutting head comes with a standard start-up kit designed to get you up and running for the purpose of training and familiarization.

PASER CF900 Abrasive Delivery System

The PASER CF900 Abrasive Bulk Transfer System (ABT) is designed for the continual transport of abrasive materials. The system continuously monitors the corresponding filling level. A Programmable Logic Controller (PLC) processes electrical monitoring signals. A warning lamp and an audible warning indicator, located on the control cabinet, provide visual and audio feedback of the filling level.

- 900 lb capacity
- Position feedback provides closed-loop control of the Z-Axis
- Dual stage hopper allows continuous operation
- Audible and visual alarms for warning and shutdown



2 FlowCUT PC-Based Controller with FlowXpert™ Infinity software

Flow's PC-based controller with FlowCUT is the most advanced, state-of-the-art machine tool control system in the waterjet industry. This Simple Yet Powerful software suite is designed to be easy to use by operators of all skill levels. Using our unmatched experience as the inventors of abrasive waterjet, we have created the most extensive material library in the industry, featuring well over 100 lab-tested materials. FlowXpert, featuring SmartStream™ technology, understands precisely how the material and its thickness will affect stream behavior and takes all the guesswork out of making a perfect part the first time.

Once your geometry is chosen, FlowCUT applies Flow's exclusive SmartStream™ technology to optimize cutting speeds based on a variety of user- input parameters such as desired edge finish, material thickness, and material.

Hardware and PC

The PC hardware includes:

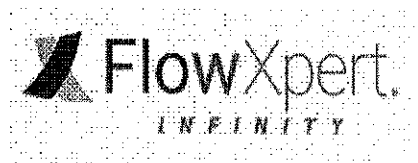
- Roll-around control with touch screen control console
- 381 mm [15 in.] color monitor, keyboard, mouse, and USB port

Features include:

- Exclusive SmartStream™ technology turns any novice operator into a professional
- Automatic and full control of the complete waterjet system directly from the control
- Simple and logical interface puts the operator in control
- Diagnostic screen allows easy system troubleshooting
- User-friendly, icon-based menu structure
- Easy, quick, surface quality specification
- Part preview displays and one click Dry Run option to test part programs
- Ability to pierce all holes first at low pressure, then cut at high pressure for use during special piercing operations of brittle materials
- Plate alignment function to compensate for plate rotation, angle or skew
- Array nesting with adjustable gap between parts
- Automatic part time estimation
- SmartStream™ cutting models assure high-quality finished parts
- Displays real-time tool location, including both machine home and floating user home
- Automatic cost per part generation based on user-defined parameters
- Warning and shutdown sensors are integrated directly into the control for easy troubleshooting
- Ability to set multiple user home positions
- Ability to generate customizable work order sheet
- Powerful, custom macro functions available for special applications
- Dynamically switch between languages while running program so multiple users can work in the language of their choice without having to shut the program down
- Restart a cut from any point on the path or nest
- 0 to 125% feedrate override

FlowXpert Infinity Software Package

Revolutionary, state-of-the-art waterjet software encompassing all 2D & 3D cutting – comprehensive, powerful, easy to use solution, capable of powering your entire shop.



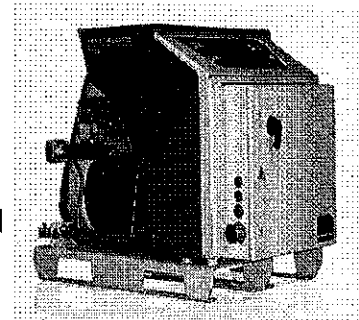
Highlights include:

- Full CAD Package offers functionality to both 3D and 2D models
- Optimized waterjet software out of the gate, which dramatically reduces design time

- The only software in the industry where the OEM provides a fully integrated non-third party software that allows the customer to go from design to production in full 3D
- Onboard expert intelligence optimizes your waterjet cut with intuitive solutions
- Increase productivity with features such as AutoPath, Lead-in/Lead-out generation, and Multi-part array's
- Power your whole shop, not just your waterjet with one solution

3 HyPlex® Prime Pump

The HyPlex Prime pump represents the next generation of highly efficient, direct drive ultrahigh-pressure waterjet pumps. This new pump provides maximum performance with minimal maintenance. HyPlex Prime pumps combine HyperJet® technology with direct drive efficiency.



The HyPlex Prime pump includes the following features:

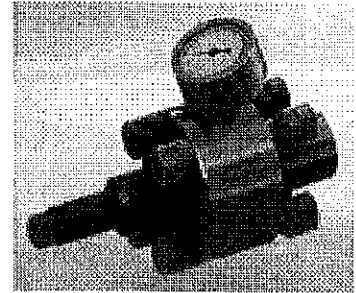
- 4150 bar [60,000 psi] maximum generated pressure with 3800 bar [55,000 psi] operating pressure
- Utilizes the next generation of seals technology from Flow's HyperPressure™ pumps—the highest pressure in the industry
- Full sensor and diagnostics package communicates directly to the operator control station
- Infinite variable pressure control
- 30 hp TEFC motor (available in multiple voltages and frequencies)
- Solid-state soft starter motor control
- New high-pressure configuration allows individual heads to be serviced independently of one another
- Modular design allows for a wide variety of options
- Digital pressure readout displayed directly to the machine control
- Dual cartridge inlet water filtration to 0.5 micron with inlet and outlet pressure gauges
- Pac-V™ patented control valve reduces maintenance and enables cutting at any pressure
- Mounted on its own purpose-built skid for mobility, vibration isolation, and ease of service

PAC-V™ Technology

The HyPlex Prime pump uses Flow's exclusive, patented PAC-V technology - a pressure control valve that ensures a quick response when changing operating pressure, or opening and closing the flow of water through the cutting head. PAC-V technology allows much easier and more reliable use than designs that use a bypass valve or dual orifice design to control water flow.

HyPlex Prime Pressure Loading Tool

As with any high-performance machine, the HyPlex Prime pump requires periodic maintenance and service. Flow created exclusive tools to ensure easy, consistent and reliable maintenance for all pump components. The HyPlex Prime pressure loading tool allows users to quickly, easily, and accurately perform maintenance on high-pressure components by using a single wrench to tension four (4) tie rods simultaneously.

**HyPlex Prime Tool Kit**

This customized tool kit facilitates maintenance and consists of items such as spanner wrenches and seal installation tools. In addition, you will receive medical alert cards for the system operators.

4 Start-Up Services, Installation, and Training

Flow International Corporation (Flow) provides onsite start-up services, installation, and training to ensure a quick and seamless transition to maximum productivity (two free seats of training to be used within one year of installation and the machine installation must start within four months of the ship date). Start-up services and installation are included if customer fulfills the installation responsibilities noted below. Additionally, Flow will provide pre-installation instructions and the assistance of a Project Manager to help you prepare your site for the installation so it can proceed without delays. If additional time is required due to site readiness delays, Flow will bill the customer at standard technical service rates.

Start-Up Services

A qualified Field Service Engineer (FSE) will perform start-up services at the customer site following the customer's placement of the system in accordance with Flow's instructions and pre-installation package. Flow's FSE will review the pre-installation work to ensure that the electrical, plumbing, pneumatic, and other services are in accordance with Flow's recommendations.

With the assistance of a customer-provided technician, the FSE will assemble, level, and align the XY machine. The FSE will custom-form all high-pressure tubing to connect the pump to the X-Y machine. The customer-provided technician will bracket or mount tubing as required.

The FSE, with the assistance of the customer's electrician and plumber, performs the initial start-up of the system. Before commissioning the system for full operation, the FSE will flush the system and perform any necessary corrective measures.

Customer Installation Responsibilities

Listed below is a general overview of customer installation responsibilities.

- **Environment:** Recommended maximum ambient operating temperature is 40°C [105°F]
- **Equipment clearances:** To maximize the cutting area of your waterjet system, the machine requires a floor-to-ceiling clearance height of 4.7 m [15 ft-5 in.] for 60K pumps or 4.4 m [14 ft-4 in.] for 94K pumps. Local codes and regulations will determine actual required minimum clearance distance.
- **Electrical:** Perform all power connections in accordance with all local codes and Flow's pre-install package. Provide a true, uninterruptable earth-ground. For building voltage other than 440V–480V, a transformer may be required. (208V, 230V, and 575V services are available at additional cost)
- **Foundation:** To maintain accuracy, provide an adequate foundation to support the equipment. Flow recommends the floor be level to 20 mm [¾ in.] over Mach 100 footprint and free of cracks or joints within the entire machine area.
- **Personnel & Scheduling:** Please provide a qualified technician to assist the Flow technician with the start-up and installation of the system. Schedule start-up services to coincide with the completion of your pre-installation responsibilities a minimum of three weeks prior to the desired arrival of the FSE. Please allow a minimum of one week between final delivery of the equipment and the arrival of the technician.
- **Plumbing:** Perform all air, water, and drain connections in accordance with all local codes and Flow's pre-install package
- **System arrival:** Provide onsite unloading and transport of equipment (requires 5000 kg [10,000 lb] capacity forklift with 2000 mm [84"] forks) from delivery truck to floor area where Mach 100 will be located. Uncrate and place equipment in its proper position per Flow's pre-install information. Please keep floor area where machine is located clear with unobstructed access to equipment.
- **Tools & Supplies:** Hammer drill for lagging system to floor and 2 m [7 ft] stepladder. Provide the proper oil and fill the pump reservoir with it. (HyPlex® pumps require Shell Morlina 100® oil or equivalent. Intensifier pumps require Shell Tellus® S2 M 46 hydraulic oil or equivalent.)

Training

Flow provides an instructor led three-day online system training class through Flow's training portal combined with one day of onsite familiarization training.

- **Three-day online system training:** Flow strongly recommends attending the online training prior to installation, as it will be required for operating the system. It includes operation/programming training on the X-Y machine and maintenance training for the high-pressure system for two people. Check schedule availability at least four (4) weeks prior to the desired training dates.
- **Onsite familiarization training:** Operators who previously attended Flow's online system training class will be reacquainted with their system and have the opportunity to apply their online training to operate it in a production capacity (approximately four hours). Maintenance technicians receive approximately four (4) hours of additional onsite maintenance familiarization, including an overview of the system. Please note that onsite familiarization training is not a substitute for Flow's three-day online system training class.

Notes:

The online operation/programming and onsite familiarization training require operators have a good working knowledge of personal computers and Windows® operating systems.

Inlet Water Test Kit

The test kit samples inlet water quality to determine if a water softener or other pre-treatment is required.

Professional Project Management

From purchase to installation, you will have a single point of contact to ensure an efficient system start-up. You will receive a thorough presentation of pre-install requirements and individualized project coordination, with personal attention and rapid response to special requirements.

5 One (1) Year Warranty

- This warranty term is one (1) year from the date of system shipment or 2000 hours, whichever comes first. It covers the following: equivalent parts and outbound ground freight, scheduled labor, and travel expenses. All other elements of the Limited Warranty apply.
- In order to qualify for this warranty period, at least one person within the customer's organization assigned to maintain the equipment must attend a free system maintenance training course prior to or within three (3) months of system installation. If training is not elected, a six (6) month warranty will apply.

ADDITIONAL ITEMS INCLUDED

6 Technology Package

This premium package ensures that your system will always be equipped with the latest technology long after your initial investment. This package contains the following features:

Package

- FlowXpert Infinity: The premier software in the industry and includes both full 2D and 3D drawing and part-pathing capability
- Upgraded Industrial PC: This high-performance pc is IP66 rated and comes with 24GB of ram
- Waterjet Connect IQ: Machine alarms, alerts, and data accessible anytime and anywhere
- Two (2) years of software upgrades and access to Waterjet Connect IQ IoT platform

FlowXPert Infinity

FlowXpert Infinity is the premier software in the industry and includes both full 2D and 3D modeling and part-pathing capability. More than just a software for your waterjet, FlowXpert Infinity is capable of powering your entire shop. FlowXpert is continually updated throughout the year with advanced features and the ability to read the most recent CAD files in most common formats.

FlowCUT Software

FlowCUT features a host of advanced features to maximize your productivity while minimizing your time. Using our unmatched experience as the inventors of abrasive waterjet, we have created the most extensive materials library in the industry, featuring well over 100 lab-tested materials. FlowCUT, featuring SmartStream™ technology, understands precisely how your material and its thickness will affect stream behavior and takes all the guesswork out of making a perfect part the first time.

Upgraded Industrial PC

This high-performance PC is IP66 rated, making it waterproof from a direct spray of water. Additionally, it is rated to safely operate at an ambient temperature of 50°C, far more than traditional PC's. The Intel chipset, high-powered graphics card, and abundant 24GB of RAM memory aren't just designed to run the FlowXpert Infinity and Waterjet Connect software of today, but tomorrow as well.

Waterjet Connect IQ

The technology package includes two-year access to Waterjet Connect IQ and is available via the Waterjet Connect portal. This can be accessed directly on the waterjet system controller in addition to any PC or mobile device. Waterjet Connect IQ features advanced IoT and system monitoring that can alert users to potential problems before they happen, helping to prevent downtime. Waterjet Connect IQ shows you exactly what you need to know to keep your machine running at optimal performance.

7 Laser Edge Finder

The laser edge finder allows a waterjet operator to precisely position their Flow waterjet cutting nozzle at an exact position on the work piece being cut. The laser edge finder is used to jog around the work piece to mark chosen locations. FlowMaster or FlowXpert is used to quickly record these locations up to ten user-definable home positions can be programmed for the machine. The edge finder uses the locations to pinpoint the true edge of the material.

OPTIONS



SHAPE TECHNOLOGIES GROUP*

Tazewell County Career & Technical Center

Q-13644-1

June 3, 2024

14/19

TERMS AND CONDITIONS – APRIL 2018

The terms and conditions set forth herein, the express terms and conditions of the attached quotation, and the terms and conditions in the order acknowledgement or confirmation (if any) constitute the "Agreement" between Flow and the Buyer and supersede all prior correspondence, quotations, and other communications, either oral or written. These terms and conditions ("Terms") are intended to govern the sale of all waterjet cutting systems, surface preparation systems, pumps, as well as spare parts and consumables for such systems (the "Equipment"), and services where applicable.

1. LIMITED WARRANTY

a. Flow warrants the Equipment to be free from defects in workmanship and materials for the period specified on the quotation, except that spare parts shall be warranted for a 90 day period and electronic components for a 30 day period. This limited warranty does not cover normal wear and tear, consumable items including, but not limited to, seals, mixing tubes, filters, orifices, low and high-pressure plumbing and cylinders, or part failures caused by (i) accident or any act of God, (ii) abuse, or (iii) failure to maintain the Equipment in accordance with Flow technical specifications. Flow's liability is limited to repair or replacement of the Equipment and the determination regarding which of these is appropriate shall be at Flow's sole discretion. This warranty is conditioned upon (i) Flow being notified in writing by Buyer within one month after discovery of defects, (ii) At Flow's discretion, the return of defective Equipment to Flow (with RMA number assigned by Flow's customer service representative), with inbound transportation charge prepaid by Buyer, and (iii) Flow's examination of the Equipment and determination that such defects were not caused by negligence, misuse, improper maintenance, improper installation, accident or act of God, or unauthorized repair or alteration. Equipment or parts thereof furnished by Flow, but manufactured by others, shall carry the warranty that such product's manufacturer has conveyed to Flow, if any. The original warranty period of any Equipment that has been repaired or replaced by Flow shall not by virtue of such repair or replacement be extended. Warranty is void if non-Flow branded or certified or unauthorized parts are used.

b. Flow warrants that all products manufactured by Flow comprised in the Equipment and furnished to Buyer are delivered free of any rightful claim of any third party for infringement of any valid United States patent. If Buyer promptly notifies Flow, in writing, that it has received notice from a third party that the Equipment infringes a U.S. patent, and provides Flow with all authority, information and assistance that Flow deems reasonably necessary, Flow shall in its sole judgment defend or settle any suit or proceeding against Buyer, at Flow's expense, to the extent that it is based upon claim of infringement which is a breach of the foregoing warranty, and Flow shall pay all damages and costs awarded therein against Buyer due to such breach. In case the use of any such Equipment is held in such suit to constitute such an infringement and the use of such Equipment for its intended purpose is enjoined or restricted by way of a court-ordered injunction, Flow shall, at its expense and option, procure for Buyer the continued usage of said product or part, or replace same with a non-infringing product or part, or modify same so it becomes non-infringing, or remove the product or part and refund the purchase price (less reasonable depreciation for any period of use) provided that any transportation costs are separately paid by Buyer. The foregoing states the entire liability of Flow for patent infringement by using said products or any parts thereof.

c. The preceding paragraph shall not apply to (i) any Equipment that is modified, customized or manufactured to Buyer's design or specifications, or (ii) the use of any Equipment furnished to Buyer in combination with other products not furnished by Flow, unless the Equipment, per se, infringes the asserted patent. As to any such excluded product or part thereof, Flow assumes no liability whatsoever for patent infringement and Buyer shall hold Flow harmless against any infringement claims arising therefrom.

2. LIMITATION OF WARRANTIES

EXCEPT AS PROVIDED IN SECTION 1 ABOVE, FLOW MAKES NO OTHER WARRANTIES TO BUYER, EXPRESS OR IMPLIED, AND HEREBY EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

3. ACCEPTANCE, DELIVERY, TITLE AND RISK OF LOSS

Unless otherwise specified by Flow, delivery will be made and title will pass F.O.B. point of shipment to Buyer skidded for domestic truck shipment. Risk of loss or damage passes to Buyer on delivery.

Any export or other special packing or special transportation charges shall be charged to and paid by Buyer. Except as otherwise agreed to by Flow, Flow shall not be responsible for freight transportation, insurance, shipping, storage, handling demurrage, or similar charges (including duties, taxes, VAT, etc.). If such charges are by the terms of sale included in the price, any increase in rates becoming effective after the date hereof shall be for the account of and responsibility of Buyer.

4. TIME NOT OF THE ESSENCE UNLESS EXPRESSLY PROVIDED

Time is not of the essence with respect to any times or dates included in the Agreement unless the Agreement expressly indicates that those times or dates are of the essence. Any dates for payments from or by Buyer to Flow are of the essence.

5. EXCUSABLE DELAYS

Flow shall not be liable for delays in delivery or performance, or for failure to manufacture, deliver or perform, for reasons including, but not limited to, (i) a cause beyond its reasonable control, or (ii) an act of God, act of Buyer, act of civil or military authority, Governmental priority, strike or other labor disturbance, flood, epidemic, war, riot, delay in transportation, or (iii) inability on account of a cause beyond the reasonable control of Flow to obtain necessary materials, components, services or facilities. Flow will notify Buyer of any material delay excused by this section and will specify the revised delivery date, as soon as practicable. Any such delay shall not give rise to any termination right and the date of such delivery or performance shall be extended for a period equal to the time lost by reason of delay.

Flow International Corporation

23500 64th Avenue South Kent, Washington 98032 USA

tel | toll-free 800.446.3569 | fax

FlowWaterjet.com

Mach 100



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6. BUYER'S CREDIT

Flow may request advance payments or adequate security for deliveries required by the Agreement, including Equipment already delivered. Flow reserves the absolute right, among other remedies, to terminate this Agreement or to suspend further performance under this Agreement in the event Buyer fails to provide such payments or security within 20 days of Flow's request. Upon such termination or suspension, Flow shall be entitled, upon demand, to be indemnified for and against all costs and expenses already incurred or commitments made by Flow in or towards its performance under this Agreement.

7. DISCLOSURE OF INFORMATION

Any information, suggestions or ideas transmitted by Buyer to Flow in connection with performance under this Agreement are not to be regarded as secret or confidential except as may be otherwise provided by agreement in writing signed by a duly authorized representative of Flow.

8. TAXES

In addition to any price specified in the Agreement, Buyer shall bear, pay and be responsible for the gross amount of any present or future taxes, duties or levies, of a sales, use, excise, value added, goods and services or other similar nature, applicable to or assessable on the price, sale or delivery of any products or services furnished under the Agreement or to their use by Flow or Buyer or otherwise applicable to the transactions under the Agreement, or Buyer shall furnish Flow with evidence of exemption acceptable to the taxing authorities.

9. LIMITATIONS OF DAMAGES

FLOW SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF USE, LOSS OF PRODUCTION, DAMAGE TO OTHER EQUIPMENT, COST OF CAPITAL OR INTEREST. FLOW'S LIABILITY IS LIMITED TO REPAIR OR REPLACEMENT OF THE EQUIPMENT AND THE DETERMINATION REGARDING WHICH OF THESE IS APPROPRIATE SHALL BE AT FLOW'S SOLE DISCRETION. THE PARTIES AGREE THAT THE FOREGOING REMEDY IS REASONABLE AND DOES NOT CAUSE THE AGREEMENT TO FAIL IN ITS ESSENTIAL PURPOSE.

10. CANCELLATION

The Buyer does not have the right to cancel this Agreement or any portion of this Agreement unless the Buyer's request for cancellation is approved in writing by an authorized representative of Flow. If Flow so approves the cancellation of this Agreement or any portion of this Agreement, Buyer acknowledges that Flow will be damaged by the cancellation and that the damages sustained by Flow will be difficult to calculate. Therefore, Flow is entitled to recover from Buyer the immediate payment of liquidated damages calculated as follows: (a) in respect of Standard/Non-Customized Equipment and Spare Parts and Consumables: an amount equal to (i) all costs and expenses incurred by Flow in its performance of the Agreement up to the date of approved cancellation, (ii) plus an amount equal to all commitments for or towards the purchase of goods, materials and services made by Flow in connection with the processing, handling and fabrication of the Equipment, (iii) plus the payment to Flow of 10% of the total sale price, which Buyer acknowledges represents a reasonable amount for Flow's overhead and profit; or (b) in respect of Custom Equipment: at Flow's option (i) an amount equal to the revenue recognized by Flow for the Equipment on a percentage of completion basis or (ii) the amount determined pursuant to (a) above with respect to Standard/Non-Customized Equipment. Any progress payments already made prior to such cancellation shall be applied towards the total amount determined according to the foregoing sentence.

11. INSTALLATION & TRAINING

Unless otherwise agreed by Flow in writing, installation and training services are not included in the sale price except as specified; however, such services, including travel time and overtime premium charges, will be provided if requested at Flow's quoted service rate as may be applicable for working hours.

12. INTELLECTUAL PROPERTY

The Equipment and its documentation have been developed by Flow and represent a significant investment in industrial and intellectual property. No ownership of any patent, copyright, trade secret, technical data or other industrial or intellectual property is transferred to Buyer hereunder. No Equipment sale is to be construed as the grant by Flow to the Buyer of any license to copy, modify, revise or reconstruct anything falling within the scope of patents, copyrights, trade secrets, technical data, or other industrial property of Flow or third parties.

13. INDEMNIFICATION

Buyer shall indemnify and hold Flow harmless from and against any and all losses, claims, costs, expenses, damages and liabilities, including reasonable attorney's fees, which Flow may suffer or be required to pay, arising out of injury (or death) to persons, or damage to property, resulting from or pertaining to the negligent use or operation of the Equipment whether or not occasioned by the negligence of Buyer, employees, independent contractors or invitees.

14. ENFORCEMENT

a. **Validity, Interpretation and performance.** The validity, interpretation and performance of the Agreement shall be governed by the laws of the State of Washington in effect at the time of contracting. Ambiguities will not be construed against the drafter. Flow may bring an action to enforce the Agreement in state and federal courts located in the jurisdiction of the Buyer, or any other jurisdiction the venue rules of which would allow maintenance of such an action.

b. **Default.** Buyer shall be in default of this Agreement in any of the following circumstances: (i) a failure to make any payment due within 10 days of the date on which that payment is due; (ii) a failure to perform or satisfy any covenant, condition or warranty of this agreement, other than payment, where such failure continues for 10 days after Buyer is given notice of such failure; (iii) Buyer's default under any note, security agreement, equipment lease or similar document evidencing indebtedness between Buyer and either Flow or a third party where such default permits the holder of such indebtedness to cause such indebtedness to become due before its stated maturity; (iv) any representation or warranty made by Buyer shall prove to be materially incorrect or the conditions of Buyer's business affairs shall change so as in the opinion of Flow to materially impair Flow's interest or increase materially Flow's credit risk; (v) Buyer shall generally not pay its debts as they come due, file or have filed against it a petition under any bankruptcy or insolvency law, make an assignment for the benefit of its creditors, consent to the appointment of a custodian, receiver, trustee or other officer with similar powers, be adjudicated insolvent or be liquidated; (vi) Buyer or any guarantor of Buyer is declared legally deceased (if Buyer is a sole proprietor or general partner) or if Buyer shall terminate its existence by merger, consolidation, sale of substantially all of its assets or otherwise; or (vii) Buyer shall agree with any third party to any lien or encumbrance that will in any way affect Flow's ability to obtain any of the remedies provided for in this Agreement.

c. **Remedies.** Upon default by Buyer, Flow may exercise any or all of the following remedies with respect to the Equipment: (i) replevin, repossession or seizure, by judicial process or otherwise; (ii) acceleration of remaining payments so that they are immediately due; (iii) damages for any unpaid portions of the sales price, loss or for consequential or incidental damages and (iv) attorneys' fees and costs of litigation. This list of remedies is not exclusive or exhaustive. Each of these remedies shall be cumulative and in addition to any other remedies available under this Agreement, at law or in equity. In the event any amount due under this Agreement is not timely paid, Flow shall be entitled, in addition to any other remedy, to (i) a finance charge of 1½% per month (18% per year) for such overdue amounts and (ii) all reasonable collection costs, including legal fees. This finance charge shall also apply to any suspension, termination or cancellation as provided in these terms and conditions.

15. GENERAL TERMS

a. **Flow's Terms Control.** ANY ACCEPTANCE OF THE BUYER, INCLUDING ANY PURCHASE ORDERS, MUST BE MADE ON THESE EXACT TERMS UNLESS FLOW EXPRESSLY AGREES TO ANY ADDITIONAL OR DIFFERENT TERMS. TO THE EXTENT THESE TERMS ARE CONSTRUED AS AN ACCEPTANCE OF AN OFFER MADE BY BUYER, THE ACCEPTANCE IS EXPRESSLY MADE CONDITIONAL ON BUYER'S ASSENT TO ANY TERMS AND CONDITIONS IN THIS TERMS. FOR PURPOSES OF CLARIFICATION, ANY TERMS INCLUDED IN ANY BUYER-DRAFTED DOCUMENT (E.G. BUYERREVISED QUOTATION, PURCHASE ORDER) DO NOT FORM PART OF THE AGREEMENT BETWEEN FLOW AND THE BUYER UNLESS FLOW EXPRESSLY AGREES TO ANY SUCH ADDITIONAL OR DIFFERENT TERMS.

b. **Entire Agreement.** The Agreement constitutes the entire agreement of the parties, and they supersede all prior written or oral representations made by the parties with respect to the subjects addressed in this Agreement.

c. **Amendments.** No purported modification or variance of the Agreement will be effective or enforceable unless made in writing and signed by an authorized representative of the party against whom enforcement of such a purported modification or variance is sought. For there to be a valid agreement by Flow, there must be a document manifesting that agreement and signed by an authorized representative of Flow. Flow will not be deemed to have entered into a contract as a result of its conduct, and Flow shall not be bound by any purported oral agreements, whether by operation of law or otherwise.

d. **Industry Custom, Usage of Trade or Course of Performance.** The parties do not intend that the express terms of the Agreement will be modified, varied or supplemented by industry custom, usage of trade or course of performance unless the other documents (where applicable) comprised in the Agreement expressly incorporate such industry custom, usage of trade or course of performance.

e. **Conflict Among Flow's Terms.** In the event of a conflict or any ambiguities between these terms and conditions and any terms and conditions contained in a quotation, order acknowledgement, or other Flow-issued documents (for conflict between Flow's terms and Buyer's terms, see Section 15(a) above), the following order of priority shall apply: (i) terms on the order acknowledgement (if any), (ii) terms on the quotation, (iii) these terms and conditions.

f. **Waiver.** The failure of Flow to object to any provision in conflict with the Agreement shall not be construed as a waiver of any of this Agreement, and the failure of Flow to enforce any of the provisions of this Agreement shall not be construed in any sense as a waiver.

g. **Third Party Beneficiaries.** The parties do not intend that the Agreement shall create a right of enforcement by any third party and the parties expressly intend that there be no third parties with standing to enforce any provision of the parties' Agreement. In the event Buyer obtains funding from a third party or Flow enters into any agreement with such financier, Buyer agrees that Buyer shall have no rights as a third-party beneficiary in any contract between Flow and that third party. h. **Liens.** The Buyer shall not allow the Equipment to become subject to any lien or encumbrance, including but not limited to a mechanic's lien, without the express, written permission of Flow. If the Buyer violates this provision, it shall be responsible immediately to take all steps necessary to remove or satisfy any such lien and to pay all reasonable legal fees and costs incurred by Flow as a result of the imposition of such a lien.

i. **Severability.** Any determination that a provision of this Agreement is unenforceable will not affect the enforceability of the remaining provisions of this Agreement.



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STANDARD PAYMENT PROCESSING

STANDARD CASH TERMS:	▪ Deposit of 30% of total contract amount is required with submission of purchase order or signed quotation. Please advise if invoice is necessary. ▪ The order will not be placed in the Flow International Corporation (FLOW) build schedule UNTIL receipt of this deposit ▪ Payment of the 60% progress payments must be received 7 days from shipment or prior to installation scheduling, whichever comes first
WELLS FARGO:	▪ A signed quotation or purchase order will be required to initiate order. However, order will be booked into build schedule upon receipt of written approval by Wells Fargo. ▪ System will only be shipped upon receipt of unconditional purchase order from Wells Fargo ▪ Generally, this occurs upon signing of Wells Fargo documents as verification of insurance coverage on system
BANK FUNDING:	▪ A letter will be required from an acceptable bank evidencing that funding is adequate to fully cover machine purchase amount ▪ Receipt of Certificate of Insurance by lender, if required ▪ Verification that loan documents have been executed and returned to bank
THIRD PARTY LEASE:	▪ Verification of credit approval from leasing company and execution of all loan documents ▪ Issuance of purchase order to Flow by leasing company. Order can be entered into build plan at this stage ▪ Verification to Flow Credit group by leasing company that insurance coverage for machine is in place PRIOR to shipment



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CREDIT APPLICATION

Please fax completed form to 253.813.3283. By completing this application you will help us to expedite the preliminary approval process required to become a credit customer. The completed application form is reviewed by our credit department and is held in strict confidence in accordance with our corporate confidentiality regulations.

General Information

Company name:		Federal ID number:	
Billing Address:			
City:	State:	Zip code:	
Tel:	Fax:	URL:	
Shipping Address (if different than billing address):			
City:	State:	Zip code:	
Tel:	Fax:	URL:	
Type of business:		Years in business:	
Legal formation of company:		☐ Corporation ☐ Partnership ☐ Proprietorship	
Section A: Please fill out the fields listed below if you will be purchasing parts or service for your existing Flow equipment. This section not applicable for new equipment purchases.			
Equipment/Model:		Serial number:	
Purchased from:			
Additional information (if applicable):			
Section B: For your convenience, Flow accepts credit cards. Please fill out the fields listed below if you will be using a credit card to purchase parts, service, or equipment.			
Type of card:	☐ Visa®	☐ MasterCard®	☐ American Express®
Please provide cardholder and account number information at time of order placement.			



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Credit References

Please provide three (3) credit references that Flow may contact.

Company name:	Contact name:		
Address:			
City:	State:	Zip code:	
Tel:	Fax:	E-mail:	
Company name:	Contact name:		
Address:			
City:	State:	Zip code:	
Tel:	Fax:	E-mail:	
Company name:	Contact name:		
Address:			
City:	State:	Zip code:	
Tel:	Fax:	E-mail:	

Bank Reference

Please provide one (1) bank reference that Flow may contact.

Bank name:	Account number:	
Address:		
City:	State:	Zip code:
Tel:	Fax:	E-mail:

Authorization

By submitting this application, you authorize Flow International Corporation to make inquiries into the credit and banking references you have supplied.

Authorized contact:	
Title:	Date:

Approval (Internal use only)

Credit approval:	
Credit level approved:	Date:

Bid #2



Physical address:
128 Cayuga Drive Ste A/B
Moorestville, NC 28117

Mailing address:
6332 Flank Drive
Harrisburg, PA 17112

Ph (800) 540-9713 * Fax (800) 540-9725
www.southernstatesmachinery.com

June 27, 2024

Lee Salyers
TAZEWELL COUNTY CAREER & TECHNICAL CENTER
260 Advantage Dr
Tazewell, Virginia 24651
(276) 988-2529

Quote Number: 06272024MV
RE: FLOW Mach 100

Dear Lee,

In response to your request, it is a pleasure to offer the following information for your review.

If you have any questions or need additional information, please do not hesitate to call me.

Please review the Terms and Conditions of Sale.

Southern States Machinery, Inc. looks forward to a continuing relationship with your Company, helping you to fulfill all your Metal Fabricating needs.

Sincerely,

Mike Vatter

Mike Vatter
MV/tb



QUOTATION NUMBER
Q-13706-1

QUOTATION DATE
June 26, 2024

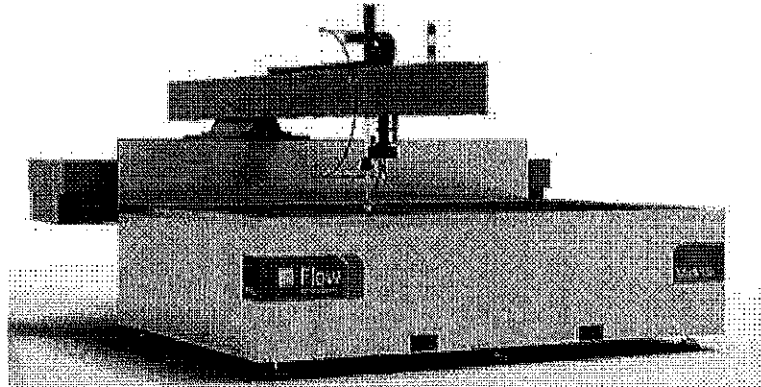
QUOTATION PREPARED FOR
Tazewell County Career & Technical Center
260 Advantage Dr
Tazewell, Virginia 24651
Attention: Lee Salyers

(276) 988-2529

DESCRIPTION
Mach 100

REGIONAL BUSINESS MANAGER
Adam Mooneyham
206-491-7168

QUOTATION SUMMARY



Picture above depicts a Mach 100 3020 system

System		Work Envelope	Price USD
Mach 100		3020 - 3.05 m x 2 m [10'-0" x 6'-6"]	\$ 157,860
Includes		Description	
1	Precision Z-Axis with conventional waterjet	Motorized Z-Axis	
	PASER® 4 cutting system	▪ New industry benchmark in cutting heads ▪ 408 kg [900 lb] abrasive delivery system	
2	FlowXpert Infinity™	▪ Roll-around control ▪ FlowXpert Infinity™ software package	
3	HyPlex® Prime pump	▪ 30 hp, 4150 bar [60,000 psi] ▪ Efficient operation in a compact design ▪ Infinite variable pressure control ▪ Modular design allows for a wide variety of options	
4	Start-up services, installation, and training	Provided by Flow-certified technicians, included at no charge if installation is started within four (4) months of ship date (two seats of training also included to be used within one year of installation)	
5	Warranty	One (1) year warranty	



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Additional Items Included		Description
6	Technology Package Includes Waterjet Connect IQ, Waterjet Connect, FlowXPert Infinity and FlowCUT software	▪ Two seats of upgraded FlowXpert Infinity CAD software ▪ Waterjet Connect IQ platform with machine data, alarms, and alerts ▪ Two seats of FlowCUT Software
7	Laser Edge Finder	Allows operator to precisely position waterjet at an exact position on the work piece being cut

Options	Description	Price USD

GENERAL COMMERCIAL TERMS	
PRICES:	All prices quoted in United States Dollars
DELIVERY POINT – F.O.B., ORIGIN:	Freight charges: ☐ Flow Paid ☐ Customer Arranged ☒ Prepaid and Bill (additional administrative fee included) ▪ XY from Vernon, CA (unless otherwise specified) ▪ Pump and ancillary equipment from Baxter Springs, KS ▪ Garnet locations to be determined (if applicable)
ESTIMATED SHIPMENT:	8 – 14 weeks after receipt of order and approval of credit <i>Subject to prior sale</i>
TITLE PASSAGE:	Origin
PAYMENT TERMS:	▪ 30% with Purchase Order ▪ 60% net 7 days after shipment or 14 days prior to installation start, whichever comes first ▪ 10% net 30 days after shipment This transaction and all of its terms and conditions are subject to final credit approval.
LEASE OPTIONS:	A variety of equipment lease plans are available upon credit approval. Please contact your Regional Sales Manager for details.
NOTES: ▪ The prices quoted herein EXCLUDE the following: • Local, state, and federal taxes, permits, and fees • Freight from Flow plants and suppliers to customer's location, unless otherwise specified • Customs clearance, including duties and fees ▪ Unless otherwise specifically stated in this quotation, the balance of the purchase price, together with any other related amounts, shall become immediately due and payable at the time the equipment included in this quotation, or any portion of it, is placed in service or used in any way other than in connection with its installation or testing.	
Unless otherwise stated, pricing is valid for 30 days and may be modified or withdrawn by Seller prior to any acceptance. Prices F.O.B. KENT, WASHINGTON USA unless otherwise noted.	
OFFERED by Flow International Corporation (Seller):	ACCEPTED by Buyer:
By:	Company:
Title: Regional Manager	By:
Date:	Date:
NOTICE: Sale of any product or services covered by this quotation is conditioned upon the terms contained herein (including those on the attached Conditions of Sale form). Any additional or different terms proposed by Buyer are objected to and will not be binding upon Seller unless specifically assented to in writing by the Seller.	

TECHNICAL SPECIFICATIONS

1 Mach 100 Waterjet System

The Mach 100 series combines Flow's premium technology with an affordable price, winning in VALUE as it continues to outperform standard waterjet offerings in the industry. Based on tried and proven machine tool design and technology, the Mach 100 is built for durability and reliability. Offering unmatched versatility with a wide array of features, the Mach 100 is The Essential Waterjet.

Highlights include:

- Compact integrated design preserves valuable floor space while giving you three-sided access to work envelope
- Precision ball screw drive system provides superior accuracy and repeatability
- Solid steel casting construction ensures the waterjet system will withstand your heaviest production
- Auto-lube system automatically lubricates the precision motion components to ensure continuous peak performance
- Convenient roll-around touch screen console allows you to move freely while providing an easy interface
- Fully-programmable servo-driven Z-Axis
- Environmental protection package designed for harsh waterjet applications
- Dynamically ball bar tested at customer facility to ensure accuracy standards are validated

Programmable Z-Axis

The Mach 100 system includes a fully programmable servo-driven Z-Axis, letting the user create and execute 3-Axis programs from the easy-to-use FlowMaster software. This feature is beneficial in many ways, allowing the machine to:

- Follow a programmed 3D contour
- Automatically compensate speed for varying thickness
- Lift the Z-Axis up between traverse movements to clear any potentially remaining slugs
- Move around a fixed object
- Trim or cut a formed part without having to manually manipulate the Z-Axis

Precision Drive System

The Mach 100 drive system ensures maximum speed and power efficiency while maintaining constant backlash control.

The linear axis assembly is driven by digital AC servo motors, which drive the axis via a pre-loaded ball screw assembly.

Servo amplifiers receive feedback from the rotary encoder, accomplishing a closed loop system.

The X and Y-Axis utilize linear bearings and hardened precision ground ways.

Machine Specifications

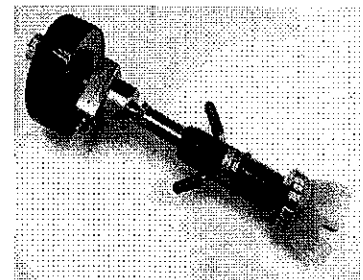
Travel	
XY-Axis travel	3.05 m x 2 m [10'-0" x 6'-6"]
Z-Axis travel (standard)	178 mm [7 in.]
Speed Ranges	
Rapid traverse maximum	10 m/min [400 in./min]
Contouring speed maximum	5 m/min [200 in./min]
Accuracy	
Linear accuracy	$\pm .127$ mm/m [.005 in./3 ft]
Repeatability	$\pm .0635$ mm [.0025 in.]
Ballbar Circularity	$\pm .095$ mm [$\pm .0038$ in.]
Temperature tolerance band	20° $\pm$ 3°C [68° $\pm$ 5°F]

PASER® 4 Cutting System

Building upon the success of the highest performing, most popular cutting heads in the waterjet industry, Flow engineers developed exclusive technology resulting in superior performance only available with Flow waterjet systems. Flow's newly designed PASER 4 cutting head establishes a new industry benchmark by featuring the greatest cutting speed coupled with the lowest operating cost.

PASER 4 Cutting Head

The cutting head accelerates the abrasive into the high-velocity waterjet to generate a high-energy abrasivejet cutting stream capable of cutting virtually any material.



The PASER 4 cutting head features:

- Orifice design increases component life 3–6 times over earlier generations and competing cutting heads
- On/Off valve allows for longer lasting components and higher reliability, decreasing maintenance required and increasing up time
- Increased productivity—longer-lasting parts means more runtime between maintenance intervals, lower inventory carrying costs and lower operating costs
- Orifice and mixing tube alignment is optimized by using tapered surfaces and an exclusive precision collet that automatically aligns all critical components
- PASER 4 features a 101 mm [4 in.] long mixing tube, which allows for a significant increase in life and reduction of taper over other cutting systems

PASER 4 Meeting Valve

Flow's PASER 4 metering valve eliminates abrasive clogging and surging for more consistent performance. The design ensures that the abrasive remains dry in particularly wet cutting environments. The new PASER 4 metering system delivers the precise amount of abrasive required by the PASER 4 cutting head in order to ensure maximum cut speed and efficiency.

PASER 4 Plumbing Package

The evolution of high-pressure plumbing led to a simple yet effective design for the high-pressure whip package. No swivels are needed, eliminating maintenance and line loss. The inherent flexibility of the long steel tubing provides all the necessary degrees of freedom that a moving cutting head requires. Plumbing package includes high pressure gauge, high-pressure whip, and plumbing support column.

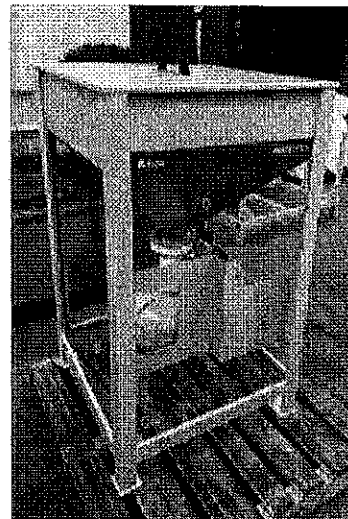
PASER 4 Start-Up Kit

The PASER 4 cutting head comes with a standard start-up kit designed to get you up and running for the purpose of training and familiarization.

PASER CF900 Abrasive Delivery System

The PASER CF900 Abrasive Bulk Transfer System (ABT) is designed for the continual transport of abrasive materials. The system continuously monitors the corresponding filling level. A Programmable Logic Controller (PLC) processes electrical monitoring signals. A warning lamp and an audible warning indicator, located on the control cabinet, provide visual and audio feedback of the filling level.

- 900 lb capacity
- Position feedback provides closed-loop control of the Z-Axis
- Dual stage hopper allows continuous operation
- Audible and visual alarms for warning and shutdown

**2 FlowCUT PC-Based Controller with FlowXpert™ Infinity software**

Flow's PC-based controller with FlowCUT is the most advanced, state-of-the-art machine tool control system in the waterjet industry. This Simple Yet Powerful software suite is designed to be easy to use by operators of all skill levels. Using our unmatched experience as the inventors of abrasive waterjet, we have created the most extensive material library in the industry, featuring well over 100 lab-tested materials. FlowXpert, featuring SmartStream™ technology, understands precisely how the material and its thickness will affect stream behavior and takes all the guesswork out of making a perfect part the first time.

Once your geometry is chosen, FlowCUT applies Flow's exclusive SmartStream™ technology to optimize cutting speeds based on a variety of user-input parameters such as desired edge finish, material thickness, and material.

Hardware and PC

The PC hardware includes:

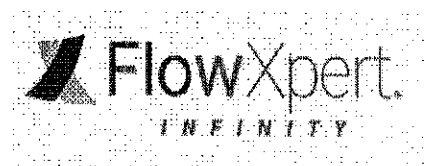
- Roll-around control with touch screen control console
- 381 mm [15 in.] color monitor, keyboard, mouse, and USB port

Features include:

- Exclusive SmartStream™ technology turns any novice operator into a professional
- Automatic and full control of the complete waterjet system directly from the control
- Simple and logical interface puts the operator in control
- Diagnostic screen allows easy system troubleshooting
- User-friendly, icon-based menu structure
- Easy, quick, surface quality specification
- Part preview displays and one click Dry Run option to test part programs
- Ability to pierce all holes first at low pressure, then cut at high pressure for use during special piercing operations of brittle materials
- Plate alignment function to compensate for plate rotation, angle or skew
- Array nesting with adjustable gap between parts
- Automatic part time estimation
- SmartStream™ cutting models assure high-quality finished parts
- Displays real-time tool location, including both machine home and floating user home
- Automatic cost per part generation based on user-defined parameters
- Warning and shutdown sensors are integrated directly into the control for easy troubleshooting
- Ability to set multiple user home positions
- Ability to generate customizable work order sheet
- Powerful, custom macro functions available for special applications
- Dynamically switch between languages while running program so multiple users can work in the language of their choice without having to shut the program down
- Restart a cut from any point on the path or nest
- 0 to 125% feedrate override

FlowXpert Infinity Software Package

Revolutionary, state-of-the-art waterjet software encompassing all 2D & 3D cutting – comprehensive, powerful, easy to use solution, capable of powering your entire shop.



Highlights include:

- Full CAD Package offers functionality to both 3D and 2D models
- Optimized waterjet software out of the gate, which dramatically reduces design time

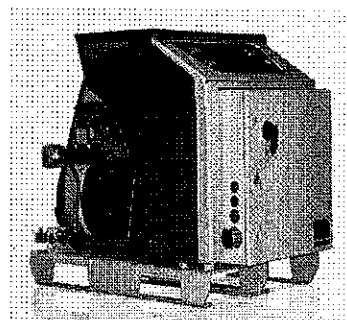
- The only software in the industry where the OEM provides a fully integrated non-third party software that allows the customer to go from design to production in full 3D
- Onboard expert intelligence optimizes your waterjet cut with intuitive solutions
- Increase productivity with features such as AutoPath, Lead-in/Lead-out generation, and Multi-part array's
- Power your whole shop, not just your waterjet with one solution

3 HyPlex® Prime Pump

The HyPlex Prime pump represents the next generation of highly efficient, direct drive ultrahigh-pressure waterjet pumps. This new pump provides maximum performance with minimal maintenance. HyPlex Prime pumps combine HyperJet® technology with direct drive efficiency.

The HyPlex Prime pump includes the following features:

- 4150 bar [60,000 psi] maximum generated pressure with 3800 bar [55,000 psi] operating pressure
- Utilizes the next generation of seals technology from Flow's HyperPressure™ pumps—the highest pressure in the industry
- Full sensor and diagnostics package communicates directly to the operator control station
- Infinite variable pressure control
- 30 hp TEFC motor (available in multiple voltages and frequencies)
- Solid-state soft starter motor control
- New high-pressure configuration allows individual heads to be serviced independently of one another
- Modular design allows for a wide variety of options
- Digital pressure readout displayed directly to the machine control
- Dual cartridge inlet water filtration to 0.5 micron with inlet and outlet pressure gauges
- Pac-V™ patented control valve reduces maintenance and enables cutting at any pressure
- Mounted on its own purpose-built skid for mobility, vibration isolation, and ease of service

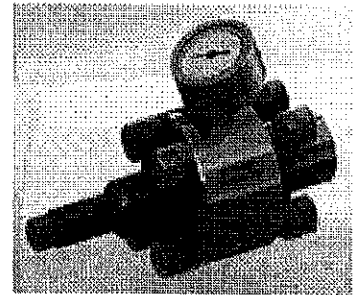


PAC-V™ Technology

The HyPlex Prime pump uses Flow's exclusive, patented PAC-V technology - a pressure control valve that ensures a quick response when changing operating pressure, or opening and closing the flow of water through the cutting head. PAC-V technology allows much easier and more reliable use than designs that use a bypass valve or dual orifice design to control water flow.

HyPlex Prime Pressure Loading Tool

As with any high-performance machine, the HyPlex Prime pump requires periodic maintenance and service. Flow created exclusive tools to ensure easy, consistent and reliable maintenance for all pump components. The HyPlex Prime pressure loading tool allows users to quickly, easily, and accurately perform maintenance on high-pressure components by using a single wrench to tension four (4) tie rods simultaneously.

**HyPlex Prime Tool Kit**

This customized tool kit facilitates maintenance and consists of items such as spanner wrenches and seal installation tools. In addition, you will receive medical alert cards for the system operators.

4 Start-Up Services, Installation, and Training

Flow International Corporation (Flow) provides onsite start-up services, installation, and training to ensure a quick and seamless transition to maximum productivity (two free seats of training to be used within one year of installation and the machine installation must start within four months of the ship date). Start-up services and installation are included if customer fulfills the installation responsibilities noted below. Additionally, Flow will provide pre-installation instructions and the assistance of a Project Manager to help you prepare your site for the installation so it can proceed without delays. If additional time is required due to site readiness delays, Flow will bill the customer at standard technical service rates.

Start-Up Services

A qualified Field Service Engineer (FSE) will perform start-up services at the customer site following the customer's placement of the system in accordance with Flow's instructions and pre-installation package. Flow's FSE will review the pre-installation work to ensure that the electrical, plumbing, pneumatic, and other services are in accordance with Flow's recommendations.

With the assistance of a customer-provided technician, the FSE will assemble, level, and align the XY machine. The FSE will custom-form all high-pressure tubing to connect the pump to the X-Y machine. The customer-provided technician will bracket or mount tubing as required.

The FSE, with the assistance of the customer's electrician and plumber, performs the initial start-up of the system. Before commissioning the system for full operation, the FSE will flush the system and perform any necessary corrective measures.

Customer Installation Responsibilities

Listed below is a general overview of customer installation responsibilities.

- **Environment:** Recommended maximum ambient operating temperature is 40°C [105°F]
- **Equipment clearances:** To maximize the cutting area of your waterjet system, the machine requires a floor-to-ceiling clearance height of 4.7 m [15 ft-5 in.] for 60K pumps or 4.4 m [14 ft-4 in.] for 94K pumps. Local codes and regulations will determine actual required minimum clearance distance.
- **Electrical:** Perform all power connections in accordance with all local codes and Flow's pre-install package. Provide a true, uninterruptable earth-ground. For building voltage other than 440V–480V, a transformer may be required. (208V, 230V, and 575V services are available at additional cost)
- **Foundation:** To maintain accuracy, provide an adequate foundation to support the equipment. Flow recommends the floor be level to 20 mm [¾ in.] over Mach 100 footprint and free of cracks or joints within the entire machine area.
- **Personnel & Scheduling:** Please provide a qualified technician to assist the Flow technician with the start-up and installation of the system. Schedule start-up services to coincide with the completion of your pre-installation responsibilities a minimum of three weeks prior to the desired arrival of the FSE. Please allow a minimum of one week between final delivery of the equipment and the arrival of the technician.
- **Plumbing:** Perform all air, water, and drain connections in accordance with all local codes and Flow's pre-install package
- **System arrival:** Provide onsite unloading and transport of equipment (requires 5000 kg [10,000 lb] capacity forklift with 2000 mm [84"] forks) from delivery truck to floor area where Mach 100 will be located. Uncrate and place equipment in its proper position per Flow's pre-install information. Please keep floor area where machine is located clear with unobstructed access to equipment.
- **Tools & Supplies:** Hammer drill for lagging system to floor and 2 m [7 ft] stepladder. Provide the proper oil and fill the pump reservoir with it. (HyPlex® pumps require Shell Morlina 100® oil or equivalent. Intensifier pumps require Shell Tellus® S2 M 46 hydraulic oil or equivalent.)

Training

Flow provides an instructor led three-day online system training class through Flow's training portal combined with one day of onsite familiarization training.

- **Three-day online system training:** Flow strongly recommends attending the online training prior to installation, as it will be required for operating the system. It includes operation/programming training on the X-Y machine and maintenance training for the high-pressure system for two people. Check schedule availability at least four (4) weeks prior to the desired training dates.
- **Onsite familiarization training:** Operators who previously attended Flow's online system training class will be reacquainted with their system and have the opportunity to apply their online training to operate it in a production capacity (approximately four hours). Maintenance technicians receive approximately four (4) hours of additional onsite maintenance familiarization, including an overview of the system. Please note that onsite familiarization training is not a substitute for Flow's three-day online system training class.

Notes:

The online operation/programming and onsite familiarization training require operators have a good working knowledge of personal computers and Windows® operating systems.

Inlet Water Test Kit

The test kit samples inlet water quality to determine if a water softener or other pre-treatment is required.

Professional Project Management

From purchase to installation, you will have a single point of contact to ensure an efficient system start-up. You will receive a thorough presentation of pre-install requirements and individualized project coordination, with personal attention and rapid response to special requirements.

5 One (1) Year Warranty

- This warranty term is one (1) year from the date of system shipment or 2000 hours, whichever comes first. It covers the following: equivalent parts and outbound ground freight, scheduled labor, and travel expenses. All other elements of the Limited Warranty apply.
- In order to qualify for this warranty period, at least one person within the customer's organization assigned to maintain the equipment must attend a free system maintenance training course prior to or within three (3) months of system installation. If training is not elected, a six (6) month warranty will apply.

ADDITIONAL ITEMS INCLUDED**6 Technology Package**

This premium package ensures that your system will always be equipped with the latest technology long after your initial investment. This package contains the following features:

Package

- FlowXpert Infinity: The premier software in the industry and includes both full 2D and 3D drawing and part-pathing capability
- Upgraded Industrial PC: This high-performance pc is IP66 rated and comes with 24GB of ram
- Waterjet Connect IQ: Machine alarms, alerts, and data accessible anytime and anywhere
- Two (2) years of software upgrades and access to Waterjet Connect IQ IoT platform

FlowXPert Infinity

FlowXpert Infinity is the premier software in the industry and includes both full 2D and 3D modeling and part-pathing capability. More than just a software for your waterjet, FlowXpert Infinity is capable of powering your entire shop. FlowXpert is continually updated throughout the year with advanced features and the ability to read the most recent CAD files in most common formats.



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FlowCUT Software

FlowCUT features a host of advanced features to maximize your productivity while minimizing your time. Using our unmatched experience as the inventors of abrasive waterjet, we have created the most extensive materials library in the industry, featuring well over 100 lab-tested materials. FlowCUT, featuring SmartStream™ technology, understands precisely how your material and its thickness will affect stream behavior and takes all the guesswork out of making a perfect part the first time.

Upgraded Industrial PC

This high-performance PC is IP66 rated, making it waterproof from a direct spray of water. Additionally, it is rated to safely operate at an ambient temperature of 50°C, far more than traditional PC's. The Intel chipset, high-powered graphics card, and abundant 24GB of RAM memory aren't just designed to run the FlowXpert Infinity and Waterjet Connect software of today, but tomorrow as well.

Waterjet Connect IQ

The technology package includes two-year access to Waterjet Connect IQ and is available via the Waterjet Connect portal. This can be accessed directly on the waterjet system controller in addition to any PC or mobile device. Waterjet Connect IQ features advanced IoT and system monitoring that can alert users to potential problems before they happen, helping to prevent downtime. Waterjet Connect IQ shows you exactly what you need to know to keep your machine running at optimal performance.

7 Laser Edge Finder

The laser edge finder allows a waterjet operator to precisely position their Flow waterjet cutting nozzle at an exact position on the work piece being cut. The laser edge finder is used to jog around the work piece to mark chosen locations. FlowMaster or FlowXpert is used to quickly record these locations up to ten user-definable home positions can be programmed for the machine. The edge finder uses the locations to pinpoint the true edge of the material.

OPTIONS



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TERMS AND CONDITIONS – APRIL 2018

The terms and conditions set forth herein, the express terms and conditions of the attached quotation, and the terms and conditions in the order acknowledgement or confirmation (if any) constitute the "Agreement" between Flow and the Buyer and supersede all prior correspondence, quotations, and other communications, either oral or written. These terms and conditions ("Terms") are intended to govern the sale of all waterjet cutting systems, surface preparation systems, pumps, as well as spare parts and consumables for such systems (the "Equipment"), and services where applicable.

1. LIMITED WARRANTY

a. Flow warrants the Equipment to be free from defects in workmanship and materials for the period specified on the quotation, except that spare parts shall be warranted for a 90 day period and electronic components for a 30 day period. This limited warranty does not cover normal wear and tear, consumable items including, but not limited to, seals, mixing tubes, filters, orifices, low and high-pressure plumbing and cylinders, or part failures caused by (i) accident or any act of God, (ii) abuse, or (iii) failure to maintain the Equipment in accordance with Flow technical specifications. Flow's liability is limited to repair or replacement of the Equipment and the determination regarding which of these is appropriate shall be at Flow's sole discretion. This warranty is conditioned upon (i) Flow being notified in writing by Buyer within one month after discovery of defects, (ii) At Flow's discretion, the return of defective Equipment to Flow (with RMA number assigned by Flow's customer service representative), with inbound transportation charge prepaid by Buyer, and (iii) Flow's examination of the Equipment and determination that such defects were not caused by negligence, misuse, improper maintenance, improper installation, accident or act of God, or unauthorized repair or alteration. Equipment or parts thereof furnished by Flow, but manufactured by others, shall carry the warranty that such product's manufacturer has conveyed to Flow, if any. The original warranty period of any Equipment that has been repaired or replaced by Flow shall not by virtue of such repair or replacement be extended. Warranty is void if non-Flow branded or certified or unauthorized parts are used.

b. Flow warrants that all products manufactured by Flow comprised in the Equipment and furnished to Buyer are delivered free of any rightful claim of any third party for infringement of any valid United States patent. If Buyer promptly notifies Flow, in writing, that it has received notice from a third party that the Equipment infringes a U.S. patent, and provides Flow with all authority, information and assistance that Flow deems reasonably necessary, Flow shall in its sole judgment defend or settle any suit or proceeding against Buyer, at Flow's expense, to the extent that it is based upon claim of infringement which is a breach of the foregoing warranty, and Flow shall pay all damages and costs awarded therein against Buyer due to such breach. In case the use of any such Equipment is held in such suit to constitute such an infringement and the use of such Equipment for its intended purpose is enjoined or restricted by way of a court-ordered injunction, Flow shall, at its expense and option, procure for Buyer the continued usage of said product or part, or replace same with a non-infringing product or part, or modify same so it becomes non-infringing, or remove the product or part and refund the purchase price (less reasonable depreciation for any period of use) provided that any transportation costs are separately paid by Buyer. The foregoing states the entire liability of Flow for patent infringement by using said products or any parts thereof.

c. The preceding paragraph shall not apply to (i) any Equipment that is modified, customized or manufactured to Buyer's design or specifications, or (ii) the use of any Equipment furnished to Buyer in combination with other products not furnished by Flow, unless the Equipment, per se, infringes the asserted patent. As to any such excluded product or part thereof, Flow assumes no liability whatsoever for patent infringement and Buyer shall hold Flow harmless against any infringement claims arising therefrom.

2. LIMITATION OF WARRANTIES

EXCEPT AS PROVIDED IN SECTION 1 ABOVE, FLOW MAKES NO OTHER WARRANTIES TO BUYER, EXPRESS OR IMPLIED, AND HEREBY EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

3. ACCEPTANCE, DELIVERY, TITLE AND RISK OF LOSS

Unless otherwise specified by Flow, delivery will be made and title will pass F.O.B. point of shipment to Buyer skidded for domestic truck shipment. Risk of loss or damage passes to Buyer on delivery.

Any export or other special packing or special transportation charges shall be charged to and paid by Buyer. Except as otherwise agreed to by Flow, Flow shall not be responsible for freight transportation, insurance, shipping, storage, handling demurrage, or similar charges (including duties, taxes, VAT, etc.). If such charges are by the terms of sale included in the price, any increase in rates becoming effective after the date hereof shall be for the account of and responsibility of Buyer.

4. TIME NOT OF THE ESSENCE UNLESS EXPRESSLY PROVIDED

Time is not of the essence with respect to any times or dates included in the Agreement unless the Agreement expressly indicates that those times or dates are of the essence. Any dates for payments from or by Buyer to Flow are of the essence.

5. EXCUSABLE DELAYS

Flow shall not be liable for delays in delivery or performance, or for failure to manufacture, deliver or perform, for reasons including, but not limited to, (i) a cause beyond its reasonable control, or (ii) an act of God, act of Buyer, act of civil or military authority, Governmental priority, strike or other labor disturbance, flood, epidemic, war, riot, delay in transportation, or (iii) inability on account of a cause beyond the reasonable control of Flow to obtain necessary materials, components, services or facilities. Flow will notify Buyer of any material delay excused by this section and will specify the revised delivery date, as soon as practicable. Any such delay shall not give rise to any termination right and the date of such delivery or performance shall be extended for a period equal to the time lost by reason of delay.

6. BUYER'S CREDIT

Flow may request advance payments or adequate security for deliveries required by the Agreement, including Equipment already delivered. Flow reserves the absolute right, among other remedies, to terminate this Agreement or to suspend further performance under this Agreement in the event Buyer fails to provide such payments or security within 20 days of Flow's request. Upon such termination or suspension, Flow shall be entitled, upon demand, to be indemnified for and against all costs and expenses already incurred or commitments made by Flow in or towards its performance under this Agreement.

7. DISCLOSURE OF INFORMATION

Any information, suggestions or ideas transmitted by Buyer to Flow in connection with performance under this Agreement are not to be regarded as secret or confidential except as may be otherwise provided by agreement in writing signed by a duly authorized representative of Flow.

8. TAXES

In addition to any price specified in the Agreement, Buyer shall bear, pay and be responsible for the gross amount of any present or future taxes, duties or levies, of a sales, use, excise, value added, goods and services or other similar nature, applicable to or assessable on the price, sale or delivery of any products or services furnished under the Agreement or to their use by Flow or Buyer or otherwise applicable to the transactions under the Agreement, or Buyer shall furnish Flow with evidence of exemption acceptable to the taxing authorities.

9. LIMITATIONS OF DAMAGES

FLOW SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF USE, LOSS OF PRODUCTION, DAMAGE TO OTHER EQUIPMENT, COST OF CAPITAL OR INTEREST. FLOW'S LIABILITY IS LIMITED TO REPAIR OR REPLACEMENT OF THE EQUIPMENT AND THE DETERMINATION REGARDING WHICH OF THESE IS APPROPRIATE SHALL BE AT FLOW'S SOLE DISCRETION. THE PARTIES AGREE THAT THE FOREGOING REMEDY IS REASONABLE AND DOES NOT CAUSE THE AGREEMENT TO FAIL IN ITS ESSENTIAL PURPOSE.

10. CANCELLATION

The Buyer does not have the right to cancel this Agreement or any portion of this Agreement unless the Buyer's request for cancellation is approved in writing by an authorized representative of Flow. If Flow so approves the cancellation of this Agreement or any portion of this Agreement, Buyer acknowledges that Flow will be damaged by the cancellation and that the damages sustained by Flow will be difficult to calculate. Therefore, Flow is entitled to recover from Buyer the immediate payment of liquidated damages calculated as follows: (a) in respect of Standard/Non-Customized Equipment and Spare Parts and Consumables: an amount equal to (i) all costs and expenses incurred by Flow in its performance of the Agreement up to the date of approved cancellation, (ii) plus an amount equal to all commitments for or towards the purchase of goods, materials and services made by Flow in connection with the processing, handling and fabrication of the Equipment, (iii) plus the payment to Flow of 10% of the total sale price, which Buyer acknowledges represents a reasonable amount for Flow's overhead and profit; or (b) in respect of Custom Equipment: at Flow's option (i) an amount equal to the revenue recognized by Flow for the Equipment on a percentage of completion basis or (ii) the amount determined pursuant to (a) above with respect to Standard/Non-Customized Equipment. Any progress payments already made prior to such cancellation shall be applied towards the total amount determined according to the foregoing sentence.

11. INSTALLATION & TRAINING

Unless otherwise agreed by Flow in writing, installation and training services are not included in the sale price except as specified; however, such services, including travel time and overtime premium charges, will be provided if requested at Flow's quoted service rate as may be applicable for working hours.

12. INTELLECTUAL PROPERTY

The Equipment and its documentation have been developed by Flow and represent a significant investment in industrial and intellectual property. No ownership of any patent, copyright, trade secret, technical data or other industrial or intellectual property is transferred to Buyer hereunder. No Equipment sale is to be construed as the grant by Flow to the Buyer of any license to copy, modify, revise or reconstruct anything falling within the scope of patents, copyrights, trade secrets, technical data, or other industrial property of Flow or third parties.

13. INDEMNIFICATION

Buyer shall indemnify and hold Flow harmless from and against any and all losses, claims, costs, expenses, damages and liabilities, including reasonable attorney's fees, which Flow may suffer or be required to pay, arising out of injury (or death) to persons, or damage to property, resulting from or pertaining to the negligent use or operation of the Equipment whether or not occasioned by the negligence of Buyer, employees, independent contractors or invitees.

14. ENFORCEMENT

a. **Validity, interpretation and performance.** The validity, interpretation and performance of the Agreement shall be governed by the laws of the State of Washington in effect at the time of contracting. Ambiguities will not be construed against the drafter. Flow may bring an action to enforce the Agreement in state and federal courts located in the jurisdiction of the Buyer, or any other jurisdiction the venue rules of which would allow maintenance of such an action.

b. **Default.** Buyer shall be in default of this Agreement in any of the following circumstances: (i) a failure to make any payment due within 10 days of the date on which that payment is due; (ii) a failure to perform or satisfy any covenant, condition or warranty of this agreement, other than payment, where such failure continues for 10 days after Buyer is given notice of such failure; (iii) Buyer's default under any note, security agreement, equipment lease or similar document evidencing indebtedness between Buyer and either Flow or a third party where such default permits the holder of such indebtedness to cause such indebtedness to become due before its stated maturity; (iv) any representation or warranty made by Buyer shall prove to be materially incorrect or the conditions of Buyer's business affairs shall change so as in the opinion of Flow to materially impair Flow's interest or increase materially Flow's credit risk; (v) Buyer shall generally not pay its debts as they come due, file or have filed against it a petition under any bankruptcy or insolvency law, make an assignment for the benefit of its creditors, consent to the appointment of a custodian, receiver, trustee or other officer with similar powers, be adjudicated insolvent or be liquidated; (vi) Buyer or any guarantor of Buyer is declared legally deceased (if Buyer is a sole proprietor or general partner) or if Buyer shall terminate its existence by merger, consolidation, sale of substantially all of its assets or otherwise; or (vii) Buyer shall agree with any third party to any lien or encumbrance that will in any way affect Flow's ability to obtain any of the remedies provided for in this Agreement.

c. **Remedies.** Upon default by Buyer, Flow may exercise any or all of the following remedies with respect to the Equipment: (i) replevin, repossession or seizure, by judicial process or otherwise; (ii) acceleration of remaining payments so that they are immediately due; (iii) damages for any unpaid portions of the sales price, loss or for consequential or incidental damages and (iv) attorneys' fees and costs of litigation. This list of remedies is not exclusive or exhaustive. Each of these remedies shall be cumulative and in addition to any other remedies available under this Agreement, at law or in equity. In the event any amount due under this Agreement is not timely paid, Flow shall be entitled, in addition to any other remedy, to (i) a finance charge of 1½% per month (18% per year) for such overdue amounts and (ii) all reasonable collection costs, including legal fees. This finance charge shall also apply to any suspension, termination or cancellation as provided in these terms and conditions.

15. GENERAL TERMS

a. **Flow's Terms Control.** ANY ACCEPTANCE OF THE BUYER, INCLUDING ANY PURCHASE ORDERS, MUST BE MADE ON THESE EXACT TERMS UNLESS FLOW EXPRESSLY AGREES TO ANY ADDITIONAL OR DIFFERENT TERMS. TO THE EXTENT THESE TERMS ARE CONSTRUED AS AN ACCEPTANCE OF AN OFFER MADE BY BUYER, THE ACCEPTANCE IS EXPRESSLY MADE CONDITIONAL ON BUYER'S ASSENT TO ANY TERMS AND CONDITIONS IN THIS TERMS. FOR PURPOSES OF CLARIFICATION, ANY TERMS INCLUDED IN ANY BUYER-DRAFTED DOCUMENT (E.G. BUYERREVISED QUOTATION, PURCHASE ORDER) DO NOT FORM PART OF THE AGREEMENT BETWEEN FLOW AND THE BUYER UNLESS FLOW EXPRESSLY AGREES TO ANY SUCH ADDITIONAL OR DIFFERENT TERMS.

b. **Entire Agreement.** The Agreement constitutes the entire agreement of the parties, and they supersede all prior written or oral representations made by the parties with respect to the subjects addressed in this Agreement.

c. **Amendments.** No purported modification or variance of the Agreement will be effective or enforceable unless made in writing and signed by an authorized representative of the party against whom enforcement of such a purported modification or variance is sought. For there to be a valid agreement by Flow, there must be a document manifesting that agreement and signed by an authorized representative of Flow. Flow will not be deemed to have entered into a contract as a result of its conduct, and Flow shall not be bound by any purported oral agreements, whether by operation of law or otherwise.

d. **Industry Custom, Usage of Trade or Course of Performance.** The parties do not intend that the express terms of the Agreement will be modified, varied or supplemented by industry custom, usage of trade or course of performance unless the other documents (where applicable) comprised in the Agreement expressly incorporate such industry custom, usage of trade or course of performance.

e. **Conflict Among Flow's Terms.** In the event of a conflict or any ambiguities between these terms and conditions and any terms and conditions contained in a quotation, order acknowledgement, or other Flow-issued documents (for conflict between Flow's terms and Buyer's terms, see Section 15(a) above), the following order of priority shall apply: (i) terms on the order acknowledgment (if any), (ii) terms on the quotation, (iii) these terms and conditions.

f. **Waiver.** The failure of Flow to object to any provision in conflict with the Agreement shall not be construed as a waiver of any of this Agreement, and the failure of Flow to enforce any of the provisions of this Agreement shall not be construed in any sense as a waiver.

g. **Third Party Beneficiaries.** The parties do not intend that the Agreement shall create a right of enforcement by any third party and the parties expressly intend that there be no third parties with standing to enforce any provision of the parties' Agreement. In the event Buyer obtains funding from a third party or Flow enters into any agreement with such financier, Buyer agrees that Buyer shall have no rights as a third-party beneficiary in any contract between Flow and that third party. h. **Liens.** The Buyer shall not allow the Equipment to become subject to any lien or encumbrance, including but not limited to a mechanic's lien, without the express, written permission of Flow. If the Buyer violates this provision, it shall be responsible immediately to take all steps necessary to remove or satisfy any such lien and to pay all reasonable legal fees and costs incurred by Flow as a result of the imposition of such a lien.

i. **Severability.** Any determination that a provision of this Agreement is unenforceable will not affect the enforceability of the remaining provisions of this Agreement.

STANDARD PAYMENT PROCESSING

STANDARD CASH TERMS:	▪ Deposit of 30% of total contract amount is required with submission of purchase order or signed quotation. Please advise if invoice is necessary. ▪ The order will not be placed in the Flow International Corporation (FLOW) build schedule UNTIL receipt of this deposit ▪ Payment of the 60% progress payments must be received 7 days from shipment or prior to installation scheduling, whichever comes first
WELLS FARGO:	▪ A signed quotation or purchase order will be required to initiate order. However, order will be booked into build schedule upon receipt of written approval by Wells Fargo. ▪ System will only be shipped upon receipt of unconditional purchase order from Wells Fargo ▪ Generally, this occurs upon signing of Wells Fargo documents as verification of insurance coverage on system
BANK FUNDING:	▪ A letter will be required from an acceptable bank evidencing that funding is adequate to fully cover machine purchase amount ▪ Receipt of Certificate of Insurance by lender, if required ▪ Verification that loan documents have been executed and returned to bank
THIRD PARTY LEASE:	▪ Verification of credit approval from leasing company and execution of all loan documents ▪ Issuance of purchase order to Flow by leasing company. Order can be entered into build plan at this stage ▪ Verification to Flow Credit group by leasing company that insurance coverage for machine is in place PRIOR to shipment



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CREDIT APPLICATION

Please fax completed form to 253.813.3283. By completing this application you will help us to expedite the preliminary approval process required to become a credit customer. The completed application form is reviewed by our credit department and is held in strict confidence in accordance with our corporate confidentiality regulations.

General Information

Company name:		Federal ID number:	
Billing Address:			
City:		State:	Zip code:
Tel:	Fax:	URL:	
Shipping Address (if different than billing address):			
City:		State:	Zip code:
Tel:	Fax:	URL:	
Type of business:		Years in business:	
Legal formation of company:		☐ Corporation ☐ Partnership ☐ Proprietorship	
Section A: Please fill out the fields listed below if you will be purchasing parts or service for your existing Flow equipment. This section not applicable for new equipment purchases.			
Equipment/Model:		Serial number:	
Purchased from:			
Additional Information (If applicable):			
Section B: For your convenience, Flow accepts credit cards. Please fill out the fields listed below if you will be using a credit card to purchase parts, service, or equipment.			
Type of card:		☐ Visa® ☐ MasterCard® ☐ American Express®	
Please provide cardholder and account number information at time of order placement.			



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Credit References

Please provide three (3) credit references that Flow may contact.

Company name:	Contact name:
Address:	
City:	State: Zip code:
Tel:	Fax: E-mail:
Company name:	Contact name:
Address:	
City:	State: Zip code:
Tel:	Fax: E-mail:
Company name:	Contact name:
Address:	
City:	State: Zip code:
Tel:	Fax: E-mail:

Bank Reference

Please provide one (1) bank reference that Flow may contact.

Bank name:	Account number:
Address:	
City:	State: Zip code:
Tel:	Fax: E-mail:

Authorization

By submitting this application, you authorize Flow International Corporation to make inquiries into the credit and banking references you have supplied.

Authorized contact:
Title: Date:

Approval (internal use only)

Credit approval:
Credit level approved: Date:

Fwd: Flow Waterjet

Lee Salyers, Jr. <lsalyers@tcpsva.org>
To: Cynthia Hurley <clhurley@tcpsva.org>

Fri, Jun 28, 2024 at 9:39 AM

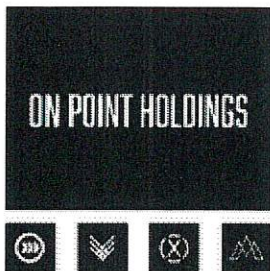
#3 quote is from On Point Holdings.

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

From: **Jordan Peterson** <jordan@onptholdings.com>
Date: Fri, Jun 28, 2024 at 9:32 AM
Subject: RE: Flow Waterjet
To: Lee Salyers, Jr. <lsalyers@tcpsva.org>

Morning Lee,

See attached quote for the Flow Mach 100. Any questions, just let me know. Happy to jump on a call to discuss this machine.



Jordan Peterson
Managing Partner
920-207-9209
Nashville TN
www.onptholdings.com

From: Lee Salyers, Jr. <lsalyers@tcpsva.org>
Sent: Thursday, June 27, 2024 1:02 PM
To: Jordan Peterson <jordan@onptholdings.com>
Subject: Re: Flow Waterjet

We want to cut as many different products as possible. Whatever the Mach 100 is capable of cutting. Thank you for quick response!

On Thu, Jun 27, 2024 at 1:35 PM Jordan Peterson <jordan@onptholdings.com> wrote:



IRONSCALES couldn't recognize this email as this is the first time you received an email from this sender jordan@onptholdings.com

Hey Lee,

Thanks for reaching out regarding Flow Waterjets. I'll get you a quote shortly.

What materials are you planning on cutting?



Jordan Peterson
Managing Partner
920-207-9209
Nashville TN
www.onptholdings.com



 **Q-13706 Mach 100_Tazewell County Career & Technical Center OPS.pdf**
2986K



QUOTATION NUMBER
Q-13706-2

QUOTATION DATE
June 26, 2024

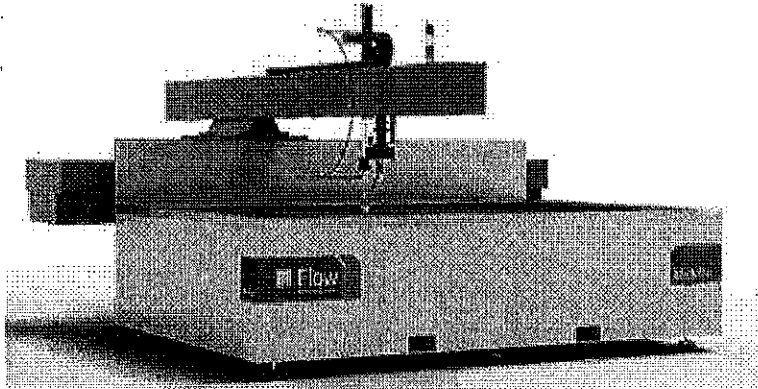
QUOTATION PREPARED FOR
Tazewell County Career & Technical Center
260 Advantage Dr
Tazewell, Virginia 24651
Attention: Lee Salyers

(276) 988-2529

DESCRIPTION
Mach 100

REGIONAL BUSINESS MANAGER
Jordan Peterson
920-207-9209

QUOTATION SUMMARY



Picture above depicts a Mach 100 3020 system

System		Work Envelope	Price USD
Mach 100		3020 - 3.05 m x 2 m [10'-0" x 6'-6"]	\$ 159,345
Includes		Description	
1	Precision Z-Axis with conventional waterjet PASER® 4 cutting system	Motorized Z-Axis ■ New industry benchmark in cutting heads ■ 408 kg [900 lb] abrasive delivery system	
2	FlowXpert Infinity™	■ Roll-around control ■ FlowXpert Infinity™ software package	
3	HyPlex® Prime pump	■ 30 hp, 4150 bar [60,000 psi] ■ Efficient operation in a compact design ■ Infinite variable pressure control ■ Modular design allows for a wide variety of options	
4	Start-up services, installation, and training	Provided by Flow-certified technicians, included at no charge if installation is started within four (4) months of ship date (two seats of training also included to be used within one year of installation)	
5	Warranty	One (1) year warranty	



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Additional Items Included		Description
6	Technology Package Includes Waterjet Connect iQ, Waterjet Connect, FlowXPERT Infinity and FlowCUT software	▪ Two seats of upgraded FlowXpert Infinity CAD software ▪ Waterjet Connect iQ platform with machine data, alarms, and alerts ▪ Two seats of FlowCUT Software
7	Laser Edge Finder	Allows operator to precisely position waterjet at an exact position on the work piece being cut

Options	Description	Price USD



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GENERAL COMMERCIAL TERMS

PRICES:	All prices quoted in United States Dollars
DELIVERY POINT – F.O.B., ORIGIN:	Freight charges: [] Flow Paid [] Customer Arranged [X] Prepaid and Bill (additional administrative fee included) ▪ XY from Vernon, CA (unless otherwise specified) ▪ Pump and ancillary equipment from Baxter Springs, KS ▪ Garnet locations to be determined (if applicable)
ESTIMATED SHIPMENT:	8 – 14 weeks after receipt of order and approval of credit <i>Subject to prior sale</i>
TITLE PASSAGE:	Origin
PAYMENT TERMS:	▪ 30% with Purchase Order ▪ 60% net 7 days after shipment or 14 days prior to installation start, whichever comes first ▪ 10% net 30 days after shipment This transaction and all of its terms and conditions are subject to final credit approval.
LEASE OPTIONS:	A variety of equipment lease plans are available upon credit approval. Please contact your Regional Sales Manager for details.

NOTES:

- The prices quoted herein EXCLUDE the following:
 - Local, state, and federal taxes, permits, and fees
 - Freight from Flow plants and suppliers to customer's location, unless otherwise specified
 - Customs clearance, including duties and fees
- Unless otherwise specifically stated in this quotation, the balance of the purchase price, together with any other related amounts, shall become immediately due and payable at the time the equipment included in this quotation, or any portion of it, is placed in service or used in any way other than in connection with its installation or testing.

Unless otherwise stated, pricing is valid for 30 days and may be modified or withdrawn by Seller prior to any acceptance. Prices F.O.B. KENT, WASHINGTON USA unless otherwise noted.

OFFERED by Flow International Corporation (Seller):	ACCEPTED by Buyer:
By:	Company:
Title: Regional Manager	By:
Date:	Date:

NOTICE: Sale of any product or services covered by this quotation is conditioned upon the terms contained herein (including those on the attached Conditions of Sale form). Any additional or different terms proposed by Buyer are objected to and will not be binding upon Seller unless specifically assented to in writing by the Seller.

TECHNICAL SPECIFICATIONS

1 Mach 100 Waterjet System

The Mach 100 series combines Flow's premium technology with an affordable price, winning in VALUE as it continues to outperform standard waterjet offerings in the industry. Based on tried and proven machine tool design and technology, the Mach 100 is built for durability and reliability. Offering unmatched versatility with a wide array of features, the Mach 100 is The Essential Waterjet.

Highlights include:

- Compact integrated design preserves valuable floor space while giving you three-sided access to work envelope
- Precision ball screw drive system provides superior accuracy and repeatability
- Solid steel casting construction ensures the waterjet system will withstand your heaviest production
- Auto-lube system automatically lubricates the precision motion components to ensure continuous peak performance
- Convenient roll-around touch screen console allows you to move freely while providing an easy interface
- Fully-programmable servo-driven Z-Axis
- Environmental protection package designed for harsh waterjet applications
- Dynamically ball bar tested at customer facility to ensure accuracy standards are validated

Programmable Z-Axis

The Mach 100 system includes a fully programmable servo-driven Z-Axis, letting the user create and execute 3-Axis programs from the easy-to-use FlowMaster software. This feature is beneficial in many ways, allowing the machine to:

- Follow a programmed 3D contour
- Automatically compensate speed for varying thickness
- Lift the Z-Axis up between traverse movements to clear any potentially remaining slugs
- Move around a fixed object
- Trim or cut a formed part without having to manually manipulate the Z-Axis

Precision Drive System

The Mach 100 drive system ensures maximum speed and power efficiency while maintaining constant backlash control.

The linear axis assembly is driven by digital AC servo motors, which drive the axis via a pre-loaded ball screw assembly.

Servo amplifiers receive feedback from the rotary encoder, accomplishing a closed loop system.

The X and Y-Axis utilize linear bearings and hardened precision ground ways.

Machine Specifications

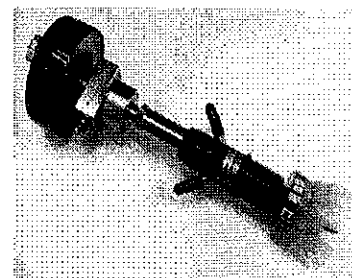
Travel	
XY-Axis travel	3.05 m x 2 m [10'-0" x 6'-6"]
Z-Axis travel (standard)	178 mm [7 in.]
Speed Ranges	
Rapid traverse maximum	10 m/min [400 in./min]
Contouring speed maximum	5 m/min [200 in./min]
Accuracy	
Linear accuracy	± .127 mm/m [.005 in./3 ft]
Repeatability	± .0635 mm [.0025 in.]
Ballbar Circularity	± .095 mm [± .0038 in.]
Temperature tolerance band	20° ±3°C [68° ± 5°F]

PASER® 4 Cutting System

Building upon the success of the highest performing, most popular cutting heads in the waterjet industry, Flow engineers developed exclusive technology resulting in superior performance only available with Flow waterjet systems. Flow's newly designed PASER 4 cutting head establishes a new industry benchmark by featuring the greatest cutting speed coupled with the lowest operating cost.

PASER 4 Cutting Head

The cutting head accelerates the abrasive into the high-velocity waterjet to generate a high-energy abrasivejet cutting stream capable of cutting virtually any material.



The PASER 4 cutting head features:

- Orifice design increases component life 3–6 times over earlier generations and competing cutting heads
- On/Off valve allows for longer lasting components and higher reliability, decreasing maintenance required and increasing up time
- Increased productivity—longer-lasting parts means more runtime between maintenance intervals, lower inventory carrying costs and lower operating costs
- Orifice and mixing tube alignment is optimized by using tapered surfaces and an exclusive precision collet that automatically aligns all critical components
- PASER 4 features a 101 mm [4 in.] long mixing tube, which allows for a significant increase in life and reduction of taper over other cutting systems

PASER 4 Meeting Valve

Flow's PASER 4 metering valve eliminates abrasive clogging and surging for more consistent performance. The design ensures that the abrasive remains dry in particularly wet cutting environments. The new PASER 4 metering system delivers the precise amount of abrasive required by the PASER 4 cutting head in order to ensure maximum cut speed and efficiency.

PASER 4 Plumbing Package

The evolution of high-pressure plumbing led to a simple yet effective design for the high-pressure whip package. No swivels are needed, eliminating maintenance and line loss. The inherent flexibility of the long steel tubing provides all the necessary degrees of freedom that a moving cutting head requires. Plumbing package includes high pressure gauge, high-pressure whip, and plumbing support column.

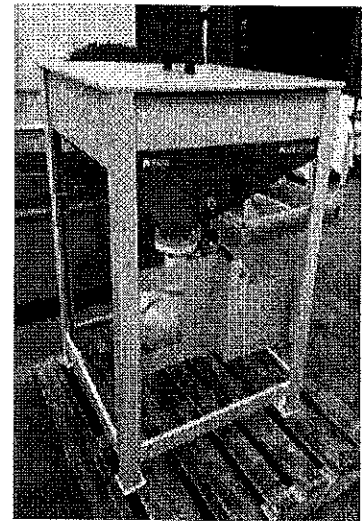
PASER 4 Start-Up Kit

The PASER 4 cutting head comes with a standard start-up kit designed to get you up and running for the purpose of training and familiarization.

PASER CF900 Abrasive Delivery System

The PASER CF900 Abrasive Bulk Transfer System (ABT) is designed for the continual transport of abrasive materials. The system continuously monitors the corresponding filling level. A Programmable Logic Controller (PLC) processes electrical monitoring signals. A warning lamp and an audible warning indicator, located on the control cabinet, provide visual and audio feedback of the filling level.

- 900 lb capacity
- Position feedback provides closed-loop control of the Z-Axis
- Dual stage hopper allows continuous operation
- Audible and visual alarms for warning and shutdown



2 FlowCUT PC-Based Controller with FlowXpert™ Infinity software

Flow's PC-based controller with FlowCUT is the most advanced, state-of-the-art machine tool control system in the waterjet industry. This Simple Yet Powerful software suite is designed to be easy to use by operators of all skill levels. Using our unmatched experience as the inventors of abrasive waterjet, we have created the most extensive material library in the industry, featuring well over 100 lab-tested materials. FlowXpert, featuring SmartStream™ technology, understands precisely how the material and its thickness will affect stream behavior and takes all the guesswork out of making a perfect part the first time.

Once your geometry is chosen, FlowCUT applies Flow's exclusive SmartStream™ technology to optimize cutting speeds based on a variety of user- input parameters such as desired edge finish, material thickness, and material.

Hardware and PC

The PC hardware includes:

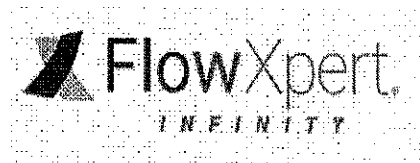
- Roll-around control with touch screen control console
- 381 mm [15 in.] color monitor, keyboard, mouse, and USB port

Features include:

- Exclusive SmartStream™ technology turns any novice operator into a professional
- Automatic and full control of the complete waterjet system directly from the control
- Simple and logical interface puts the operator in control
- Diagnostic screen allows easy system troubleshooting
- User-friendly, icon-based menu structure
- Easy, quick, surface quality specification
- Part preview displays and one click Dry Run option to test part programs
- Ability to pierce all holes first at low pressure, then cut at high pressure for use during special piercing operations of brittle materials
- Plate alignment function to compensate for plate rotation, angle or skew
- Array nesting with adjustable gap between parts
- Automatic part time estimation
- SmartStream™ cutting models assure high-quality finished parts
- Displays real-time tool location, including both machine home and floating user home
- Automatic cost per part generation based on user-defined parameters
- Warning and shutdown sensors are integrated directly into the control for easy troubleshooting
- Ability to set multiple user home positions
- Ability to generate customizable work order sheet
- Powerful, custom macro functions available for special applications
- Dynamically switch between languages while running program so multiple users can work in the language of their choice without having to shut the program down
- Restart a cut from any point on the path or nest
- 0 to 125% feedrate override

FlowXpert Infinity Software Package

Revolutionary, state-of-the-art waterjet software encompassing all 2D & 3D cutting – comprehensive, powerful, easy to use solution, capable of powering your entire shop.



Highlights include:

- Full CAD Package offers functionality to both 3D and 2D models
- Optimized waterjet software out of the gate, which dramatically reduces design time

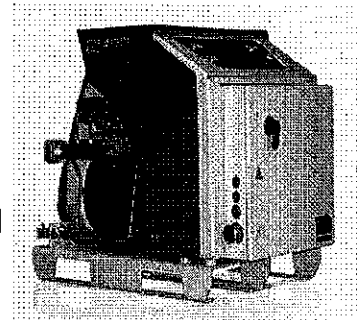
- The only software in the industry where the OEM provides a fully integrated non-third party software that allows the customer to go from design to production in full 3D
- Onboard expert intelligence optimizes your waterjet cut with intuitive solutions
- Increase productivity with features such as AutoPath, Lead-in/Lead-out generation, and Multi-part array's
- Power your whole shop, not just your waterjet with one solution

3 HyPlex® Prime Pump

The HyPlex Prime pump represents the next generation of highly efficient, direct drive ultrahigh-pressure waterjet pumps. This new pump provides maximum performance with minimal maintenance. HyPlex Prime pumps combine HyperJet® technology with direct drive efficiency.

The HyPlex Prime pump includes the following features:

- 4150 bar [60,000 psi] maximum generated pressure with 3800 bar [55,000 psi] operating pressure
- Utilizes the next generation of seals technology from Flow's HyperPressure™ pumps—the highest pressure in the industry
- Full sensor and diagnostics package communicates directly to the operator control station
- Infinite variable pressure control
- 30 hp TEFC motor (available in multiple voltages and frequencies)
- Solid-state soft starter motor control
- New high-pressure configuration allows individual heads to be serviced independently of one another
- Modular design allows for a wide variety of options
- Digital pressure readout displayed directly to the machine control
- Dual cartridge inlet water filtration to 0.5 micron with inlet and outlet pressure gauges
- Pac-V™ patented control valve reduces maintenance and enables cutting at any pressure
- Mounted on its own purpose-built skid for mobility, vibration isolation, and ease of service

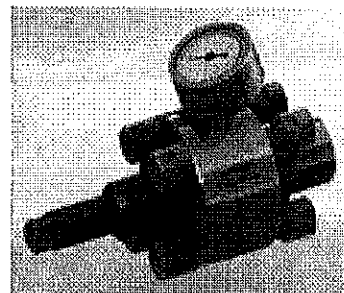


PAC-V™ Technology

The HyPlex Prime pump uses Flow's exclusive, patented PAC-V technology - a pressure control valve that ensures a quick response when changing operating pressure, or opening and closing the flow of water through the cutting head. PAC-V technology allows much easier and more reliable use than designs that use a bypass valve or dual orifice design to control water flow.

HyPlex Prime Pressure Loading Tool

As with any high-performance machine, the HyPlex Prime pump requires periodic maintenance and service. Flow created exclusive tools to ensure easy, consistent and reliable maintenance for all pump components. The HyPlex Prime pressure loading tool allows users to quickly, easily, and accurately perform maintenance on high-pressure components by using a single wrench to tension four (4) tie rods simultaneously.

**HyPlex Prime Tool Kit**

This customized tool kit facilitates maintenance and consists of items such as spanner wrenches and seal installation tools. In addition, you will receive medical alert cards for the system operators.

4 Start-Up Services, Installation, and Training

Flow International Corporation (Flow) provides onsite start-up services, installation, and training to ensure a quick and seamless transition to maximum productivity (two free seats of training to be used within one year of installation and the machine installation must start within four months of the ship date). Start-up services and installation are included if customer fulfills the installation responsibilities noted below. Additionally, Flow will provide pre-installation instructions and the assistance of a Project Manager to help you prepare your site for the installation so it can proceed without delays. If additional time is required due to site readiness delays, Flow will bill the customer at standard technical service rates.

Start-Up Services

A qualified Field Service Engineer (FSE) will perform start-up services at the customer site following the customer's placement of the system in accordance with Flow's instructions and pre-installation package. Flow's FSE will review the pre-installation work to ensure that the electrical, plumbing, pneumatic, and other services are in accordance with Flow's recommendations.

With the assistance of a customer-provided technician, the FSE will assemble, level, and align the XY machine. The FSE will custom-form all high-pressure tubing to connect the pump to the X-Y machine. The customer-provided technician will bracket or mount tubing as required.

The FSE, with the assistance of the customer's electrician and plumber, performs the initial start-up of the system. Before commissioning the system for full operation, the FSE will flush the system and perform any necessary corrective measures.

Customer Installation Responsibilities

Listed below is a general overview of customer installation responsibilities.

- **Environment:** Recommended maximum ambient operating temperature is 40°C [105°F]
- **Equipment clearances:** To maximize the cutting area of your waterjet system, the machine requires a floor-to-ceiling clearance height of 4.7 m [15 ft-5 in.] for 60K pumps or 4.4 m [14 ft-4 in.] for 94K pumps. Local codes and regulations will determine actual required minimum clearance distance.
- **Electrical:** Perform all power connections in accordance with all local codes and Flow's pre-install package. Provide a true, uninterruptable earth-ground. For building voltage other than 440V–480V, a transformer may be required. (208V, 230V, and 575V services are available at additional cost)
- **Foundation:** To maintain accuracy, provide an adequate foundation to support the equipment. Flow recommends the floor be level to 20 mm [$\frac{3}{4}$ in.] over Mach 100 footprint and free of cracks or joints within the entire machine area.
- **Personnel & Scheduling:** Please provide a qualified technician to assist the Flow technician with the start-up and installation of the system. Schedule start-up services to coincide with the completion of your pre-installation responsibilities a minimum of three weeks prior to the desired arrival of the FSE. Please allow a minimum of one week between final delivery of the equipment and the arrival of the technician.
- **Plumbing:** Perform all air, water, and drain connections in accordance with all local codes and Flow's pre-install package
- **System arrival:** Provide onsite unloading and transport of equipment (requires 5000 kg [10,000 lb] capacity forklift with 2000 mm [84"] forks) from delivery truck to floor area where Mach 100 will be located. Uncrate and place equipment in its proper position per Flow's pre-install information. Please keep floor area where machine is located clear with unobstructed access to equipment.
- **Tools & Supplies:** Hammer drill for lagging system to floor and 2 m [7 ft] stepladder. Provide the proper oil and fill the pump reservoir with it. (HyPlex® pumps require Shell Morlina 100® oil or equivalent. Intensifier pumps require Shell Tellus® S2 M 46 hydraulic oil or equivalent.)

Training

Flow provides an instructor led three-day online system training class through Flow's training portal combined with one day of onsite familiarization training.

- **Three-day online system training:** Flow strongly recommends attending the online training prior to installation, as it will be required for operating the system. It includes operation/programming training on the X-Y machine and maintenance training for the high-pressure system for two people. Check schedule availability at least four (4) weeks prior to the desired training dates.
- **Onsite familiarization training:** Operators who previously attended Flow's online system training class will be reacquainted with their system and have the opportunity to apply their online training to operate it in a production capacity (approximately four hours). Maintenance technicians receive approximately four (4) hours of additional onsite maintenance familiarization, including an overview of the system. Please note that onsite familiarization training is not a substitute for Flow's three-day online system training class.

Notes:

The online operation/programming and onsite familiarization training require operators have a good working knowledge of personal computers and Windows® operating systems.

Inlet Water Test Kit

The test kit samples inlet water quality to determine if a water softener or other pre-treatment is required.

Professional Project Management

From purchase to installation, you will have a single point of contact to ensure an efficient system start-up. You will receive a thorough presentation of pre-install requirements and individualized project coordination, with personal attention and rapid response to special requirements.

5 One (1) Year Warranty

- This warranty term is one (1) year from the date of system shipment or 2000 hours, whichever comes first. It covers the following: equivalent parts and outbound ground freight, scheduled labor, and travel expenses. All other elements of the Limited Warranty apply.
- In order to qualify for this warranty period, at least one person within the customer's organization assigned to maintain the equipment must attend a free system maintenance training course prior to or within three (3) months of system installation. If training is not elected, a six (6) month warranty will apply.

ADDITIONAL ITEMS INCLUDED**6 Technology Package**

This premium package ensures that your system will always be equipped with the latest technology long after your initial investment. This package contains the following features:

Package

- FlowXpert Infinity: The premier software in the industry and includes both full 2D and 3D drawing and part-pathing capability
- Upgraded Industrial PC: This high-performance pc is IP66 rated and comes with 24GB of ram
- Waterjet Connect IQ: Machine alarms, alerts, and data accessible anytime and anywhere
- Two (2) years of software upgrades and access to Waterjet Connect IQ IoT platform

FlowXPert Infinity

FlowXpert Infinity is the premier software in the industry and includes both full 2D and 3D modeling and part-pathing capability. More than just a software for your waterjet, FlowXpert Infinity is capable of powering your entire shop. FlowXpert is continually updated throughout the year with advanced features and the ability to read the most recent CAD files in most common formats.

FlowCUT Software

FlowCUT features a host of advanced features to maximize your productivity while minimizing your time. Using our unmatched experience as the inventors of abrasive waterjet, we have created the most extensive materials library in the industry, featuring well over 100 lab-tested materials. FlowCUT, featuring SmartStream™ technology, understands precisely how your material and its thickness will affect stream behavior and takes all the guesswork out of making a perfect part the first time.

Upgraded Industrial PC

This high-performance PC is IP66 rated, making it waterproof from a direct spray of water. Additionally, it is rated to safely operate at an ambient temperature of 50°C, far more than traditional PC's. The Intel chipset, high-powered graphics card, and abundant 24GB of RAM memory aren't just designed to run the FlowXpert Infinity and Waterjet Connect software of today, but tomorrow as well.

Waterjet Connect IQ

The technology package includes two-year access to Waterjet Connect IQ and is available via the Waterjet Connect portal. This can be accessed directly on the waterjet system controller in addition to any PC or mobile device. Waterjet Connect IQ features advanced IoT and system monitoring that can alert users to potential problems before they happen, helping to prevent downtime. Waterjet Connect IQ shows you exactly what you need to know to keep your machine running at optimal performance.

7 Laser Edge Finder

The laser edge finder allows a waterjet operator to precisely position their Flow waterjet cutting nozzle at an exact position on the work piece being cut. The laser edge finder is used to jog around the work piece to mark chosen locations. FlowMaster or FlowXpert is used to quickly record these locations up to ten user-definable home positions can be programmed for the machine. The edge finder uses the locations to pinpoint the true edge of the material.

OPTIONS



SHAPE TECHNOLOGIES GROUP®

Tazewell County Career & Technical Center

Q-13706-2

June 26, 2024

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TERMS AND CONDITIONS – APRIL 2018

The terms and conditions set forth herein, the express terms and conditions of the attached quotation, and the terms and conditions in the order acknowledgement or confirmation (if any) constitute the "Agreement" between Flow and the Buyer and supersede all prior correspondence, quotations, and other communications, either oral or written. These terms and conditions ("Terms") are intended to govern the sale of all waterjet cutting systems, surface preparation systems, pumps, as well as spare parts and consumables for such systems (the "Equipment"), and services where applicable.

1. LIMITED WARRANTY

a. Flow warrants the Equipment to be free from defects in workmanship and materials for the period specified on the quotation, except that spare parts shall be warranted for a 90 day period and electronic components for a 30 day period. This limited warranty does not cover normal wear and tear, consumable items including, but not limited to, seals, mixing tubes, filters, orifices, low and high-pressure plumbing and cylinders, or part failures caused by (i) accident or any act of God, (ii) abuse, or (iii) failure to maintain the Equipment in accordance with Flow technical specifications. Flow's liability is limited to repair or replacement of the Equipment and the determination regarding which of these is appropriate shall be at Flow's sole discretion. This warranty is conditioned upon (i) Flow being notified in writing by Buyer within one month after discovery of defects, (ii) At Flow's discretion, the return of defective Equipment to Flow (with RMA number assigned by Flow's customer service representative), with inbound transportation charge prepaid by Buyer, and (iii) Flow's examination of the Equipment and determination that such defects were not caused by negligence, misuse, improper maintenance, improper installation, accident or act of God, or unauthorized repair or alteration. Equipment or parts thereof furnished by Flow, but manufactured by others, shall carry the warranty that such product's manufacturer has conveyed to Flow, if any. The original warranty period of any Equipment that has been repaired or replaced by Flow shall not by virtue of such repair or replacement be extended. Warranty is void if non-Flow branded or certified or unauthorized parts are used.

b. Flow warrants that all products manufactured by Flow comprised in the Equipment and furnished to Buyer are delivered free of any rightful claim of any third party for infringement of any valid United States patent. If Buyer promptly notifies Flow, in writing, that it has received notice from a third party that the Equipment infringes a U.S. patent, and provides Flow with all authority, information and assistance that Flow deems reasonably necessary, Flow shall in its sole judgment defend or settle any suit or proceeding against Buyer, at Flow's expense, to the extent that it is based upon claim of infringement which is a breach of the foregoing warranty, and Flow shall pay all damages and costs awarded therein against Buyer due to such breach. In case the use of any such Equipment is held in such suit to constitute such an infringement and the use of such Equipment for its intended purpose is enjoined or restricted by way of a court-ordered injunction, Flow shall, at its expense and option, procure for Buyer the continued usage of said product or part, or replace same with a non-infringing product or part, or modify same so it becomes non-infringing, or remove the product or part and refund the purchase price (less reasonable depreciation for any period of use) provided that any transportation costs are separately paid by Buyer. The foregoing states the entire liability of Flow for patent infringement by using said products or any parts thereof.

c. The preceding paragraph shall not apply to (i) any Equipment that is modified, customized or manufactured to Buyer's design or specifications, or (ii) the use of any Equipment furnished to Buyer in combination with other products not furnished by Flow, unless the Equipment, per se, infringes the asserted patent. As to any such excluded product or part thereof, Flow assumes no liability whatsoever for patent infringement and Buyer shall hold Flow harmless against any infringement claims arising therefrom.

2. LIMITATION OF WARRANTIES

EXCEPT AS PROVIDED IN SECTION 1 ABOVE, FLOW MAKES NO OTHER WARRANTIES TO BUYER, EXPRESS OR IMPLIED, AND HEREBY EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

3. ACCEPTANCE, DELIVERY, TITLE AND RISK OF LOSS

Unless otherwise specified by Flow, delivery will be made and title will pass F.O.B. point of shipment to Buyer skidded for domestic truck shipment. Risk of loss or damage passes to Buyer on delivery.

Any export or other special packing or special transportation charges shall be charged to and paid by Buyer. Except as otherwise agreed to by Flow, Flow shall not be responsible for freight transportation, insurance, shipping, storage, handling demurrage, or similar charges (including duties, taxes, VAT, etc.). If such charges are by the terms of sale included in the price, any increase in rates becoming effective after the date hereof shall be for the account of and responsibility of Buyer.

4. TIME NOT OF THE ESSENCE UNLESS EXPRESSLY PROVIDED

Time is not of the essence with respect to any times or dates included in the Agreement unless the Agreement expressly indicates that those times or dates are of the essence. Any dates for payments from or by Buyer to Flow are of the essence.

5. EXCUSABLE DELAYS

Flow shall not be liable for delays in delivery or performance, or for failure to manufacture, deliver or perform, for reasons including, but not limited to, (i) a cause beyond its reasonable control, or (ii) an act of God, act of Buyer, act of civil or military authority, Governmental priority, strike or other labor disturbance, flood, epidemic, war, riot, delay in transportation, or (iii) inability on account of a cause beyond the reasonable control of Flow to obtain necessary materials, components, services or facilities. Flow will notify Buyer of any material delay excused by this section and will specify the revised delivery date, as soon as practicable. Any such delay shall not give rise to any termination right and the date of such delivery or performance shall be extended for a period equal to the time lost by reason of delay.

Flow International Corporation

23500 64th Avenue South Kent, Washington 98032 USA

tel | toll-free 800.446.3569 | fax

FlowWaterjet.com

Mach100



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Tazewell County Career & Technical Center

Q-13706-2

June 26, 2024

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6. BUYER'S CREDIT

Flow may request advance payments or adequate security for deliveries required by the Agreement, including Equipment already delivered. Flow reserves the absolute right, among other remedies, to terminate this Agreement or to suspend further performance under this Agreement in the event Buyer fails to provide such payments or security within 20 days of Flow's request. Upon such termination or suspension, Flow shall be entitled, upon demand, to be indemnified for and against all costs and expenses already incurred or commitments made by Flow in or towards its performance under this Agreement.

7. DISCLOSURE OF INFORMATION

Any information, suggestions or ideas transmitted by Buyer to Flow in connection with performance under this Agreement are not to be regarded as secret or confidential except as may be otherwise provided by agreement in writing signed by a duly authorized representative of Flow.

8. TAXES

In addition to any price specified in the Agreement, Buyer shall bear, pay and be responsible for the gross amount of any present or future taxes, duties or levies, of a sales, use, excise, value added, goods and services or other similar nature, applicable to or assessable on the price, sale or delivery of any products or services furnished under the Agreement or to their use by Flow or Buyer or otherwise applicable to the transactions under the Agreement, or Buyer shall furnish Flow with evidence of exemption acceptable to the taxing authorities.

9. LIMITATIONS OF DAMAGES

FLOW SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF USE, LOSS OF PRODUCTION, DAMAGE TO OTHER EQUIPMENT, COST OF CAPITAL OR INTEREST. FLOW'S LIABILITY IS LIMITED TO REPAIR OR REPLACEMENT OF THE EQUIPMENT AND THE DETERMINATION REGARDING WHICH OF THESE IS APPROPRIATE SHALL BE AT FLOW'S SOLE DISCRETION. THE PARTIES AGREE THAT THE FOREGOING REMEDY IS REASONABLE AND DOES NOT CAUSE THE AGREEMENT TO FAIL IN ITS ESSENTIAL PURPOSE.

10. CANCELLATION

The Buyer does not have the right to cancel this Agreement or any portion of this Agreement unless the Buyer's request for cancellation is approved in writing by an authorized representative of Flow. If Flow so approves the cancellation of this Agreement or any portion of this Agreement, Buyer acknowledges that Flow will be damaged by the cancellation and that the damages sustained by Flow will be difficult to calculate. Therefore, Flow is entitled to recover from Buyer the immediate payment of liquidated damages calculated as follows: (a) in respect of Standard/Non-Customized Equipment and Spare Parts and Consumables: an amount equal to (i) all costs and expenses incurred by Flow in its performance of the Agreement up to the date of approved cancellation, (ii) plus an amount equal to all commitments for or towards the purchase of goods, materials and services made by Flow in connection with the processing, handling and fabrication of the Equipment, (iii) plus the payment to Flow of 10% of the total sale price, which Buyer acknowledges represents a reasonable amount for Flow's overhead and profit; or (b) in respect of Custom Equipment: at Flow's option (i) an amount equal to the revenue recognized by Flow for the Equipment on a percentage of completion basis or (ii) the amount determined pursuant to (a) above with respect to Standard/Non-Customized Equipment. Any progress payments already made prior to such cancellation shall be applied towards the total amount determined according to the foregoing sentence.

11. INSTALLATION & TRAINING

Unless otherwise agreed by Flow in writing, installation and training services are not included in the sale price except as specified; however, such services, including travel time and overtime premium charges, will be provided if requested at Flow's quoted service rate as may be applicable for working hours.

12. INTELLECTUAL PROPERTY

The Equipment and its documentation have been developed by Flow and represent a significant investment in industrial and intellectual property. No ownership of any patent, copyright, trade secret, technical data or other industrial or intellectual property is transferred to Buyer hereunder. No Equipment sale is to be construed as the grant by Flow to the Buyer of any license to copy, modify, revise or reconstruct anything falling within the scope of patents, copyrights, trade secrets, technical data, or other industrial property of Flow or third parties.

13. INDEMNIFICATION

Buyer shall indemnify and hold Flow harmless from and against any and all losses, claims, costs, expenses, damages and liabilities, including reasonable attorney's fees, which Flow may suffer or be required to pay, arising out of injury (or death) to persons, or damage to property, resulting from or pertaining to the negligent use or operation of the Equipment whether or not occasioned by the negligence of Buyer, employees, independent contractors or invitees.



SHAPE TECHNOLOGIES GROUP*

Tazewell County Career & Technical Center

Q-13706-2

June 26, 2024

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14. ENFORCEMENT

a. **Validity, Interpretation and performance.** The validity, interpretation and performance of the Agreement shall be governed by the laws of the State of Washington in effect at the time of contracting. Ambiguities will not be construed against the drafter. Flow may bring an action to enforce the Agreement in state and federal courts located in the jurisdiction of the Buyer, or any other jurisdiction the venue rules of which would allow maintenance of such an action.

b. **Default.** Buyer shall be in default of this Agreement in any of the following circumstances: (i) a failure to make any payment due within 10 days of the date on which that payment is due; (ii) a failure to perform or satisfy any covenant, condition or warranty of this agreement, other than payment, where such failure continues for 10 days after Buyer is given notice of such failure; (iii) Buyer's default under any note, security agreement, equipment lease or similar document evidencing indebtedness between Buyer and either Flow or a third party where such default permits the holder of such indebtedness to cause such indebtedness to become due before its stated maturity; (iv) any representation or warranty made by Buyer shall prove to be materially incorrect or the conditions of Buyer's business affairs shall change so as in the opinion of Flow to materially impair Flow's interest or increase materially Flow's credit risk; (v) Buyer shall generally not pay its debts as they come due, file or have filed against it a petition under any bankruptcy or insolvency law, make an assignment for the benefit of its creditors, consent to the appointment of a custodian, receiver, trustee or other officer with similar powers, be adjudicated insolvent or be liquidated; (vi) Buyer or any guarantor of Buyer is declared legally deceased (if Buyer is a sole proprietor or general partner) or if Buyer shall terminate its existence by merger, consolidation, sale of substantially all of its assets or otherwise; or (vii) Buyer shall agree with any third party to any lien or encumbrance that will in any way affect Flow's ability to obtain any of the remedies provided for in this Agreement.

c. **Remedies.** Upon default by Buyer, Flow may exercise any or all of the following remedies with respect to the Equipment: (i) replevin, repossession or seizure, by judicial process or otherwise; (ii) acceleration of remaining payments so that they are immediately due; (iii) damages for any unpaid portions of the sales price, loss or for consequential or incidental damages and (iv) attorneys' fees and costs of litigation. This list of remedies is not exclusive or exhaustive. Each of these remedies shall be cumulative and in addition to any other remedies available under this Agreement, at law or in equity. In the event any amount due under this Agreement is not timely paid, Flow shall be entitled, in addition to any other remedy, to (i) a finance charge of 1½% per month (18% per year) for such overdue amounts and (ii) all reasonable collection costs, including legal fees. This finance charge shall also apply to any suspension, termination or cancellation as provided in these terms and conditions.

15. GENERAL TERMS

a. **Flow's Terms Control.** ANY ACCEPTANCE OF THE BUYER, INCLUDING ANY PURCHASE ORDERS, MUST BE MADE ON THESE EXACT TERMS UNLESS FLOW EXPRESSLY AGREES TO ANY ADDITIONAL OR DIFFERENT TERMS. TO THE EXTENT THESE TERMS ARE CONSTRUED AS AN ACCEPTANCE OF AN OFFER MADE BY BUYER, THE ACCEPTANCE IS EXPRESSLY MADE CONDITIONAL ON BUYER'S ASSENT TO ANY TERMS AND CONDITIONS IN THIS TERMS. FOR PURPOSES OF CLARIFICATION, ANY TERMS INCLUDED IN ANY BUYER-DRAFTED DOCUMENT (E.G. BUYERREVISED QUOTATION, PURCHASE ORDER) DO NOT FORM PART OF THE AGREEMENT BETWEEN FLOW AND THE BUYER UNLESS FLOW EXPRESSLY AGREES TO ANY SUCH ADDITIONAL OR DIFFERENT TERMS.

b. **Entire Agreement.** The Agreement constitutes the entire agreement of the parties, and they supersede all prior written or oral representations made by the parties with respect to the subjects addressed in this Agreement.

c. **Amendments.** No purported modification or variance of the Agreement will be effective or enforceable unless made in writing and signed by an authorized representative of the party against whom enforcement of such a purported modification or variance is sought. For there to be a valid agreement by Flow, there must be a document manifesting that agreement and signed by an authorized representative of Flow. Flow will not be deemed to have entered into a contract as a result of its conduct, and Flow shall not be bound by any purported oral agreements, whether by operation of law or otherwise.

d. **Industry Custom, Usage of Trade or Course of Performance.** The parties do not intend that the express terms of the Agreement will be modified, varied or supplemented by industry custom, usage of trade or course of performance unless the other documents (where applicable) comprised in the Agreement expressly incorporate such industry custom, usage of trade or course of performance.

e. **Conflict Among Flow's Terms.** In the event of a conflict or any ambiguities between these terms and conditions and any terms and conditions contained in a quotation, order acknowledgement, or other Flow-issued documents (for conflict between Flow's terms and Buyer's terms, see Section 15(a) above), the following order of priority shall apply: (i) terms on the order acknowledgment (if any), (ii) terms on the quotation, (iii) these terms and conditions.

f. **Waiver.** The failure of Flow to object to any provision in conflict with the Agreement shall not be construed as a waiver of any of this Agreement, and the failure of Flow to enforce any of the provisions of this Agreement shall not be construed in any sense as a waiver.

g. **Third Party Beneficiaries.** The parties do not intend that the Agreement shall create a right of enforcement by any third party and the parties expressly intend that there be no third parties with standing to enforce any provision of the parties' Agreement. In the event Buyer obtains funding from a third party or Flow enters into any agreement with such financier, Buyer agrees that Buyer shall have no rights as a third-party beneficiary in any contract between Flow and that third party. h. **Liens.** The Buyer shall not allow the Equipment to become subject to any lien or encumbrance, including but not limited to a mechanic's lien, without the express, written permission of Flow. If the Buyer violates this provision, it shall be responsible immediately to take all steps necessary to remove or satisfy any such lien and to pay all reasonable legal fees and costs incurred by Flow as a result of the imposition of such a lien.

i. **Severability.** Any determination that a provision of this Agreement is unenforceable will not affect the enforceability of the remaining provisions of this Agreement.

STANDARD PAYMENT PROCESSING

STANDARD CASH TERMS:	▪ Deposit of 30% of total contract amount is required with submission of purchase order or signed quotation. Please advise if invoice is necessary. ▪ The order will not be placed in the Flow International Corporation (FLOW) build schedule UNTIL receipt of this deposit ▪ Payment of the 60% progress payments must be received 7 days from shipment or prior to installation scheduling, whichever comes first
WELLS FARGO:	▪ A signed quotation or purchase order will be required to initiate order. However, order will be booked into build schedule upon receipt of written approval by Wells Fargo. ▪ System will only be shipped upon receipt of unconditional purchase order from Wells Fargo ▪ Generally, this occurs upon signing of Wells Fargo documents as verification of insurance coverage on system
BANK FUNDING:	▪ A letter will be required from an acceptable bank evidencing that funding is adequate to fully cover machine purchase amount ▪ Receipt of Certificate of Insurance by lender, if required ▪ Verification that loan documents have been executed and returned to bank
THIRD PARTY LEASE:	▪ Verification of credit approval from leasing company and execution of all loan documents ▪ Issuance of purchase order to Flow by leasing company. Order can be entered into build plan at this stage ▪ Verification to Flow Credit group by leasing company that insurance coverage for machine is in place PRIOR to shipment

CREDIT APPLICATION

Please fax completed form to 253.813.3283. By completing this application you will help us to expedite the preliminary approval process required to become a credit customer. The completed application form is reviewed by our credit department and is held in strict confidence in accordance with our corporate confidentiality regulations.

General Information

Company name:		Federal ID number:	
Billing Address:			
City:	State:	Zip code:	
Tel:	Fax:	URL:	
Shipping Address (if different than billing address):			
City:	State:	Zip code:	
Tel:	Fax:	URL:	
Type of business:		Years in business:	
Legal formation of company:		☐ Corporation ☐ Partnership ☐ Proprietorship	
Section A: Please fill out the fields listed below if you will be purchasing parts or service for your existing Flow equipment. This section not applicable for new equipment purchases.			
Equipment/Model:		Serial number:	
Purchased from:			
Additional Information (if applicable):			
Section B: For your convenience, Flow accepts credit cards. Please fill out the fields listed below if you will be using a credit card to purchase parts, service, or equipment.			
Type of card:	☐ Visa® ☐ MasterCard® ☐ American Express®		
Please provide cardholder and account number information at time of order placement.			



SHAPE TECHNOLOGIES GROUP®

Tazewell County Career & Technical Center

Q-13706-2

June 26, 2024

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Credit References

Please provide three (3) credit references that Flow may contact.

Company name:

Contact name:

Address:

City:

State:

Zip code:

Tel:

Fax:

E-mail:

Company name:

Contact name:

Address:

City:

State:

Zip code:

Tel:

Fax:

E-mail:

Company name:

Contact name:

Address:

City:

State:

Zip code:

Tel:

Fax:

E-mail:

Bank Reference

Please provide one (1) bank reference that Flow may contact.

Bank name:

Account number:

Address:

City:

State:

Zip code:

Tel:

Fax:

E-mail:

Authorization

By submitting this application, you authorize Flow International Corporation to make inquiries into the credit and banking references you have supplied.

Authorized contact:

Title:

Date:

Approval (internal use only)

Credit approval:

Credit level approved:

Date:


MATHESON

The Gas Professionals

QUOTATION

38260381201

QUOTE
FOR CHEMICAL EMERGENCY
 SPILL, LEAK, FIRE, EXPOSURE, OR ACCIDENT
CALL CHEMTREC - DAY OR NIGHT
800-424-9300

 For calls originating outside the Continental U.S.:
 202-483-7616 - Washington, DC, Collect
 ALL CALLS ARE RECORDED

CAUTION: Use no oil or lubricant of any kind on oxygen cylinders, valves, gauges, regulators, or other fittings as such is dangerous and may cause explosions.

S CASH ACCOUNT - BLUEFIELD, VA 24605

H DO NOT MAIL

I BLUEFIELD VA 24605

P
T
S
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B
Y

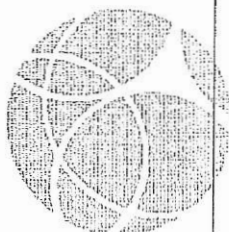
MATHESON TRI-GAS INC

124 INDUSTRIAL PARK RD

BLUEFIELD VA 24605

276-322-5496

QTY SHIPPED		UOM	H M	DESCRIPTION HAZARD CLASS & I.D. NUMBER	LINE NO.	ITEM NUMBER	QTY ORDERED	QTY BKORD	BIN LOC	WEIGHT	UNIT AMOUNT	EXTENDED AMOUNT	
We reserve the right, in our sole and exclusive discretion, to refuse to sell our products to anyone for any reason.													
***** QUOTE ***** Quote Expiration Date: 07/25/24 ***** CASH ORDER ***** ** Location: 460002 **													
11	EA			*Dynasty 300 Multiprocess Foot Control Contractor Package	1	SPE CSERV///	11				13090.850	143999.35N	
											Subtotal	143999.35	
											Tax	0%	.00
											Total Sale	143999.35	


MATHESON
 The Gas Professionals

NOTE

☐ CARRIERS VEHICLE
 PLACARDED ACCORDING TO
 EXISTING REGULATIONS

CASH RECEIVED

TOTAL EMPTY CYLINDERS RETURNED SUBJECT TO INSPECTION AT SELLER PLANT

RECEIVED - FOR SELLER

ACCEPTED - FOR ABOVE VENDEE

ORDER #

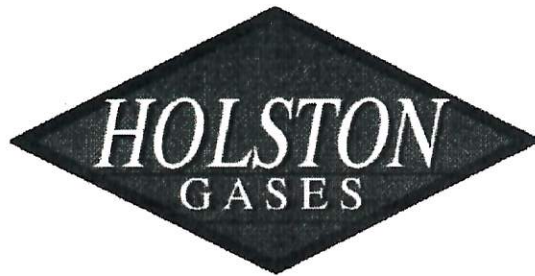
CUSTOMER #

This is to certify that the herein-named materials are properly classified, described, packaged, marked and labeled and are in proper condition for transportation according to the applicable regulations of the Department of Transportation. These commodities, technology or software were exported from the United States in accordance with the Export Administration Regulations. Diversion contrary to U.S. law is prohibited.

PLACARDS OFFERED FOR CARRIER VEHICLES ACCORDING TO EXISTING REGULATIONS

ALL SALES ARE SUBJECT TO MATHESON TERMS AND CONDITIONS, POSTED AT www.mathesongas.com. NO TERMS AND CONDITIONS CAN BE MODIFIED EXCEPT BY A WRITING SIGNED BY AN AUTHORIZED OFFICER OF SELLER AND BUYER. UNLESS OTHERWISE NOTED, QUOTATION IS VALID FOR 30 DAYS.

ORIGINAL COPY



Quote: TC062524

Date: 6/25/2024

Quote Expiration Date: 07/10/24

Terms: Net 30 Days

Quote To: T.C.C.T.C

Attn: Lee Salyers, Jr

Remit to: Holston Gases, Inc.

1150 Spratlin Park Drive

Gray, Tn 37615

(423) 477-1434

Salesman: Trey Bogart

Item Number	Description	Qty	Unit Price	TOTAL
951000099	Dynasty 300 Multiprocess Foot Contro	11	\$13,235.00	\$145,585.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00

11 multiprocess welders

Bid #2



Quote: TC062524

Date: 6/25/2024

Quote Expiration Date: 07/10/24

Terms: Net 30 Days

Quote To: T.C.C.T.C

Attn: Lee Salyers, Jr

Remit to: Holston Gases, Inc.

1150 Spratlin Park Drive

Gray, Tn 37615

(423) 477-1434

Salesman: Trey Bogart

Item Number	Description	Qty	Unit Price	TOTAL
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
			sub total:	\$145,585.00

Bid #3

ORDER CONFIRMATION

11 multiprocess welders



G A S E S

Thank you for placing your order! Your order is our top priority.

Order Summary

Customer Number:	P0099	P/O Number:	QUOTE-----KATIE LINDSAY
Order Number:	0008558728	Payment Method:	On account
Shipping Information:	Order Date: 04-04-2024 TAZEWELL VOC WELDING SHOP 260 ADVANTAGE DRIVE TAZEWELL VA 24651-8551		
Shipping Method:	OTHER		

Ordered Items

Item	Description	Quantity Ordered	Quantity Shipped	UOM	Price	Extended Price
MIL 951000099	PKG, DYNASTY 300 W/FOOT CONT.PKG	11	11	EA	\$13532.110	\$148853.21
MET 2803-22	M18 DRILL DRIVER KIT	2	2	EA	\$330.880	\$661.76
ELS 9400	2HP DRILL PRESS 110V	1	1	EA	\$4411.760	\$4411.76
ELS 8649	#3 MORSE TAPER CHUCK	1	1	EA	\$194.110	\$194.11
ELS 1600	BANDSAW 10'X1X.035 BLADE	1	1	EA	\$3994.110	\$3994.11
					Subtotal:	\$158114.95
					Tax:	\$0.00
					Del Charge:	\$0.00
					Freight:	\$0.00
					Other:	\$0.00
					Grand Total:	\$158114.95

July
2024

TCPS Testing

Latest News and Updates



2024-2025 1st Semester TESTING CALENDAR

Assessment	Grade	Dates
VALLs- Fall	PK-3	PK-K September 30- October 25 1-3 September 3-27
VKRP- Fall	PK-K	September 16- October 11
NWEA MAP Testing- Fall	K-8	September 3-27
EL Learner Growth- Fall	Various	September 3-27
CIP Benchmark #1	Various	October 14-25
Local Assessment #1	Various	October 25
Gifted Screening Test	5	November 6-26
WorkKeys	EOC	November 18-22
Fall Non-Writing SOL Testing	EOC	December 2-20

Upcoming Events:

Admin Retreat

Wednesday-Friday
July 31-August 2

NWEA MAP PD

Monday-Wednesday
August 12-14
8:30-12:30 & 1:30-3:00

1st Day of School

Thursday
August 15, 2024

8:00-1:30
(Early Release)

"Summer is the perfect time to reset and recharge."

By: Unknown

UPDATES:

- ☒ Summer School will finish July 15; at this time approximately 40 SOL Tests have been completed in Biology, World Geography, and Algebra I.
- ☒ Senate Bill 345/House Bill 1076 permits school divisions to select an alternative assessment to the Fall and Winter Growth Assessments completed the last couple of years. Vendors are currently submitting information to the VDOE to assure their assessments are aligned to the Virginia Standards of Learning and meet the VDOE requirements. School divisions will then review all of the options, and submit to the VDOE which vendor they will be using for the 2024-2025 school year. Several good choices have already been submitted and approved for use by the VDOE including NWEA MAP and CIP. TCPS is currently preparing the paperwork for submission.
- ☒ By the end of September, the VDOE will release 2023-2024 statewide, division and school Annual Pass Rates on state assessments, including accreditation ratings and federally identified schools.



TAZEWELL CO PUBLIC SCHOOLS
FD-OBJ---- EXPENDITURES SUMMARY REPORT
for Fiscal Year 2025 (2024-2025 FISCAL YEAR)
Posted Only Figures
Executed By: jcox

Page: 1
Date: 08/05/24
Time: 11:14:22

Code	Description	Appropriations	Outstanding Encumbrances	Expenditures For	JULY	Expenditures Year-to-Date	Available Balance	Percent Used
FD 1 SCHOOL OPERATING FUND								
1110	SALARIES: ADMINISTRATIVE	\$ 1,252,124.00	\$ 0.00	\$ 80,561.86	\$ 80,561.86	\$ 80,561.86	\$ 1,171,562.14	6.43
1111	SALARIES: BOARD MEMBERS	\$ 36,300.00	\$ 0.00	\$ 3,025.00	\$ 3,025.00	\$ 3,025.00	\$ 33,275.00	8.33
1112	SALARIES: SUPERINTENDENT	\$ 154,530.00	\$ 0.00	\$ 12,625.00	\$ 12,625.00	\$ 12,625.00	\$ 141,905.00	8.17
1113	SALARIES: ASST SUPERINTENDENT	\$ 133,523.00	\$ 0.00	\$ 11,126.92	\$ 11,126.92	\$ 11,126.92	\$ 122,396.08	8.33
1120	SALARIES: TEACHERS	\$ 23,193,376.00	\$ 0.00	\$ 81,963.60	\$ 81,963.60	\$ 81,963.60	\$ 23,111,412.40	0.35
1122	SALARIES: LIBRARIANS	\$ 669,260.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 669,260.00	0.00
1123	SALARIES: HOMEBOUND TEACHERS	\$ 48,422.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 48,422.00	0.00
1126	SALARIES: PRINCIPALS	\$ 1,353,420.00	\$ 0.00	\$ 107,797.96	\$ 107,797.96	\$ 107,797.96	\$ 1,245,622.04	7.96
1127	SALARIES: ASSISTANT PRINCIPALS	\$ 819,012.00	\$ 0.00	\$ 22,406.01	\$ 22,406.01	\$ 22,406.01	\$ 796,605.99	2.74
1130	SALARIES: OTHER PROFESSIONAL	\$ 100,993.00	\$ 0.00	\$ 8,416.09	\$ 8,416.09	\$ 8,416.09	\$ 92,576.91	8.33
1131	SALARIES: NURSES	\$ 604,453.00	\$ 0.00	\$ 2,599.12	\$ 2,599.12	\$ 2,599.12	\$ 601,853.88	0.43
1132	SALARIES: PSYCHOLOGIST	\$ 75,831.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 75,831.00	0.00
1133	SALARIES: COMPUTER SPECIALISTS/T	\$ 524,301.00	\$ 0.00	\$ 30,887.66	\$ 30,887.66	\$ 30,887.66	\$ 493,413.34	5.89
1134	SALARIES: MEDICAL ASSISTANTS-UNL	\$ 154,607.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 154,607.00	0.00
1141	SALARIES: TECHNICAL SUPPORT	\$ 264,540.00	\$ 0.00	\$ 6,115.69	\$ 6,115.69	\$ 6,115.69	\$ 258,424.31	2.31
1150	SALARIES: OFFICE CLERICAL	\$ 1,962,637.00	\$ 0.00	\$ 54,297.19	\$ 54,297.19	\$ 54,297.19	\$ 1,908,339.81	2.77
1151	SALARIES: INSTRUCTIONAL AIDES	\$ 2,333,586.00	\$ 0.00	\$ 59.37	\$ 59.37	\$ 59.37	\$ 2,333,526.63	0.00
1152	SALARIES: DEVELOPMENT ASSISTANTS	\$ 594,000.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 594,000.00	0.00
1160	SALARIES: MAINTENANCE TRADES	\$ 191,345.00	\$ 0.00	\$ 7,727.47	\$ 7,727.47	\$ 7,727.47	\$ 183,617.53	4.04
1165	SALARIES: MECHANICS REGULAR	\$ 300,109.00	\$ 0.00	\$ 11,139.02	\$ 11,139.02	\$ 11,139.02	\$ 288,969.98	3.71
1170	SALARIES: REGULAR BUS DRIVERS	\$ 1,355,426.00	\$ 0.00	\$ 15,927.02	\$ 15,927.02	\$ 15,927.02	\$ 1,339,498.98	1.18
1180	SALARIES: GROUND SERVICES	\$ 180,955.00	\$ 0.00	\$ 6,290.08	\$ 6,290.08	\$ 6,290.08	\$ 174,664.92	3.48
1190	SALARIES: CUSTODIANS REGULAR	\$ 1,656,125.00	\$ 0.00	\$ 76,201.25	\$ 76,201.25	\$ 76,201.25	\$ 1,579,923.75	4.60
1192	SALARIES: WAREHOUSE	\$ 51,119.00	\$ 0.00	\$ 2,129.96	\$ 2,129.96	\$ 2,129.96	\$ 48,989.04	4.17
1460	SALARIES: MECHANICS OVERTIME	\$ 400.00	\$ 0.00	\$ 400.00	\$ 400.00	\$ 400.00	\$ 0.00	100.00
1520	SALARIES: SUBSTITUTE TEACHERS	\$ 1,196,513.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 1,196,513.00	0.00
1540	SALARIES: SUBSTITUTE TEACHERS AI	\$ 43,176.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 43,176.00	0.00
1570	SALARIES: SUBSTITUTE BUS DRIVER	\$ 196,445.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 196,445.00	0.00
1590	SALARIES: CUSTODIAN SUBSTITUTES	\$ 68,001.00	\$ 0.00	\$ 16,724.28	\$ 16,724.28	\$ 16,724.28	\$ 51,276.72	24.59
1620	SALARIES: SUPPLEMENTS	\$ 874,056.00	\$ 0.00	\$ 1,899.47	\$ 1,899.47	\$ 1,899.47	\$ 872,156.53	0.22
1621	SALARIES: STAFF TRAINING-COMPUT	\$ 340,158.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 340,158.00	0.00
1622	SUPPLEMENT: CONCESSION WORKER -	\$ 51,000.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 51,000.00	0.00
1623	SALARIES: ACADEMIC SUPPLEMENTS	\$ 3,010.00	\$ 0.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 2,510.00	16.61
1624	SALARIES: SOL TUTORING	\$ 45,680.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 45,680.00	0.00
1670	SALARIES: BUS DRIVER SPECIAL TRI	\$ 22,770.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 22,770.00	0.00
2100	FICA BENEFITS	\$ 2,949,998.00	\$ 0.00	\$ 43,080.31	\$ 43,080.31	\$ 43,080.31	\$ 2,906,917.69	1.46
2210	VRS BENEFITS-PLAN 1 AND 2	\$ 3,042,460.00	\$ 0.00	\$ 56,190.74	\$ 56,190.74	\$ 56,190.74	\$ 2,986,269.26	1.85
2220	VRS BENEFITS-HYBRID PLAN	\$ 2,683,308.00	\$ 0.00	\$ 31,244.20	\$ 31,244.20	\$ 31,244.20	\$ 2,652,063.80	1.16
2300	HMP BENEFITS	\$ 9,839,565.00	\$ 0.00	\$ 1,600.00	\$ 1,600.00	\$ 1,600.00	\$ 9,837,965.00	0.02
2320	HSA EMPLOYER CONTRIBUTIONS	\$ 564,202.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 564,202.00	0.00
2400	GLI BENEFIT	\$ 431,677.00	\$ 0.00	\$ 6,991.80	\$ 6,991.80	\$ 6,991.80	\$ 424,685.20	1.62
2510	DISABILITY INSURANCE-HYBRID PLAN	\$ 42,924.00	\$ 0.00	\$ 823.43	\$ 823.43	\$ 823.43	\$ 42,100.57	1.92
2750	RETIREE HEALTH CARE CREDIT	\$ 468,768.00	\$ 0.00	\$ 8,443.95	\$ 8,443.95	\$ 8,443.95	\$ 460,324.05	1.80
2800	OTHER BENEFITS	\$ 4,000.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 4,000.00	0.00
2830	TERMINATION PAY	\$ 73,427.00	\$ 0.00	\$ 73,427.03	\$ 73,427.03	\$ 73,427.03	\$ 0.03	100.00
2845	ERIP-HMP	\$ 1,013,862.00	\$ 0.00	\$ 70,569.18	\$ 70,569.18	\$ 70,569.18	\$ 943,292.82	6.96
2847	ERIP-HSA EMPLOYER CONTRIBUTIONS	\$ 51,617.00	\$ 0.00	\$ 3,966.72	\$ 3,966.72	\$ 3,966.72	\$ 47,650.28	7.68
3000	PURCHASED SERVICES	\$ 6,463,096.00	\$ 1,462,167.85	\$ 1,356,566.20	\$ 1,356,566.20	\$ 1,356,566.20	\$ 3,644,361.95	43.61
3120	STAFF TRAINING	\$ 191,079.00	\$ 0.00	\$ 23,827.66	\$ 23,827.66	\$ 23,827.66	\$ 167,251.34	12.47
3200	DUAL ENROLLMENT	\$ 73,223.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 73,223.00	0.00
3420	PAYMENT PRIVATE CARRIERS/PARENTS	\$ 3,000.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 3,000.00	0.00
3600	ADVERTISING	\$ 4,896.00	\$ 0.00	\$ 373.93	\$ 373.93	\$ 373.93	\$ 4,522.07	7.64
3810	DUAL & REGIONAL TUITION	\$ 297,139.00	\$ 0.00	\$ 8,868.00	\$ 8,868.00	\$ 8,868.00	\$ 288,271.00	2.98
4000	INTERNAL SERVICES	\$ 26,066.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 26,066.00	0.00
5001	TELECOMMUNICATIONS	\$ 171,656.00	\$ 0.00	\$ 28,337.69	\$ 28,337.69	\$ 28,337.69	\$ 143,318.31	16.51
5101	ELECTRICAL SERVICES	\$ 1,758,897.00	\$ 0.00	\$ 132,837.74	\$ 132,837.74	\$ 132,837.74	\$ 1,626,059.26	7.55
5102	GAS, COAL, OIL	\$ 314,068.00	\$ 0.00	\$ 4,547.39	\$ 4,547.39	\$ 4,547.39	\$ 309,520.61	1.45
5103	WATER & SEWER SERVICES	\$ 150,724.00	\$ 0.00	\$ 14,734.42	\$ 14,734.42	\$ 14,734.42	\$ 135,989.58	9.78
5202	POSTAL SERVICES	\$ 5,073.00	\$ 0.00	\$ 30.45	\$ 30.45	\$ 30.45	\$ 5,042.55	0.60
5203	TELEPHONE SERVICES	\$ 36,547.00	\$ 0.00	\$ 3,471.24	\$ 3,471.24	\$ 3,471.24	\$ 33,075.76	9.50
5300	INSURANCE	\$ 292,874.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 292,874.00	0.00
5400	LEASES & RENTALS	\$ 146,449.00	\$ 0.00	\$ 2,793.77	\$ 2,793.77	\$ 2,793.77	\$ 143,655.23	1.91
5500	TRAVEL	\$ 116,304.00	\$ 0.00	\$ 3,462.33	\$ 3,462.33	\$ 3,462.33	\$ 112,841.67	2.98
5800	MISCELLANEOUS	\$ 13,270.00	\$ 0.00	\$ 706.16	\$ 706.16	\$ 706.16	\$ 12,563.84	5.32

TAZEWELL CO PUBLIC SCHOOLS
FD-OBJ---- EXPENDITURES SUMMARY REPORT
for Fiscal Year 2025 (2024-2025 FISCAL YEAR)
Posted Only Figures
Executed By: jcox

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Code	Description	Appropriations	Outstanding Encumbrances	Expenditures For	Expenditures JULY	Expenditures Year-to-Date	Available Balance	Percent Used
5801	DUES & ASSOCIATION MEMBERSHIPS	\$ 22,967.00	\$ 0.00	\$ 75.00	\$ 75.00	\$ 75.00	\$ 22,892.00	0.33
5810	FEDERAL EXCISE TAX-HEALTH INSURA	\$ 4,843.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 4,843.00	0.00
6000	MATERIALS AND SUPPLIES	\$ 4,400,211.00	\$ 156,522.39	\$ 223,353.02	\$ 223,353.02	\$ 223,353.02	\$ 4,020,335.59	8.63
6001	OFFICE SUPPLIES	\$ 2,676.00	\$ 1,218.69	\$ 1,457.30	\$ 1,457.30	\$ 1,457.30	\$ 0.01	100.00
6002	FOOD SERVICES SUPPLIES	\$ 12,931.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 12,931.00	0.00
6005	HOUSEKEEPING JANITORIAL CLEANING	\$ 405,463.00	\$ 0.00	\$ 128,088.97	\$ 128,088.97	\$ 128,088.97	\$ 277,374.03	31.59
6007	REPAIR & MAINTENANCE SUPPLIES	\$ 118,347.00	\$ 20,380.00	\$ 97,966.79	\$ 97,966.79	\$ 97,966.79	\$ 0.21	100.00
6008	VEHICLES & EQUIPMENT FUELS (63 F	\$ 712,078.00	\$ 4,818.00	\$ 5,012.82	\$ 5,012.82	\$ 5,012.82	\$ 702,247.18	1.38
6009	VEHICLES SUPPLIES (63 FUNCTION O	\$ 552,948.00	\$ 0.00	\$ 38,442.79	\$ 38,442.79	\$ 38,442.79	\$ 514,505.21	6.95
6011	UNIFORMS & WEARING APPARELS	\$ 10,127.00	\$ 0.00	\$ 1,441.06	\$ 1,441.06	\$ 1,441.06	\$ 8,685.94	14.23
6013	STANDARDIZED TESTING	\$ 153,835.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 153,835.00	0.00
6015	PARENTAL INVOLVEMENT SUPPLIES	\$ 85,954.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 85,954.00	0.00
6020	TEXTBOOKS	\$ 690,675.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 690,675.00	0.00
6030	INSTRUCTION SUPPLIES	\$ 358,788.00	\$ 0.00	\$ 7,909.47	\$ 7,909.47	\$ 7,909.47	\$ 350,878.53	2.20
6040	COMPUTER SOFTWARE	\$ 1,870,206.00	\$ 10,546.29	\$ 292,550.69	\$ 292,550.69	\$ 292,550.69	\$ 1,567,109.02	16.21
6050	NON-CAPITALIZED TECHNOLOGY HARDW	\$ 1,313,613.00	\$ 6,867.68	\$ 0.00	\$ 0.00	\$ 0.00	\$ 1,306,745.32	0.52
6060	NONCAPITALIZED TECHNOLOGY INFRAS	\$ 15,895.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 15,895.00	0.00
7000	TUITION PAYMENTS TO JOINT OPERAT	\$ 34,077.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 34,077.00	0.00
8100	CAPITAL OUTLAY REPLACEMENT	\$ 8,707,893.00	\$ 2,704,720.02	\$ 478,098.13	\$ 478,098.13	\$ 478,098.13	\$ 5,525,074.85	36.55
8110	TECHNOLOGY: HARDWARE REPLACEMENT	\$ 207,855.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 207,855.00	0.00
8200	CAPITAL OUTLAY ADDITIONS	\$ 9,016,994.00	\$ 2,173,717.94	\$ 2,099,422.33	\$ 2,099,422.33	\$ 2,099,422.33	\$ 4,743,853.73	47.39
8210	TECHNOLOGY: HARDWARE ADDITIONS	\$ 211,741.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 211,741.00	0.00
9100	REDEMPTION OF DEBT PRINCIPAL	\$ 497,959.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 497,959.00	0.00
9200	INTEREST ON DEBT SERVICE	\$ 137,383.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 137,383.00	0.00
1	SCHOOL OPERATING FUND	\$101,626,831.00	\$ 6,540,958.86	\$ 5,811,532.73	\$ 5,811,532.73	\$ 5,811,532.73	\$ 89,274,339.41	12.15
FD 4 FOOD SERVICE FUND								
1110	SALARIES: ADMINISTRATIVE	\$ 69,980.00	\$ 0.00	\$ 5,831.67	\$ 5,831.67	\$ 5,831.67	\$ 64,148.33	8.33
1150	SALARIES: OFFICE CLERICAL	\$ 41,907.00	\$ 0.00	\$ 1,746.13	\$ 1,746.13	\$ 1,746.13	\$ 40,160.87	4.17
1193	SALARIES: COOKS REGULAR	\$ 1,211,078.00	\$ 0.00	\$ 7,087.47	\$ 7,087.47	\$ 7,087.47	\$ 1,203,990.53	0.59
1493	SALARIES: COOKS PART-TIME	\$ 113,398.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 113,398.00	0.00
1593	SALARIES: COOKS SUBSTITUTES	\$ 27,955.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 27,955.00	0.00
2100	FICA BENEFITS	\$ 109,882.00	\$ 0.00	\$ 1,126.74	\$ 1,126.74	\$ 1,126.74	\$ 108,755.26	1.03
2210	VRS BENEFITS-PLAN 1 AND 2	\$ 95,331.00	\$ 0.00	\$ 828.68	\$ 828.68	\$ 828.68	\$ 94,502.32	0.87
2220	VRS BENEFITS-HYBRID PLAN	\$ 127,161.00	\$ 0.00	\$ 557.37	\$ 557.37	\$ 557.37	\$ 126,603.63	0.44
2300	HMP BENEFITS	\$ 491,268.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 491,268.00	0.00
2320	HSA EMPLOYER CONTRIBUTIONS	\$ 22,400.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 22,400.00	0.00
2400	GLI BENEFIT	\$ 15,612.00	\$ 0.00	\$ 110.01	\$ 110.01	\$ 110.01	\$ 15,501.99	0.70
2510	DISABILITY INSURANCE-HYBRID PLAN	\$ 3,689.00	\$ 0.00	\$ 8.32	\$ 8.32	\$ 8.32	\$ 3,680.68	0.23
2600	UNEMPLOYMENT INSURANCE	\$ 730.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 730.00	0.00
2750	RETIREE HEALTH CARE CREDIT	\$ 24,971.00	\$ 0.00	\$ 112.82	\$ 112.82	\$ 112.82	\$ 24,858.18	0.45
2830	TERMINATION PAY	\$ 5,188.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 5,188.00	0.00
3000	PURCHASED SERVICES	\$ 63,987.00	\$ 0.00	\$ 270.00	\$ 270.00	\$ 270.00	\$ 63,717.00	0.42
3120	STAFF TRAINING	\$ 966.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 966.00	0.00
6001	OFFICE SUPPLIES	\$ 2,312.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 2,312.00	0.00
6002	FOOD SERVICES SUPPLIES	\$ 1,711,041.00	\$ 0.00	\$ 5,728.20	\$ 5,728.20	\$ 5,728.20	\$ 1,705,312.80	0.33
6007	REPAIR & MAINTENANCE SUPPLIES	\$ 76,048.00	\$ 0.00	\$ 11,855.01	\$ 11,855.01	\$ 11,855.01	\$ 64,192.99	15.59
6011	UNIFORMS & WEARING APPARELS	\$ 23,832.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 23,832.00	0.00
8100	CAPITAL OUTLAY REPLACEMENT	\$ 178,842.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 178,842.00	0.00
8200	CAPITAL OUTLAY ADDITIONS	\$ 2,950.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 2,950.00	0.00
4	FOOD SERVICE FUND	\$ 4,420,528.00	\$ 0.00	\$ 35,262.42	\$ 35,262.42	\$ 35,262.42	\$ 4,385,265.58	0.80
FD 5 TEXTBOOKS FUND								
6020	TEXTBOOKS	\$ 2,120,314.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 2,120,314.00	0.00
=====								
GRAND TOTAL		\$108,167,673.00	\$ 6,540,958.86	\$ 5,846,795.15	\$ 5,846,795.15	\$ 5,846,795.15	\$ 95,779,918.99	11.45

TAZEWELL CO PUBLIC SCHOOLS
FD-PJT-REV REVENUE FISCAL PERIOD COMPARISON REPORT
Executed By: jcox

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ACCOUNT/DESCRIPTION	2025 ESTIMATED REVENUE	YEAR-TO-DATE ACTUAL REVENUES	JULY ACTUAL REVENUES	2024 ESTIMATED REVENUE	YEAR-TO-DATE ACTUAL REVENUES	JULY ACTUAL REVENUES	DIFFERENCE YEAR-TO-DATE
FD 1 SCHOOL OPERATING FUND							
PJT 000 BEGINNING BALANCE							
0000000 BEGINNING BALANCE (CARRY FORWARD)	\$ 20,250,465.00	\$ 0.00	\$ 0.00	\$ 6,038,340.00	\$ 0.00	\$ 0.00	\$ 0.00
000 BEGINNING BALANCE	\$ 20,250,465.00	\$ 0.00	\$ 0.00	\$ 6,038,340.00	\$ 0.00	\$ 0.00	\$ 0.00
PJT 100 LOCAL FUNDS							
1502010 RENTS	\$ 8,000.00	\$ 117.59	\$ 117.59	\$ 1,000.00	\$ 0.00	\$ 0.00	\$ 117.59
1612010 TUITION: DAY SCHOOL	\$ 25,000.00	\$ 2,250.00	\$ 2,250.00	\$ 25,000.00	\$ 0.00	\$ 0.00	\$ 2,250.00
1612012 ELGIN CHILDREN'S FOUNDATION	\$ 20,000.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
1612015 UNITED WAY KINDER CAMP PROGRAM	\$ 2,000.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
1612050 TRANSPORTATION OF PUPILS	\$ 20,000.00	\$ 0.00	\$ 0.00	\$ 13,000.00	\$ 0.00	\$ 0.00	\$ 0.00
1612070 TUITION: SUMMER SCHOOL	\$ 2,000.00	\$ 2,741.72	\$ 2,741.72	\$ 2,000.00	\$ 50.00-	\$ 50.00-	\$ 2,791.72
1803030 OTHER REBATES AND REFUNDS	\$ 41,000.00	\$ 10,640.67	\$ 10,640.67	\$ 60,000.00	\$ 484.48	\$ 484.48	\$ 10,156.19
1803031 HEALTH INSURANCE PREMIUMS	\$ 185,000.00	\$ 12,647.88	\$ 12,647.88	\$ 237,600.00	\$ 15,162.58	\$ 15,162.58	\$ 2,514.70-
1803033 TECHNOLOGY DAMAGE RESTITUTIONS	\$ 2,000.00	\$ 57.50	\$ 57.50	\$ 4,000.00	\$ 28.75	\$ 28.75	\$ 28.75
1803035 SCHOOL REIMBURSEMENTS/AMAZON REFUNDS	\$ 16,000.00	\$ 60,933.70	\$ 60,933.70	\$ 16,000.00	\$ 1,393.59	\$ 1,393.59	\$ 59,540.11
1899050 SALES OF SUPPLIES	\$ 30,000.00	\$ 1,773.01	\$ 1,773.01	\$ 15,000.00	\$ 0.00	\$ 0.00	\$ 1,773.01
1899080 SALE OF SCHOOL BUSES	\$ 30,000.00	\$ 0.00	\$ 0.00	\$ 10,000.00	\$ 0.00	\$ 0.00	\$ 0.00
1899120 OTHER FUNDS: INTEREST EARNED	\$ 240,000.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 13,865.57	\$ 13,865.57	\$ 13,865.57-
1899124 DUAL ENROLLMENT	\$ 5,000.00	\$ 49,192.45	\$ 49,192.45	\$ 5,000.00	\$ 0.00	\$ 0.00	\$ 49,192.45
1900120 E-RATE: CAT 1 COMM	\$ 138,208.00	\$ 0.00	\$ 0.00	\$ 90,000.00	\$ 0.00	\$ 0.00	\$ 0.00
1901020 OTHER PAYMENTS FROM ANOTHER COUNTY/C	\$ 567,337.00	\$ 292,826.00	\$ 292,826.00	\$ 544,953.00	\$ 0.00	\$ 0.00	\$ 292,826.00
1901022 ADVANCED MANUFACTURING TALENT PROGRA	\$ 344,009.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
1901025 MEDICAID REIMBURSEMENT EPSDT	\$ 2,500.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
8442505 GHS OUTDOOR LEARNING FACILITY-LOCAL	\$ 0.00	\$ 0.00	\$ 0.00	\$ 320,000.00	\$ 0.00	\$ 0.00	\$ 0.00
8442510 RHS OUTDOOR LEARNING FACILITY-LOCAL	\$ 0.00	\$ 0.00	\$ 0.00	\$ 1,200,000.00	\$ 0.00	\$ 0.00	\$ 0.00
8442515 THS OUTDOOR LEARNING FACILITY-LOCAL	\$ 0.00	\$ 0.00	\$ 0.00	\$ 1,200,000.00	\$ 0.00	\$ 0.00	\$ 0.00
100 LOCAL FUNDS	\$ 1,678,054.00	\$ 433,180.52	\$ 433,180.52	\$ 3,743,553.00	\$ 30,884.97	\$ 30,884.97	\$ 402,295.55
PJT 200 STATE FUNDS							
2402020 BASIC SCHOOL AID - SOQ PAYMENTS	\$ 26,215,343.00	\$ 2,184,611.92	\$ 2,184,611.92	\$ 20,658,740.00	\$ 1,770,649.66	\$ 1,770,649.66	\$ 413,962.26
2402030 ISAEF	\$ 24,608.00	\$ 0.00	\$ 0.00	\$ 24,608.00	\$ 0.00	\$ 0.00	\$ 0.00
2402040 REMEDIAL SUMMER SCHOOL	\$ 35,411.00	\$ 0.00	\$ 0.00	\$ 145,044.00	\$ 0.00	\$ 0.00	\$ 0.00
2402050 REGULAR FOSTER CHILDREN EDUCATION	\$ 88,842.00	\$ 0.00	\$ 0.00	\$ 116,343.00	\$ 0.00	\$ 0.00	\$ 0.00
2402070 EDUCATION OF THE GIFTED - SOQ	\$ 242,985.00	\$ 20,248.75	\$ 20,248.75	\$ 211,484.00	\$ 18,007.75	\$ 18,007.75	\$ 2,241.00
2402080 REMEDIAL EDUCATION-SOQ PAYMENTS	\$ 0.00	\$ 0.00	\$ 0.00	\$ 822,863.00	\$ 70,066.42	\$ 70,066.42	\$ 70,066.42-
2402110 COMPENSATION SUPPLEMENT	\$ 1,018,896.00	\$ 44,299.83	\$ 44,299.83	\$ 3,032,075.00	\$ 258,178.50	\$ 258,178.50	\$ 213,878.67-
2402120 SPECIAL EDUCATION SOQ	\$ 3,565,045.00	\$ 297,087.08	\$ 297,087.08	\$ 3,056,899.00	\$ 260,293.58	\$ 260,293.58	\$ 36,793.50
2402170 VOCATIONAL EDUCATION SOQ	\$ 1,047,873.00	\$ 87,322.75	\$ 87,322.75	\$ 769,031.00	\$ 65,482.66	\$ 65,482.66	\$ 21,840.09
2402210 SOCIAL SECURITY BENEFITS-INSTRUCTION	\$ 1,484,486.00	\$ 123,707.16	\$ 123,707.16	\$ 1,345,804.00	\$ 114,594.66	\$ 114,594.66	\$ 9,112.50

TAZEWELL CO PUBLIC SCHOOLS
FD-PJT-REV REVENUE FISCAL PERIOD COMPARISON REPORT
Executed By: jcox

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ACCOUNT/DESCRIPTION		2025 ESTIMATED REVENUE	YEAR-TO-DATE ACTUAL REVENUES	JULY ACTUAL REVENUES	2024 ESTIMATED REVENUE	YEAR-TO-DATE ACTUAL REVENUES	JULY ACTUAL REVENUES	DIFFERENCE YEAR-TO-DATE
2402230	TEACHER RETIREMENT INSTRUCTIONAL	\$ 3,192,975.00	\$ 266,081.25	\$ 266,081.25	\$ 3,133,802.00	\$ 266,841.84	\$ 266,841.84	\$ 760.59-
2402280	EARLY READING INTERVENTION	\$ 269,586.00	\$ 0.00	\$ 0.00	\$ 250,082.00	\$ 0.00	\$ 0.00	\$ 0.00
2402410	GROUP LIFE INSTRUCTIONAL	\$ 91,119.00	\$ 7,593.25	\$ 7,593.25	\$ 96,129.00	\$ 8,185.34	\$ 8,185.34	\$ 592.09-
2402460	SPECIAL EDUCATION HOMEBOUND	\$ 167,685.00	\$ 0.00	\$ 0.00	\$ 97,081.00	\$ 0.00	\$ 0.00	\$ 0.00
2402520	CTE-EQUIPMENT	\$ 7,500.00	\$ 0.00	\$ 0.00	\$ 54,640.00	\$ 0.00	\$ 0.00	\$ 0.00
2402590	SPECIAL ED FOSTER CARE	\$ 91,931.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
2402650	502000: AT-RISK SOQ/INCENTIVE FUNDS	\$ 5,026,370.00	\$ 0.00	\$ 0.00	\$ 3,065,156.00	\$ 261,016.58	\$ 261,016.58	\$ 261,016.58-
2402651	608150: AT-RISK LOTTERY FUNDS	\$ 1,837,286.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
2402750	K-3 PRIMARY CLASS SIZE	\$ 1,384,752.00	\$ 0.00	\$ 0.00	\$ 1,252,151.00	\$ 0.00	\$ 0.00	\$ 0.00
2402820	CTE OCCUPATIONAL PREP REGIONAL CTRS	\$ 53,526.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
2402860	INFRASTRUCTURE & OPERATIONS PER PUP	\$ 1,688,842.00	\$ 0.00	\$ 0.00	\$ 1,578,414.00	\$ 0.00	\$ 0.00	\$ 0.00
2402910	MENTOR TEACHER PROGRAM	\$ 5,449.00	\$ 0.00	\$ 0.00	\$ 5,415.00	\$ 0.00	\$ 0.00	\$ 0.00
2402955	AT-RISK SOQ/INCENTIVE FUNDS	\$ 0.00	\$ 298,419.83	\$ 298,419.83	\$ 0.00	\$ 0.00	\$ 0.00	\$ 298,419.83
2403070	JOBS FOR VA GRADUATES	\$ 0.00	\$ 0.00	\$ 0.00	\$ 30,000.00	\$ 0.00	\$ 0.00	\$ 0.00
2403080	SALES TAX-1 CENT	\$ 6,236,580.00	\$ 553,294.06	\$ 553,294.06	\$ 6,697,233.00	\$ 547,406.68	\$ 547,406.68	\$ 5,887.38
2403090	ESL (ENGLISH SECOND LANGUAGE)	\$ 12,911.00	\$ 1,075.92	\$ 1,075.92	\$ 7,922.00	\$ 660.16	\$ 660.16	\$ 415.76
2403120	SALES TAX-1/8 CENT	\$ 770,813.00	\$ 68,900.54	\$ 68,900.54	\$ 735,878.00	\$ 67,386.24	\$ 67,386.24	\$ 1,514.30
2403340	CTE EQUIP SCHOOL DIV HIGH DEMAND	\$ 6,000.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
2403360	CTE STEM-H	\$ 2,000.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
2404050	SOL ALGEBRA READINESS	\$ 131,281.00	\$ 0.00	\$ 0.00	\$ 118,388.00	\$ 0.00	\$ 0.00	\$ 0.00
2404450	PROJECT GRADUATION	\$ 4,914.00	\$ 0.00	\$ 0.00	\$ 11,668.00	\$ 0.00	\$ 0.00	\$ 0.00
2408650	VIRGINIA PRESCHOOL INITIATIVE	\$ 1,382,737.00	\$ 0.00	\$ 0.00	\$ 882,637.00	\$ 0.00	\$ 0.00	\$ 0.00
2408890	VPI-AT RISK 3 YR OLDS	\$ 90,179.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
2408990	HOLD HARMLESS FOR REBENCH-COVID19	\$ 0.00	\$ 0.00	\$ 0.00	\$ 623,835.00	\$ 51,986.25	\$ 51,986.25	\$ 51,986.25-
2409000	SUPP GF PAY IN LIEU OF SALES TAX	\$ 1,116,284.00	\$ 93,023.66	\$ 93,023.66	\$ 1,131,788.00	\$ 94,315.66	\$ 94,315.66	\$ 1,292.00-
2500000	MEDICAID REIMBURSEMENT FROM STATE	\$ 0.00	\$ 0.00	\$ 0.00	\$ 298,000.00	\$ 8,426.22	\$ 8,426.22	\$ 8,426.22-
4104050	VPSA TECHNOLOGY GRANT	\$ 388,000.00	\$ 0.00	\$ 0.00	\$ 776,000.00	\$ 0.00	\$ 0.00	\$ 0.00
4104070	SCHOOL SECURITY SYSTEM GRANTS	\$ 161,166.00	\$ 0.00	\$ 0.00	\$ 250,000.00	\$ 15,428.00	\$ 15,428.00	\$ 15,428.00-
200	STATE FUNDS	\$ 57,843,375.00	\$ 4,045,666.00	\$ 4,045,666.00	\$ 51,279,110.00	\$ 3,878,926.20	\$ 3,878,926.20	\$ 166,739.80
PJT 300 FEDERAL FUNDS								
1066500	FOREST RESERVE PAYMENTS	\$ 10,000.00	\$ 0.00	\$ 0.00	\$ 10,000.00	\$ 0.00	\$ 0.00	\$ 0.00
8401000	429010: TITLE I-A GRANTS TO LEAS	\$ 1,479,988.00	\$ 53,124.49	\$ 53,124.49	\$ 2,220,723.00	\$ 375,326.56	\$ 375,326.56	\$ 322,202.07-
8402700	430710: TITLE VI-B IDEA 611	\$ 1,865,545.00	\$ 137,255.83	\$ 137,255.83	\$ 1,576,481.00	\$ 145,142.04	\$ 145,142.04	\$ 7,886.21-
8402701	402870: TITLE VI-B IDEA 611 ARP	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 36,914.00	\$ 36,914.00	\$ 36,914.00-
8404800	PERKINS CTE SECONDARY PROGRAMS	\$ 66,234.00	\$ 96,962.26	\$ 96,962.26	\$ 171,747.00	\$ 0.00	\$ 0.00	\$ 96,962.26
8417300	625210: IDEA 619 PRESCHOOL HANDICAPP	\$ 63,923.00	\$ 6,383.73	\$ 6,383.73	\$ 57,655.00	\$ 2,791.64	\$ 2,791.64	\$ 3,592.09
8417301	402860: IDEA 619 PRESCHOOL HANDICAPP	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 1,144.00	\$ 1,144.00	\$ 1,144.00-
8435800	TITLE V-B-2 RURAL/LOW INCOME-CURRENT	\$ 270,172.00	\$ 0.00	\$ 0.00	\$ 260,000.00	\$ 0.00	\$ 0.00	\$ 0.00
8436500	605120: TITLE III-A LANGUAGE ACQUISI	\$ 0.00	\$ 0.00	\$ 0.00	\$ 3,100.00	\$ 0.00	\$ 0.00	\$ 0.00
8436700	614800: TITLE II-A-IMPROVING TCHR QU	\$ 440,750.00	\$ 6,200.71	\$ 6,200.71	\$ 258,800.00	\$ 0.00	\$ 0.00	\$ 6,200.71
8442400	602810: TITLE IV-STUDENT SUPPORT	\$ 114,497.00	\$ 330,141.38	\$ 330,141.38	\$ 171,202.00	\$ 0.00	\$ 0.00	\$ 330,141.38
8442410	601150: TITLE IV-A BSCA SCG	\$ 12,597.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
8442500	601770: CARES ACT ESSERF LEA ACTIVIT	\$ 0.00	\$ 0.00	\$ 0.00	\$ 3,889,898.00	\$ 0.00	\$ 0.00	\$ 0.00

TAZEWELL CO PUBLIC SCHOOLS
FD-PJT-REV REVENUE FISCAL PERIOD COMPARISON REPORT
Executed By: jcox

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ACCOUNT/DESCRIPTION		2025 ESTIMATED REVENUE	YEAR-TO-DATE ACTUAL REVENUES	JULY ACTUAL REVENUES	2024 ESTIMATED REVENUE	YEAR-TO-DATE ACTUAL REVENUES	JULY ACTUAL REVENUES	DIFFERENCE YEAR-TO-DATE
8442505	GHS OUTDOOR LEARNING FACILITY	\$ 0.00	\$ 0.00	\$ 0.00	\$ 1,700,000.00	\$ 0.00	\$ 0.00	\$ 0.00
8442510	RHS OUTDOOR LEARNING FACILITY	\$ 0.00	\$ 0.00	\$ 0.00	\$ 500,000.00	\$ 0.00	\$ 0.00	\$ 0.00
8442515	THS OUTDOOR LEARNING FACILITY	\$ 0.00	\$ 0.00	\$ 0.00	\$ 500,000.00	\$ 0.00	\$ 0.00	\$ 0.00
8442516	600503: ESSER INST POSITIONS INCENTI	\$ 25,000.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
8442517	411170: ESSER RARS	\$ 23,407.00	\$ 9,208.39	\$ 9,208.39	\$ 0.00	\$ 0.00	\$ 0.00	\$ 9,208.39
8442518	865400: ESSER III GROW YOUR OWN	\$ 198,038.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
8442519	501950: CRRSA ESSER II	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 3,954,027.53	\$ 3,954,027.53	\$ 3,954,027.53-
8442520	411120: ESSER MENTOR TEACHER	\$ 4,411.00	\$ 4,411.04	\$ 4,411.04	\$ 0.00	\$ 0.00	\$ 0.00	\$ 4,411.04
8442522	501930: ESSER III DIVISION ALLOCATIO	\$ 900,500.00	\$ 359,898.10	\$ 359,898.10	\$ 0.00	\$ 0.00	\$ 0.00	\$ 359,898.10
8442526	868340: ESSER ED RECRUITMENT/RETENTI	\$ 12,975.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
8442527	868910: ESSER APPRENTICESHIP PROGRAM	\$ 1,251.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
8442529	501830: ESSER III BEFORE/AFTER SCH00	\$ 161,792.00	\$ 11,111.59	\$ 11,111.59	\$ 0.00	\$ 0.00	\$ 0.00	\$ 11,111.59
9990000	JROTC	\$ 56,000.00	\$ 6,429.51	\$ 6,429.51	\$ 55,000.00	\$ 6,046.89	\$ 6,046.89	\$ 382.62
9999903	ARP HOMELESS CHILDREN: WILLIAM & MAR	\$ 11,700.00	\$ 1,614.75	\$ 1,614.75	\$ 0.00	\$ 0.00	\$ 0.00	\$ 1,614.75
300	FEDERAL FUNDS	\$ 5,718,780.00	\$ 1,022,741.78	\$ 1,022,741.78	\$ 11,374,606.00	\$ 4,521,392.66	\$ 4,521,392.66	\$ 3,498,650.88-
PJT 400 COUNTY FUNDS								
5105000	LOCAL APPROPRIATIONS: OPERATIONS	\$ 12,138,402.00	\$ 0.00	\$ 0.00	\$ 11,170,000.00	\$ 1,160,000.00	\$ 1,160,000.00	\$ 1,160,000.00-
5105030	LOCAL APPROPRIATIONS: ACCRUED PAYROL	\$ 4,000,000.00	\$ 0.00	\$ 0.00	\$ 4,000,000.00	\$ 0.00	\$ 0.00	\$ 0.00
5105050	LOCAL APPROPRIATIONS: MECHATRONICS	\$ 0.00	\$ 0.00	\$ 0.00	\$ 140,000.00	\$ 0.00	\$ 0.00	\$ 0.00
400	COUNTY FUNDS	\$ 16,138,402.00	\$ 0.00	\$ 0.00	\$ 15,310,000.00	\$ 1,160,000.00	\$ 1,160,000.00	\$ 1,160,000.00-
1	SCHOOL OPERATING FUND	\$ 101,629,076.00	\$ 5,501,588.30	\$ 5,501,588.30	\$ 87,745,609.00	\$ 9,591,203.83	\$ 9,591,203.83	\$ 4,089,615.53-

TAZEWELL CO PUBLIC SCHOOLS
FD-PJT-REV REVENUE FISCAL PERIOD COMPARISON REPORT
Executed By: jcox

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ACCOUNT/DESCRIPTION	2025 ESTIMATED REVENUE	YEAR-TO-DATE ACTUAL REVENUES	JULY ACTUAL REVENUES	2024 ESTIMATED REVENUE	YEAR-TO-DATE ACTUAL REVENUES	JULY ACTUAL REVENUES	DIFFERENCE YEAR-TO-DATE

FD 4 FOOD SERVICE FUND							
PJT 000 BEGINNING BALANCE							
0000000 BEGINNING BALANCE	\$ 136,764.00	\$ 0.00	\$ 0.00	\$ 1,004,895.00	\$ 0.00	\$ 0.00	\$ 0.00

000 BEGINNING BALANCE	\$ 136,764.00	\$ 0.00	\$ 0.00	\$ 1,004,895.00	\$ 0.00	\$ 0.00	\$ 0.00

PJT 100 LOCAL FUNDS							
1612040 CAFETERIA SALES	\$ 90,000.00	\$ 0.00	\$ 0.00	\$ 75,000.00	\$ 12,472.30	\$ 12,472.30	\$ 12,472.30-
1803030 REBATES AND REFUNDS	\$ 20,000.00	\$ 698.25	\$ 698.25	\$ 17,000.00	\$ 14.62	\$ 14.62	\$ 683.63
1899050 SALE OF SUPPLIES	\$ 0.00	\$ 10.00	\$ 10.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 10.00

100 LOCAL FUNDS	\$ 110,000.00	\$ 708.25	\$ 708.25	\$ 92,000.00	\$ 12,486.92	\$ 12,486.92	\$ 11,778.67-

PJT 200 STATE FUNDS							
2402150 SCHOOL LUNCH PROGRAM STATE MATCH	\$ 24,101.00	\$ 0.00	\$ 0.00	\$ 28,339.00	\$ 0.00	\$ 0.00	\$ 0.00
2403470 SCHOOL BREAKFAST INCENTIVE: STATE	\$ 72,342.00	\$ 0.00	\$ 0.00	\$ 67,927.00	\$ 0.00	\$ 0.00	\$ 0.00
2403480 SCHOOL MEALS EXPANSION	\$ 16,024.00	\$ 0.00	\$ 0.00	\$ 16,024.00	\$ 0.00	\$ 0.00	\$ 0.00
2404340 BREAKFAST AFTER THE BELL	\$ 18,500.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

200 STATE FUNDS	\$ 130,967.00	\$ 0.00	\$ 0.00	\$ 112,290.00	\$ 0.00	\$ 0.00	\$ 0.00

PJT 300 FEDERAL FUNDS							
1055300 SCHOOL BREAKFAST PROGRAM	\$ 980,000.00	\$ 7,724.53	\$ 7,724.53	\$ 845,000.00	\$ 0.00	\$ 0.00	\$ 7,724.53
1055500 NSLP COMBINED	\$ 2,280,000.00	\$ 17,431.90	\$ 17,431.90	\$ 2,100,000.00	\$ 0.00	\$ 0.00	\$ 17,431.90
1055502 411080: SNP SCA FUNDS	\$ 100,000.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
1055800 700270: CACFP FOOD	\$ 4,700.00	\$ 0.00	\$ 0.00	\$ 1,500.00	\$ 0.00	\$ 0.00	\$ 0.00
1055801 700280: CACFP CASH IN LIEU	\$ 100.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
1055900 603020: SFSP MEALS	\$ 26,000.00	\$ 7,704.89	\$ 7,704.89	\$ 68,000.00	\$ 25,987.92	\$ 25,987.92	\$ 18,283.03-
1055901 603030: SFSP SPONSOR ADMIN	\$ 2,000.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 2,681.38	\$ 2,681.38	\$ 2,681.38-

300 FEDERAL FUNDS	\$ 3,392,800.00	\$ 32,861.32	\$ 32,861.32	\$ 3,014,500.00	\$ 28,669.30	\$ 28,669.30	\$ 4,192.02

PJT 400 COUNTY FUNDS							
5105000 LOCAL APPROPRIATIONS: OPERATIONS	\$ 650,000.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

4 FOOD SERVICE FUND	\$ 4,420,531.00	\$ 33,569.57	\$ 33,569.57	\$ 4,223,685.00	\$ 41,156.22	\$ 41,156.22	\$ 7,586.65-

TAZEWELL CO PUBLIC SCHOOLS
FD-PJT-REV REVENUE FISCAL PERIOD COMPARISON REPORT
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ACCOUNT/DESCRIPTION	2025 ESTIMATED REVENUE	YEAR-TO-DATE ACTUAL REVENUES	JULY ACTUAL REVENUES	2024 ESTIMATED REVENUE	YEAR-TO-DATE ACTUAL REVENUES	JULY ACTUAL REVENUES	DIFFERENCE YEAR-TO-DATE
FD 5 TEXTBOOKS FUND							
PJT 000 BEGINNING BALANCE							
00000000 BEGINNING BALANCE	\$ 1,512,320.00	\$ 0.00	\$ 0.00	\$ 1,127,082.00	\$ 0.00	\$ 0.00	\$ 0.00
000 BEGINNING BALANCE	\$ 1,512,320.00	\$ 0.00	\$ 0.00	\$ 1,127,082.00	\$ 0.00	\$ 0.00	\$ 0.00
PJT 200 STATE FUNDS							
2402140 TEXTBOOKS-SOQ	\$ 607,994.00	\$ 50,666.16	\$ 50,666.16	\$ 508,992.00	\$ 43,343.00	\$ 43,343.00	\$ 7,323.16
200 STATE FUNDS	\$ 607,994.00	\$ 50,666.16	\$ 50,666.16	\$ 508,992.00	\$ 43,343.00	\$ 43,343.00	\$ 7,323.16
5 TEXTBOOKS FUND	\$ 2,120,314.00	\$ 50,666.16	\$ 50,666.16	\$ 1,636,074.00	\$ 43,343.00	\$ 43,343.00	\$ 7,323.16

TAZEWELL CO PUBLIC SCHOOLS
 FD-PJT-REV REVENUE FISCAL PERIOD COMPARISON REPORT
 Executed By: jcox

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ACCOUNT/DESCRIPTION	2025 ESTIMATED REVENUE	YEAR-TO-DATE ACTUAL REVENUES	JULY ACTUAL REVENUES	2024 ESTIMATED REVENUE	YEAR-TO-DATE ACTUAL REVENUES	JULY ACTUAL REVENUES	DIFFERENCE YEAR-TO-DATE
-----	=====	=====	=====	=====	=====	=====	=====
GRAND TOTAL	\$ 108,169,921.00	\$ 5,585,824.03	\$ 5,585,824.03	\$ 93,605,368.00	\$ 9,675,703.05	\$ 9,675,703.05	\$ 4,089,879.02-

506 Jeffersonville Street
Tazewell, VA 24651-5396
Phone (276) 988-5511
Fax (276) 988-1976
www.tcpsva.org



School Board Members
Chris Moir, Chair
Donna Whittington, Vice-Chair
Irene Mullins
Erik Robinson
David Woodard

August 12, 2024

SUBJECT: Sophia Robinson – Sorenson Institute

ENCLOSURE:

SUMMARY: Mrs. Young, Principal, Graham High School, will recognize Sophia Robinson for going through the Sorenson Institute.

RECOMMENDATION:

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David Woodard

August 12, 2024

SUBJECT: **TCPS Custodian/Maintenance/Grounds Appreciation Day – September 4, 2024**

ENCLOSURE:

SUMMARY: Mrs. Hill will express appreciation to all custodians, maintenance workers, and grounds workers. September 4, 2024 is designated as TCPS Custodian / Maintenance / Grounds Appreciation Day.

RECOMMENDATION:

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David Woodard

August 12, 2024

SUBJECT: **Recognition of George Brown**

ENCLOSURE:

SUMMARY: Dr. Stacy will recognize George Brown, long-time employee of Tazewell County Public Schools and former division superintendent.

RECOMMENDATION:

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August 12, 2024

SUBJECT: **Kindergarten Camp**

ENCLOSURE:

SUMMARY: Ms. Lashinsky will give Board members a report on Kindergarten Camp.

RECOMMENDATION:

506 Jeffersonville Street
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www.tcpsva.org



School Board Members
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David Woodard

August 12, 2024

SUBJECT: Summer School Report

ENCLOSURE:

SUMMARY: Summer School principals will share information from the 2024 Summer School session.

RECOMMENDATION:

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Fax (276) 988-1976
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School Board Members
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David Woodard

August 12, 2024

SUBJECT: **Update from the Tazewell County Public School
Administrative and Professional Development
Conference**

ENCLOSURE: NA

SUMMARY: Ms. Hill will share highlights from the Administrative
and Professional Development Conference with the
School Board.

RECOMMENDATION: NA

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David Woodard

August 12, 2024

SUBJECT: **Ratification of Poll Vote**

ENCLOSURE:

SUMMARY: Board members were polled for approval of personnel on July 30, 2024. The Board approved the personnel list 5-0.

School Board members will need to ratify the July 30, 2024 poll vote at the August 12, 2024 School Board meeting.

RECOMMENDATION:

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Irene Mullins
Erik Robinson
David Woodard

August 12, 2024

SUBJECT: **Division Superintendent's Contract**

ENCLOSURE:

SUMMARY: Board members will vote on the recent changes made to Dr. Stacy's contract.

RECOMMENDATION: That the Tazewell County School Board approve the changes to Dr. Stacy's contract.

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School Board Members
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Donna Whittington, Vice Chair
Irene Mullins
Erik Robinson
David Woodard

August 12, 2024

SUBJECT: **Approval of Bid for the installation of 16 split system HVAC units at Abbs Valley-Boissevain Elementary School**

ENCLOSURE: Bid(s)

SUMMARY: Mr. Parkhurst will ask the Board for approval of the bid from Trane in the amount of \$122,892.00 for the installation of 16 split system HVAC units at AVES.

RECOMMENDATION: That the Tazewell County School Board approve the bid from Trane in the amount of \$122,892.00 for the installation of 16 split system HVAC units at Abbs Valley-Boissevain Elementary School.



PRODUCT OR SERVICE 16 HVAC Split Units

DATE AND TIME OPENED 7/26/24 10:30a

INVITATION TO BID ☒

REQUEST FOR PROPOSAL ☐

QUOTE ☐

WITNESS TO OPENING:

SIGNATURE	COMPANY	TELEPHONE NUMBER
	TCPS	216-988-2222
Jessica Cox	TCPS	216-988-5511

RECEIVED FROM:

COMPANY	RECEIVED	AMOUNT	NOTES
Trane	7/26/24 8:30a	\$122,892.00	only vendor to submit quote.

Prepared For:
Jessica Cox

Date:
July 23, 2024

Job Name:
Abbs Valley Boissevain Elem Split Sys HVAC Install

Proposal ID:
7832149

Delivery Terms:
Freight Allowed and Prepaid – F.O.B. Factory

Payment Terms:
Net 30

State Contractor License Number:
VA 2705047272A

Proposal Expiration Date:
30 Days

Scope of Work

"Scope of Work" and notations within are based on the following negotiated scope of work with Geno Parkhurst and based on the site surveys performed at Abbs Valley Boissevain Elementary School.

Turnkey Installation of HVAC Equipment

- (Qty 16) NTXSMT12A111AA Heat Pump
- (Qty 16) NTXWMT12A111AB Wall Mounted Unit
- (Qty 16) MLS143812T-50 Lineset X87-711
- (Qty 16) Equipment Stand TAR-CT01MAU-SB
- (Qty 16) Wired Controller
- (Qty 16) MAC-334IF-E M-NET & Control Interface
- (Qty 16) Ultralite equipment pad

Mechanical Installation

- Delivery of all equipment and material to site
- 20 Amp service to be run in conduit to outdoor unit location with disconnect
- Connect outdoor unit to new electrical service on exterior wall
- Outdoor unit to set on new equipment pad outside of building
- High wall indoor unit to be installed in blank window panel
- Line set to be ran through exterior wall from outdoor unit to indoor with line hide
- Start up and checkout of equipment
- 1 year parts and labor warranty on installation
- Clean up and removal of any debris or trash from site

Pricing and Acceptance

Jessica Cox
Tazewell County Schools
506 JEFFERSONVILLE STREET
Tazewell, VA 24651-2465

Site Address:
Abbs Valley Boissevain Elementary
7030 Abbs Valley Road
Bluefield, VA 24605

Price

Total Net Price (Including appropriate Sales and/or Use Tax, if required by law).....\$122,892.00 USD

Anticipation Discount

Trane is pleased to offer an opportunity to maximize the value of your purchase by offering you savings with the Trane Anticipation Discount Program (ADP) that is flexible and designed for all Trane customers. The discount depends on the percentage of quoted price that is pre-paid, estimated payment date, estimated monthly schedule of values, and the current annualized discount rate.

Total Potential ADP Discount for this project\$ To Follow

Your Trane representative can provide a formal ADP quotation to lock in your savings.

Financial items not included

- MANUALLY ENTER ADDITIONAL ITEMS
- Bid Bond
- Payment and Performance Bond
- Guarantee of any energy, operational, or other savings

Respectfully submitted,

Rod Thaxton
Account Manager
Trane U.S. Inc.
E-mail: rdthaxton@trane.com
Office Phone: (423) 224-1150

506 Jeffersonville Street
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School Board Members
Chris Moir, Chair
Donna Whittington, Vice Chair
Irene Mullins
Erik Robinson
David Woodard

August 12, 2024

SUBJECT: **Approval of bid for two Modular Buildings at
Tazewell Intermediate School**

ENCLOSURE: Bid(s)

SUMMARY: Mr. Parkhurst will ask the Board for approval of the bid from Modular Genius in the amount of \$347,440.05 for the installation of two Modular Buildings at Tazewell Intermediate School.

RECOMMENDATION: That the Tazewell County School Board approve the bid from Modular Genius in the amount of \$347,440.05 for the installation of two Modular Buildings at Tazewell Intermediate School.



PRODUCT OR SERVICE Modular Buildings (2) - TIS
 DATE AND TIME OPENED 7/26/24 10:30am

INVITATION TO BID ☐

REQUEST FOR PROPOSAL ☐

QUOTE ☐

WITNESS TO OPENING:

SIGNATURE	COMPANY	TELEPHONE NUMBER
<i>[Signature]</i>	TCPs	276-988-2222
Jessica Cox	TCPs	

RECEIVED FROM:

COMPANY	RECEIVED	AMOUNT	NOTES
Modular Genius	7/26/24 9:55a	\$347,440.05	Winning Quote
Modular Technology	7/26/24 9:45a	\$271,442.00 *	
Aries Building Systems	7/25/24	\$410,318.00	

* Although Modular Technology had the lowest bid, their bid did not include the following necessary items: ① Bathrooms; ② Plumbing of any sort; ③ Dumpsters for clean up; ④ Deck did not meet required length

PROPOSED PRICING

Excluding Sales Tax

Tazewell Intermediate School - Virginia - UCPJMU6028

Building		\$147,189.02
Modular Building	\$147,189.02	
Transportation		\$17,007.41
Deliver Modular Units	\$17,007.41	
Shuttle Modular Units	Included	
Building Installation		\$10,728.17
Building Setup (Truck Set/Translift)	\$7,513.41	
Anchor Modular Units- Materials	\$1,330.24	
Anchor Modular Units- Labor	Included	
Axles/Tires	Included	
Remove Hitches- Setup	Included	
Interior/Exterior Seams	\$98.54	
Plumbing Roof Vents Thru Roof	\$492.68	
Pad and Pier Foundation Layout	Included	
Dry stack CMU Piers and ABS Pad	\$1,293.29	
Skirting		\$5,690.49
Skirting Face Material	Included	
Crawl Space Vents	\$886.83	
Crawl Space Access Hatch	\$369.51	
Skirting Framing and Face Material Installation	\$4,434.15	
Decks, Steps, Ramps and Canopies		\$98,009.41
Aluminum Decks, Ramp, and Step (Includes Handrails)	\$48,960.37	
Aluminum Canopy (Delivery, Material, & Install)	\$37,902.10	
ABS Pads for Decks, Steps and/or Ramps	Included	
Footings for Canopies	Included	
Delivery & Installation for Ramps, Decks, Steps	\$11,146.95	
Total (Building, Transportation & Installation)		\$278,624.51
DIVISION 1 - GENERAL REQUIREMENTS		\$46,801.23
Architecture/Engineering & Testing		
Modular Building Drawings	Included	
Deck, Step and Ramp Drawings	\$2,463.41	
Structural Engineering Fees - Foundations	\$1,453.41	
Permits, Fees, Bonds, Labor		
Building Permits	\$1,231.71	
Open Shop	Included	
Contract & Legal Fees	\$554.27	
Temporary Labor & Facilities		
Site Clean Up Labor	Included	
Building Clean Up Labor	Included	
Dumpsters	\$4,926.83	
Portable Restroom Stalls	\$431.10	
Equipment		
Demo Equipment (As Needed)	Included	
Translift	\$1,231.71	
Rental Equipment Tax	Included	
Project Safety		
Fire Extinguishers for Construction	Included	
Safety Signage	Included	
Safety PPE	Included	

PROPOSED PRICING

Excluding Sales Tax

Tazewell Intermediate School - Virginia - UCPJMU6028

First Aid Kits	Included	
Potable Drinking Water	Included	
Eye Wash Kits	Included	
Site Safety During Construction	Included	
SDS Sheets	Included	
Site Controls, Fencing & Temporary Utilities		
Construction Office Supplies		
Project Management		
Project Manager		\$8,868.29
Project Superintendent		\$22,170.73
Construction Manager & PreConstruction		\$1,734.88
Design and Engineering Manager		\$867.44
Assistant Project Manager		\$867.44
Submittals & Plans		
Closeout Submittals	Included	
Warranty	Included	
DIVISION 2 - SITE PERPARATION CONSTRUCTION		\$19,294.70
Building, Ramp, Step, Deck, & Foundation Demolition		\$19,294.70
DIVISION 3 - CONCRETE		\$0.00
DIVISION 4 - MASONRY		\$0.00
DIVISION 5 - METALS		\$0.00
DIVISION 6 - WOODS AND PLASTICS		\$0.00
DIVISION 7 - THERMAL & MOISTURE PROTECTION		\$2,719.61
EPDM Roofing - Building Manufacturer Installed	Included	
Gutter/Downspouts		\$2,719.61
DIVISION 8 - DOORS AND WINDOWS		\$0.00
Exterior Metal Doors and Frames	Included	
Exterior Windows (Vinyl)	Included	
Construction Cores	Included	
DIVISION 9 - FINISHES		\$0.00
Vinyl Composition Tile	Included	
Vinyl Clad Gypsum	Included	
Floor Cove Base - Building Manufacturer	Included	
Exterior Siding and Trim Painting - Building Manufacturer	Included	
DIVISION 10 - SPECIALITIES		\$0.00
Marker Boards	Included	
Tack Boards	Included	
Fire Extinguishers	Included	
DIVISION 11 - EQUIPMENT		\$0.00
DIVISION 12 - FURNISHINGS		\$0.00

PROPOSED PRICING*Excluding Sales Tax***Tazewell Intermediate School - Virginia - UCPJMU6028**

DIVISION 13 - SPECIAL CONSTRUCTION	\$0.00
DIVISION 14 - CONVEYOR SYSTEMS	\$0.00
DIVISION 15 - MECHANICAL	\$0.00
Plumbing - Water	
Plumbing - Sanitary Sewer	
Fire Suppression	
Heating, Ventilation and Air Conditioning	
DIVISION 16 - ELECTRICAL	\$0.00
Electrical Service	
Site Lighting	
Electrical Building	
Telephone and Data	
Cable Television	
Sound/Video	
Security System	
Clock System	
Public Address, Mass Notification	
Energy Management Systems	
Fire Alarm	
Nurse Call	
TOTAL (Divisions 1 thru 16)	\$68,815.53
GRAND TOTAL	\$347,440.05
	excluding sales tax

Building Specification

ITEM:	DESCRIPTION:
Location	Tazewell Intermediate School
Modular Size & Units	(2) 24'x36'
Construction Type :	Type VB
Occupancy:	Education
State Seals:	VA
Codes:	As Required
FRAME:	
Type:	Outrigger, Sized as Required
Main Beam:	As Required, Maximum Pier Spacing @ 10' O.C.
Hitch:	Bolt On
Axles:	As Required to Safely Transport the Modular Units, Note: Brake Axles to be install per DOT requirments
Tires:	New Tires Only 12-ply Minimum
FLOOR:	
Bottom Board:	.040 Simplex Paper
Insulation:	As Required to Meet Energy Code for the Area
Joists:	Wood Joists per Structural Requirements
Decking:	3/4" T&G Plywood/OSB Sheathing
Misc:	(Hold Back Decking @ 16" O.C. at the Matelines)
Finish:	1/8" Vinyl Composition Tile
Misc Finish:	Modular Manufacturer Shall Furnish and Install, Modular Genius to Complete Matelines On-Site
Cove Base:	4" Vinyl Cove Base
Misc Cove Base:	Modular Manufacturer Shall Furnish and Install, Modular Genius to Complete Matelines On-Site
Sub-Floor Preparation	For Plywood Floor Decking Building Manufacturer Shall Fill All Voids and Sand Sub-Floor
EXTERIOR WALLS	
Framing	2"X6" #2 @ 16" O.C.
Interior Finish	1/2" Vinyl Clad Gypsum
Misc:	With Matching Vinyl Battens
Sheathing:	Building Manufacturer Standard
Insulation:	As Required to Meet Energy Code for the Area
Moisture Barrier	Tyvek or equal
Exterior Finish:	5/8" "LP" Smartside Panel
Trim:	LP Smartside Trim
Skirting:	To Match Siding, Assume 42" above grade
INTERIOR WALLS	
Framing	2"X4" #2 @ 16" O.C.
Finish:	1/2" Vinyl Clad Gypsum
Finish:	With Matching Vinyl Battens
Misc:	Top of Walls to Continue to Underside of Roof Framing
Sound Insulation:	Fiberglass Batt
Plenum Walls	Floor to Ceiling Full Module Width
ROOF:	
Framing:	Transverse Ridge Truss
Framing Type:	Wood
Roof Load:	As Required to Comply With Applicable Code
Mate Beam:	Plywood Laminated Beam
Posts:	No Exposed Posts, Concealed in Walls
Finish:	Suspended Ceiling (24"x48" Tile) in Steel Grid, Square Edge
Misc:	Suspended Ceiling Installed by MFG, Modular Genius to Complete Matelines on Site
Ceiling Height:	8'-0" A.F.F. (Nominal)
Sub-Ceiling:	None (Netting to Hold Up Insulation)
Insulation:	As Required to Meet Energy Code for the Area
Roofing:	45 MIL EPDM (Black)
Mansard:	None
Profile:	Mansard to Follow Roof Edge
INTERIOR & EXTERIOR DOORS:	
Exterior Door:	36 x 80 Commercial Insulated Hollow Metal with Steel Jamb
Vision Panel	5" x 20" Vision Panel
Hardware	Lever Lockset
Hardware	Hydraulic Door Closers
Hardware	Panic Hardware
Hardware	Grade 1 Door Hardware
Keying	Master Keying with Construction Cores
Interior Door:	None
WINDOWS:	
Windows:	36" X 60" Vinyl Low E

Building Specification	
Type:	Single Hung
Blinds:	1" Alum. Mini-Blinds in Frame Installation
ELECTRICAL:	
Sub-Panel	(1) 200/240 V. 1-Phase 60 HZ, 3-wire
Wiring Raceway:	Copper Romex (12-2 W/G Min) Type NM-B
Wiring Raceway:	MC Cable
Interior Lights:	24"x 48" LED Flat Panel Lay In Light
Exterior Lights	LED Wall Mount Light Fixture Mounted at Exterior Doors
Exit Lighting	Exit Lights as Required
Emergency Lights	Emergency Lights as Required
Receptacles	120 Volt 20 Amp
Receptacles	GFCI Receptacles
Receptacles	Heat Tape Receptacles
Receptacles	Space Receptacles 10'-0" O.C. Minimum
Occupancy Sensors:	Furnish and Install Occupancy Sensors Per Code
Switches:	120 Volt 20 Amp
Telecommunications	3/4" EMT Rough-In Stub Above the Ceiling or Below the Floor
Data	3/4" EMT Rough-In Stub Above the Ceiling or Below the Floor
Fire Alarm:	3/4" EMT Rough-In Stub Above the Ceiling or Below the Floor
PLUMBING:	
Water Closet:	China Tank Type (Handicapped)
Lavatory:	China Wall Hung (Handicapped)
Water Heater:	EEMAX Instantaneous
SUPPLY:	PEX
DWV:	Schedule 40 PVC
Restroom Accessories:	Toilet Paper Holder/Dispenser
Restroom Accessories:	Grab Bars
Restroom Accessories:	18"W x 24"H Stainless Steel Frame Mirror
H.V.A.C.	
Heating/Cooling:	Wall Mounted "Bard" or Equal with Electric Resistant Heat Strip, Sized as Required
Supply Ducting:	Fiberglass Duct Board
Supply Diffuser:	24" x 24" Lay in Suspended Ceiling with Adjustable Damper Ceiling Mounted
Return System:	Ducted Above the Ceiling
Return Ducting:	Fiberglass Duct Board
Thermostat	Auto Change Over Heat/Cool with 7 Day Clock and Override Timer
FIRE SUPPRESSION	
Fire Sprinkler:	None Proposed or Installed

MTI
MODULAR TECHNOLOGIES, INC.

NATIONWIDE
1-800-832-4668

CUSTOM MODULAR BUILDINGS/MOBILE OFFICES
P.O. BOX 6026 • KINSTON, NC 28501

PHONE: (252) 522-5770
FAX: (252) 522-9475

July 26, 2024

PROPOSAL
Install (2) 24'x 36' Classroom Facilities
(per specifications and drawing)

PURCHASE PRICE: \$271,442.00

PRICE INCLUDES: X

SETUP (Block, level, tie & trim)	<u>X</u>	SUREWALL:	
SKIRTING: (metal)	<u>X</u>	DECK W/STEPS	<u>X (see below)</u>
FREIGHT:	<u>X</u>	DECK W/RAMP	<u>X (see below)</u>
ABOVE GRADE SET: (ABS pads)	<u>X</u>	ELECTRICAL	<u>By TCPS</u>
DOUBLE DRY BLOCK:	<u>X</u>	PLUMBING:	<u>N/A</u>
SINGLE DRY BLOCK:		ENG.DRAWING:	<u>X</u>

INCLUDED IN ABOVE PRICE:

- 1) Hi-ribbed steel skirting to match building siding
- 2) Aluminum decking is included. Will have 5x5 deck with platforms at rear exits and will have 6'x16' deck between classrooms with 42' maximum handicap ramp. Ramp to be shared by both classrooms.
- 3) Aluminum canopies are included. Will have 5x7 aluminum canopies at rear exits with 7'x16' canopy to cover walkway between classrooms

NOT INCLUDED IN ABOVE PRICE:

- 1) Site preparation and demolition of existing buildings on site is not included in this quote. Can give price to do this but would need someone to have time to come out and verify the exact scope of work

Set ups are quoted on grass or dirt (assuming ground is level) and floor level will not exceed 32" in height. Floor levels higher than this may result in an up charge unless otherwise noted.

Job site accessibility is the responsibility of the customer. Any poles, fences or obstructions restricting access should be relocated before equipment arrives. There shall be provided by the customer a firm proper roadway or access to the site by a standard road tractor. The job site should be accessible without hold up or delay. Delay in job access could result in an up charge.

Note: Foundation footers are quoted on dirt or grass assuming no large rocks or other obstacles exist below grade. All buried lines or cables should be verified by Owner prior to footer installation.

Please note if it is not in the specifications, scope of work or proposal it is not included in the above purchase price. Final design may change to meet code compliance.

IN GOD WE TRUST

SPECIFICATIONS
24' x 36' VA Classroom Facility

FRAME:	12" Outrigger frames Detachable Hitches
FLOOR:	Joist: 2x8 Perm & joist on 16" centers Decking: 3/4" Single tongue & grooved plywood decking Flooring: 1/8" vinyl block tile throughout 4" Vinyl base molding throughout .040 Asphalt bottom board
WALLS & PARTITIONS:	Wall Height: 8' 2x6 Studs on 16" centers – exterior walls Wall covering: 5/8" Type X fire rated vinyl covered gypsum Standard molding package (2) Teacher's storage closet per print (2) 36"x80" Solid doors with steel jambs and keyed locks
ROOF:	Truss: Transverse Sheathing: 7/16" 4'x8' EPDM underlayment Roof Covering: 45 mil EPDM black rubber roof Ceiling: T-grid acoustical Ceiling Height: 8' Attic ventilation as required per code Hurricane straps Tie downs
EXTERIOR:	Siding: Hi-ribbed steel Trim: Hi-ribbed steel Skirting: Hi-ribbed steel
EXT DOORS:	(2) 36"x 80" Steel doors with steel jambs, closures, 6"x30" view block and construction cores (2) Panic hardware

WINDOWS: (3) 36"x60" White vinyl frame vertical slide insulated with insect screens
(3) Aluminum mini blinds

ELECTRICAL: (1) 200 amp single phase load center
T-grid LED light fixtures
(2) LED Porch lights with photocell
Emergency lights/exit signs with battery backup as required by code
Exterior weatherproof recepts as required by code
12-2 Romex wiring with MC cable wiring above T-grid
Recepts and switches as required by code
Junction boxes located as needed by school (wiring or equipment not included)
ALL ELECTRICAL CONNECTIONS ON SITE TO BE HANDLED BY OWNER

HVAC: (1) 3 Ton wall mount Bard HVAC unit with CRV
Heat type: 10 KW
(1) 7 day programmable digital thermostat
Overhead supply duct

INSULATION: FLOORS: R-30
WALLS: R-19
CEILING: R-60

PLUMBING: NONE

MISC: (1) Coat hook shelf
(1)4x12 Porcelain marker board w/tray
(1)4x8 Porcelain marker board w/tray
(2)4x4 Tackboards

SEALS: VA

CODE: Educational

**Aries Building Systems, LLC**

Remittance Address:
2900 S. Quincy Street, Suite 425
Arlington, VA 22206

Your ARIES Sales Representative:

Kenneth Kalsch
Phone: 919-819-0786
Email: kkalsch@ariesbuildings.com
Toll Free: 919.819.0786

Quote Date:7-26-24**Customer:**

Customer Name Tazewell County Public Schools
Street Address
City, State, Zip

Contact:

Contact Name Jessica Cox
Phone: 276-988-5511 Ext. 2400
Email: jcox@tcpsva.org

Ship to Address:

Street Address 300 W Riverside Dr
City, State, Zip North Tazewell, VA 24630

Payment Terms: Net 30**Delivery Date (on or about):**

9-15-24

Aries is pleased to present the following preliminary budget for consideration of the modular solution per your bid. Utilizing a new modular buildings, below is the pricing for consideration.

Modular Building Scope of Work & Pricing:

1. Manufacture 2 new 24' X 36' modular buildings per your spec and floor plan attached
2. Remove existing decks and ramps and discard - remove 2 existing 24' X 36 modular buildings and discard
3. Transport new units to site and install units on ABS pads double block with skirting to match the siding (if concrete footings are needed they are extra)
4. Install New aluminum deck system with canopies per attached plan
5. Install gutters with back splashes per spec

Sale Pricing and One Times Costs**Sale Price and One Times:**

\$410,318.00

Lump Sum

Our bid is based on our classification page

Thank you for considering the Aries Building Systems, and please do not hesitate to reach out with any questions or additional clarifications as needed.

Ken Kalsch
Territory Sales Manager -Mid Atlantic
Aries Building Systems, LLC
kkalsch@ariesbuildings.com
919-819-0786

**Aries Building Systems, LLC**

Remittance Address:
2900 S. Quincy Street, Suite 425
Arlington, VA 22206

Your ARIES Sales Representative:

Kenneth Kalsch
Phone: 919-819-0786
Email: kkalsch@ariesbuildings.com
Toll Free: 919-819-0786

Quote Date: 7-26-24

Clarifications:

- Customer is required to provide unimpeded access to the site. The site must be level with no obstructions above or below grade.
- Customer to provide obstruction free truck access to the site and properly graded site for unit's installation. The site must be level with no obstructions above or below grade. Installation pricing assumes floor height not to exceed 42" above finish grade. Customer to provide a suitable staging area for the delivery of modular units to site. Aries subcontractors will exercise care in the performance of their Work. If damage to asphalt, concrete or other site damage occurs due to site conditions at the time of delivery and installation of the modules by truck, all site restoration will be the responsibility of the Owner.
- Unless otherwise specified, excludes prevailing wages
- Excludes fire alarm, low voltage and fire suppression.
- Excludes plumbing and electrical intermodular connections and lines connection to electric, water and sanitary mains and temporary utilities.
- Excludes the relocation of any underground utilities that may interfere with Aries Scope of Work.
- Excludes the excavation and removal of classified fill for foundations only. Aries shall not be responsible for any environmental and/or subsurface conditions.
- All proposals and quotes are subject to Aries customer credit approval and available inventory. Standard payment terms are 50% down 40% at delivery and 10% net 10 days after install is complete, subject to credit status.
- This proposal is subject to the parties executing Aries standard purchase agreement.
- All changes to this proposal must be agreed to in writing by Aries senior management.
- Any work or modifications not specified herein will be considered extras and subject to price increase.
- Aries subcontractors will exercise care in the performance of their Work. If damage to asphalt, concrete or other site damage occurs due to site conditions at the time of delivery and installation of the modules by truck, all site restoration will be the responsibility of the Owner.
- State and local sale taxes are not included and are Customer's responsibility upon demand if applicable.
- This Proposal is based solely upon the Scope of Work contained herein. Any work or modifications not specified herein will be considered extras and will be a change order to the Contract. Change order Work to proceed after Customer's written acceptance.
- Aries shall not be held liable for any impacts, delays, labor overruns, material overruns and/or cost overruns related to its work stemming from the current flu epidemic, and/or COVID-19 (Coronavirus epidemic) as defined by the United States Centers for Disease Control and Prevention. Aries shall further be entitled to a change order for any and all time and costs associated with said epidemic(s).



Aries Building Systems, LLC, ("Aries")
BID CLARIFICATION(S)/EXCEPTION(S)

Tazewell County Public Schools
INVITATION TO BID
(2) Modular Buildings and Decking at Tazewell Intermediate School

THIS PROPOSAL/ SOLICITATION RESPONSE IS SUBMITTED BY ARIES CONTINGENT UPON THE FOLLOWING UNDERSTANDINGS:

1. If bid is awarded to Aries, the Parties shall execute a Sale Agreement with mutually acceptable terms. Title shall not pass until Aries receives payment in full of contract value without offset or abatement of any kind.
2. The Aries Proposal/Bid shall be made a part of the Contract Documents, including this Bid Clarification/Exceptions document.
3. For newly manufactured Equipment or custom-built Equipment, the drawings, specifications, submittals, opinions, and any other referenced design ("Specs") will be used to create engineered final drawings which require approval from all Parties prior to production ("Final Drawings"). Any conflict or contradiction between the Specs and the Final Drawings will be resolved in favor of the Final Drawings. The process of obtaining all requisite submittals and customer approvals for creation of Final Drawings may affect production and performance time. Aries's performance time shall be equitably adjusted based on Buyer's submittal/approval delays. Should any modification or customization be included in the Work, Work will commence after Seller receipt of customer approved final drawings (the "Commencement Date") and will diligently pursue to substantial completion within a commercially reasonable time (the "Contract Time"), with all "punch list" work completed within sixty (60) days following the date of Substantial Completion. The Work is deemed Substantially Complete when (i) all Work, excepting only minor punch list items, is complete, and (ii) the is capable of being beneficially used as intended ("Substantially Complete" or "Substantial Completion").
4. The Total Price does not include costs related to site preparation or utilities. The Total Price does not include costs which may arise as a result of unknown, latent, or hidden conditions, rock removal, dewatering of site, or hazardous waste remediation/removal, inadequate soil pressure and leveling, or removal of any other site obstructions. The Total Price does not include telecommunications equipment or services as part of its offered product or services.
5. Any required bonds and insurance supplied by Aries shall be maintained until Buyer's acceptance.
6. When the payment of Prevailing Wage is required, this requirement applies only to workers and laborers who perform onsite during the installation of the Equipment.
7. **TAXES.** Buyer shall be responsible for all sales and taxes which are not covered by a valid tax exemption certificate.
8. **PERMITS.** Unless otherwise provided for in Aries bid proposal, Aries will provide transportation permits. Site permits or permits for nonstandard delivery or setup may result in extra charges to Buyer.



Aries Building Systems, LLC
17225 El Camino Real, Ste. 260
Houston, TX 77058

-
9. **INSURANCE.** Aries will provide specimen COI with bid submission to indicate applicable insurance coverage included with bid/proposal.
 10. **WARRANTY.** The warranty by Contractor in respect to the Equipment is as set out in the formal Warranty Certificate supplied by Contractor to the Buyer and subject to the terms of such Warranty Certificate. The Warranty in respect to performance of work is as provided in Aries responsive bid proposal, including Aries Sales Agreement.

ROOF/CEILING SECTION:

1.00 Truss Spacing @ 24" O.C.
(UT12w) Transverse Truss (Engineered Truss)
20#
Snow Load Only as Required
Roof Load Only as Required
7/16" x 4 x 8 EPDM underlayment
Roof Covering: 45 mil. Black EPDM (DOUBLE WIDE)
9"peel & stick Black mate-line tape
{FOIL FACED INSULATION unless specified otherwise in the insulation section - Also Note that the Ceiling Height Is Assumed 6" lower Than The Interior wall height On All Standard Applications / MC Cabling Is The Minimum Raceway Required For A T-Grid Ceiling Application And Will be Used Unless A More Stringent Option Is Listed In The Electrical Section}
Ceiling Finish: 2' x 4' T-grid (Acoustical)
Ceiling Finish Is 8'0" Above Finished Floor
36.00
{This Beam Will Be Constructed From 4-Layers Of 3/4" Structural Grade Plywood Installed as Required And Fastened as Per Approved Fastening Schedule}
4-Layer 24" Ridge-Beam Construction:
1.00 No Overhang/Projection on the Roof
(No attic ventilation is required)
No attic ventilation is included

PLUMBING SECTION:

1.00 Restroom Description: Single-Station Handicap RR
1.00
{Includes A Standard Faucet & Mirror}
Standard Lavatory (Wall Mount Type)
1.00 Handicap Sink Protection - Sock for P-trap
1.00
{Includes a Standard Toilet Paper Holder; Unless An Upgraded Toilet Paper Holder Is Listed}
Water Closet Type: HC Accessible with VA Grab Bars
1.00 Instantaneous Water heater
Supply Lines Are CPVC
{Please Note That All Manifolding Is Done On-Site By Others}
Drain/Waste Lines Are PVC

ELECTRICAL SECTION:

1.00 Panel Type: Standard 200 AMP 240V
12.00
Standard "T-Grid Type" LED Light Fixtures
Special Item:
2.00 Standard LED Type Porch Light With Photo-Cell
2.00 OCCUPANCY SENSOR
2.00
{QUANTITY SHOWN IS BUDGETED, ACTUAL QUANTITY WILL BE AS REQUIRED AFTER REVIEW AND PER THE FINAL APPROVED CUSTOMER DRAWING}
Combo Dual Head Emergency Light / Exit Sign
2.00

{Exterior Type To Match Porch Lights}
Double Exterior Emergency Light Remote Heads
6.00
{These Junction Boxes Will Be Stubbed-up into The Attic Cavity
for T-grid Unless Otherwise Instructed By The Customer On The
Print & Stubbed Into The Crawl Space On All Other Ceiling
Types Unless Otherwise Instructed; All Boxes & Conduit Are
Empty, All Wiring & Devices For Monitoring, Alarms & Security
Are Entirely By Others}
2" x 4" Junction Box With 3/4" Conduit (Standard)
1.00 Combination- 100CFM Exhaust Fan With 60 Watt Light
{Standard}
110 Volt Receptacles @ Approximately 12' O.C.
Receptacles / Switches / Covers are White
1.00
{GFI= Ground Fault Interrupter}
GFI Receptacles As Required (See Print)
1.00
{In Use Type}
Exterior Use GFI With Weather-Proof Cover
1.00 Heat Tape Receptacle
Standard Race-Way: 12-2 Romex Wiring
Race-Way: M.C. Cable Wiring Only Above The T-Grid

HVAC SECTION

1.00 3 Ton Wall Mounted Unit With 10kw Heat Strip
1.00 CRV Device To Be Installed In Wall Mounted Unit
32.00
{Oversized as Needed}
Linear Feet of Fiberglass Supply Duct with Grilles
26.00 Linear Feet of Fiberglass Return Duct with Grilles
1.00 7-Day Programmable T-Stat (HVAC)
6.00 STD 2' x 2' Supply Grilles for T-grid Ceiling
1.00 6" Supply Grille for T-Grid Ceiling RR
3.00 2' x 2' Return Air Grilles for T-grid Ceiling

CABINETS & FURNISHINGS

No Cabinetry Quoted
1.00 4' x 12' porcelain marker board with tray
1.00
SHIPS LOOSE
4' x 8' porcelain marker board with tray
2.00 4' x 4' Standard Tack Board With Aluminum Frame
1.00
COAT HOOK SHELF (PER PRINT)
Special Items:

EXTERIOR SECTION:

Smart Panel Siding (Double Wide)
120.00
****MASARD TO FOLLOW ROOFLINE****
Smart Panel Siding Mansard
{All wrap installed right side up & in a shingled fashion}
Standard House Wrap Installed 100%

WINDOWS SECTION:

3.00

{Standard Colors Only}

Aluminum Mini-Blinds

3.00 36x62 VS White Vinyl Frame & Low E Ins Glass

EXTERIOR DOORS:

2.00 36"x80" Steel/ Steel Exterior Door w/ 6"x30" VB

2.00 Standard Closure

2.00

****GRADE 1 w/ CONSTRUCTION CORE****

Standard Panic Hardware

INSULATION SECTION:

(Requires 2" x 6" minimum exterior walls)

Exterior Wall Includes R -19

Floor Includes R-30

Roof Includes R-60

R-11 Sound Reduction Batts In All Interior Walls

Skirting

Smart Panel

August 12, 2024

SUBJECT: **Approval of Standards of Quality (SOQ) Compliance Report**

ENCLOSURE: SOQ Verification Report

SUMMARY: Section 22.1-98 of the Code of Virginia, paragraph K, requires that the division superintendent and the local school board chairman certify the total number of teaching days and teaching hours in each school year. The SOQ Compliance Report also verifies full compliance with all of the standards related to the requirements of the Code of Virginia § 22.1-253.13:1 and other miscellaneous reporting requirements.

RECOMMENDATION: That the Tazewell County School Board certify that the school division is in full compliance with all of the Standards of Quality for Public Schools in Virginia and that the information reported in the non-standards module of the report is accurate.

VERIFICATION REPORT

Compliance with the Standards of Quality and Other Reporting Requirements

SECTION 1: STANDARDS OF QUALITY

For the 2023-2024 school year, we certify that division Tazewell County is in full compliance with all of the standards related to the requirements of 22.1-253.13:1 et seq. of the Code of Virginia (Standard of Quality for Public Schools in Virginia.)

STANDARD 1 : INSTRUCTIONAL PROGRAMS SUPPORTING THE STANDARDS OF LEARNING AND OTHER EDUCATIONAL OBJECTIVES.

STANDARD 2: INSTRUCTIONAL, ADMINISTRATIVE AND SUPPORT PERSONNEL

STANDARD 3: ACCREDITATION, OTHER STANDARDS AND EVALUATION

STANDARD 4: STUDENT ACHIEVEMENT AND GRADUATION REQUIREMENTS

STANDARD 5: QUALITY OF CLASSROOM INSTRUCTION AND EDUCATIONAL LEADERSHIP

STANDARD 6: PLANNING AND PUBLIC INVOLVEMENT

STANDARD 7: SCHOOL BOARD POLICIES

STANDARD 8: COMPLIANCE

VERIFICATION REPORT

Compliance with the Standards of Quality and Other Reporting Requirements

SECTION 2: OTHER NONSTANDARDS

I. We certify that the data reported in the Nonstandards module of this report are accurate. These data include:

- a. Year-Round Instructional Program Waiver for the 2024-2025 School Year
- b. Compulsory Attendance and Truancy for the 2023-2024 School Year
- c. Teacher Employment Provisions for the 2023-2024 School Year
- d. School Accountability and Accreditation Requirements for the 2023-2024 School Year
- e. Length of Term Certification for the 2023-2024 School Year
- f. 140 Clock-hour requirement waiver policy adopted by the school division
- g. Charter Schools Certification for the 2023-2024 School Year
- h. Textbook Adoption Certification for the 2023-2024 School Year
- i. Early Reading Intervention Initiative for the 2024-2025 School Year
- j. Tuition Certification for Governor's Schools and Foreign Language Academies for the 2024-2025 School Year
- k. Algebra Readiness Initiative for the 2024-2025 School Year
- l. Virginia Preschool Initiative Program requirements
- m. Math/Reading Specialist Initiative and Early Reading Specialist Initiative programs for the 2023-2024 School Year
- n. Internet Use Policies Certification for the 2023-2024 School Year

Signature _____

(Chairman, School Board)

Date _____

Division Superintendent/Authorized Designee Signature_____
Contact Person Signature_____
Dr. Christopher Stacy_____
Christopher Stacy_____
Division Superintendent Name_____
Contact Name_____
Date_____
Telephone Number

506 Jeffersonville Street
Tazewell, VA 24651-5396
Phone (276) 988-5511
Fax (276) 988-1976
www.tcpsva.org



School Board Members
Chris Moir, Chair
Donna Whittington, Vice-Chair
Irene Mullins
Erik Robinson
David Woodard

August 12, 2024

SUBJECT: **Approval of Appalachian Umpires Association (AUA)
Baseball/Softball Contract**

ENCLOSURE: AUA Contract

SUMMARY: Mr. McGee, Director of Secondary Education, will ask for approval of the Appalachian Umpires Association contract for Baseball and Softball.

RECOMMENDATION: That the Tazewell County School Board approve the Appalachian Umpires Association Contract for baseball/softball.



Tim D. Salyer
9140 Wagner Road
Bristol, VA 24202
423-340-1324

July 1, 2024

Dr. Christopher Stacy,

Enclosed you will find the Appalachian Umpires Association (AUA) Baseball/ Softball contract for the year 2025.

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,

A handwritten signature in blue ink, appearing to read 'Tim D. Salyer', written in a cursive style.

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 School Richland High School Tazewell High School

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, 2024 to June 30, 2025. 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 02/1/2024.
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

President of the Appalachian Umpires Association

Date

Appalachian Baseball/Softball Umpires Association 2025 Pay Scale

Tim Salyer
9140 Wagner Road
Bristol, Va. 24202
423-340-1324
rossct@bvu.net

Due Date for Schedule February 6, 2025

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	\$90.00
Pay per umpire of 2 scheduled games	
(2 five innings)	\$130.00
(1 five inning 1 seven)	\$140.00
(2 seven innings)	\$150.00

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	\$175.00

Number of officials for Regional Softball games	3
Number of officials for Regional Baseball games	4
Pay per umpire for Regional Games	\$95.00

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 _____

506 Jeffersonville Street
Tazewell, VA 24651-5396
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www.tcpsva.org



School Board Members
Chris Moir, Chair
Donna Whittington, Vice-Chair
Irene Mullins
Erik Robinson
David Woodard

August 12, 2024

SUBJECT: **Approval to participate in continued activities of the Regional Alternative Education Projects for 2024-2025**

ENCLOSURE: Assurances form for Regional Alternative Education Projects for 2024-2025

SUMMARY: Board approval is required for Tazewell County Public Schools to participate in the continued activities of the Regional Alternative Education Projects for 2024-2025. Mr. McGee will be asking for that approval.

RECOMMENDATION: That the Tazewell County School Board approve Tazewell County Public Schools to participate in the continued activities of the Regional Alternative Education Projects for 2024-2025.

Assurances

Participating Division

Fiscal Agent School Division: **Tazewell County Public Schools**

Regional Alternative Education Projects 2024-2025

As a participating school division in the regional alternative education program, Tazewell County certifies that we have the approval of said school board to participate in the continued activities of the Regional Alternative Education Projects for 2024-2025.

School Division	Tazewell County
Division-Superintendent/Designee	Christopher B. Stacy, Ed. D.
Date	
Signature	

Note: Return the assurance page to the regional alternative education project director in the fiscal agent school division. The signed assurances from each participating school division should be retained on file in the fiscal agent school division.

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David Woodard

August 12, 2024

SUBJECT: **Approval of the 2024-2025 Transportation Handbook**

ENCLOSURE: 2024-2025 Transportation Handbook

SUMMARY: Marcella Keene, Transportation Manager, will ask for Board approval of the 2024-2025 Transportation Handbook. (No changes have been made since the last school year.)

RECOMMENDATION: That the Tazewell County School Board approve the 2024-2025 Transportation Handbook.

Tazewell County Public Schools Transportation Handbook



2024-2025
Transportation Team

Revised 7/19/2024

I. GENERAL

1. Purpose

The purpose of this handbook is to outline, in general, the guiding principles to be used as a Tazewell County School Bus Driver. Thoroughly trained people observing good driving practices are essential to the successful operation of school buses. This handbook will help the driver become a better driver and will help him/her to keep the bus in the best mechanical condition. It will also serve as a guide to help the driver perform his/her duties under all conditions in a better manner. The handbook is not intended to give the driver all the answers, but to provide beneficial knowledge that will assist him/her to perform his/her duties efficiently and be familiar with the policies of Tazewell County Public Schools.

2. Relationships and Responsibilities

Many agencies work together in providing maximum efficiency in the public school. Bus drivers are key people in carrying out policies and practices in the school system. They must maintain a cordial relationship with all agencies and all people involved. Drivers must conduct themselves in a manner that will bring credit to the school system and to themselves. Their actions and attitudes must command the confidence and respect of all. Bus drivers are entrusted with the safety of our students. **They are responsible for the bus and the child as a passenger.** They must keep the proper school officials informed concerning matters affecting school bus operation on their assigned route.

II. CONTRACT FOR PUPIL TRANSPORTATION

School Bus Drivers are subject to the authority of the school board. They perform under the supervision and control of the division superintendent, manager of transportation, and the principals of the schools they serve. Drivers agree to transport only pupils and persons authorized by the school board in buses while meeting all requirements of the Department of Education, under the following conditions, to-wit:

1. To comply with federal laws and regulations; state laws and regulations; Virginia Department of Education regulations, standards, practices and procedures; applicable

statutory requirements; **Board of Education regulations**; administrative policies; and policies set forth by Tazewell County Public Schools.

2. To operate the bus over the assigned route and make no change unless authorized by the Transportation Manager.
3. To wear the driver's safety belt at all times while driving.
4. To stop in the right-hand lane of the highway for receiving or discharging pupils at designated stops only at points where the bus can be seen for a safe distance from both directions. No student is to be allowed to cross a divided highway after a stop.
5. To exercise every possible care for the safety and comfort of the pupils in route.
6. To permit no pupil to ride on the outside of the bus or with head, hands, or arms out of the windows.
7. To complete and record all AM and PM pre-trip inspections of the school or activity bus.
8. Report in writing any needed repairs on a driver's report of defects on a defective school bus form or report on the computer.
9. To govern the speed of the school bus according to speed limits established by Federal and Virginia State laws, VDOE, and TCPS policy for a school bus. **TCPS will enforce a maximum safe speed for any school bus on Tazewell County rural roads at a limit of 45 mph. Trip drivers may travel 60 miles per hour on Interstate Highways. (Tazewell County does not have Interstate Highways). (Regulation 8V-AC 20-70-30)**
10. To come to a full stop when approaching a railroad crossing and to look and listen carefully to determine when it is safe to cross the tracks.
(Regulation 8 VAC 20-70-170)
 - A. School buses shall stop as required by law at 15 to 50 feet of the railroad crossing.
 - B. The 4-way hazard lights shall be activated when approaching the railroad track crossing and deactivated before crossing the track.
 - C. The bus driver shall turn off all noisy equipment (including the radio), open the entrance door of the bus, and determine when it is safe for the vehicle to cross the railroad tracks.
 - D. The entrance doors shall be closed when the bus is in motion.
 - E. Stopping is not required at any railroad track crossing where traffic is directed by a police officer or rail road official.

11. To maintain discipline and report all cases of disobedience to the school principal.
12. In case of breakdown, place bi-directional reflective triangles on the highway according to law, and immediately notify school authorities. To keep the pupils on the bus until it is repaired, unless conditions justify evacuation or transfer to another bus.
13. To refrain from prohibited use of alcohol or illegal drugs, tobacco, profane and unclean language, and direct pupils to conduct themselves likewise.
14. To make all reports, and attend meetings and training sessions required by school authorities and or Virginia Department of Education.
15. To be accountable for bi-directional reflective triangles, first-aid kit, body fluid kit and fire extinguisher.
16. **To prevent any object being placed on the bus that will restrict passageway to entrance or emergency exits. Trash Cans cannot block the passageway and no loose items up front or behind the driver's seat.**
17. To successfully pass all requirements of an annual School Bus Application for Physicians Certification. **(Code of Virginia 22.1-178)**
18. To refrain from using any wireless telecommunication device, whether handheld or otherwise, while operating the school bus or when the school bus is in motion. In case of emergency, a driver may dispatch via a wireless telecommunication device from a lawfully parked school or activity bus.
19. To follow accident procedures as outlined in the driver's handbook.
20. The employees of Tazewell County School Board, whether full-time or part-time, permanent or temporary, may be suspended for good and just cause. **(Refer to Tazewell County Public Schools employee policy GCPE.)**
21. The School Board reserves the right to change or discontinue a bus route, move a driver to a new route, or cancel the contract with the driver when deemed necessary or for the best interest of the school system.

III. LICENSE REQUIREMENTS

As of July 1, 2019, drivers of a yellow school bus or activity bus with a capacity greater than fifteen (15) passengers and driver must complete the following requirements:

1. **Complete twenty-four (24) hours of CDL instructional training (*classroom*)** by a Tazewell County Public Schools school bus driver trainer. (Employees who have transferred from a Virginia school system may submit training records from that system if they have driven within the past twelve months.)
2. **Complete twenty-four (24) hours of behind the wheel driving** to include **ten hours unloaded and fourteen hours loaded** with a TCPS school bus driver trainer.
3. Pass DOT pre-employment drug and alcohol tests, background check, and provide letters of recommendation.
4. Adhere to all requirements of the Virginia DOE School Bus Driver's Application for Physician's Certification.
5. Be trained and certified in CPR and First Aid and carry certification cards.
6. Supply a copy of a driver's license, the DMV driving record, and maintain good standing.
7. Pass Virginia written and road skills test for a CDL Class B license with endorsements of P, S and Air Brakes.
8. Complete All Training required.

As of July 1, 2019, drivers of activity buses with a capacity of eleven to fifteen passengers must complete the following requirements:

1. Complete 24 hours of CDL instructional training (*classroom*) by a Tazewell County Public Schools school bus driver trainer. (Employees who have transferred from a Virginia school system may submit training records from that system if they have driven within the past twelve months.)
2. Complete six hours of behind the wheel driving to include one hour unloaded and five hours loaded with a TCPS school bus driver trainer.
3. Pass DOT pre-employment drug and alcohol tests, background check, and provide letters of recommendation.

4. Adhere to all requirements of the Virginia DOE School Bus Driver's Application for Physician's Certification.
5. Be trained and certified in CPR and First Aid and carry certification cards.
6. Supply a copy of a driver's license, DMV driving record, and be in and maintain good standing.
7. Pass Virginia written and road skills test for endorsements of P and S added to a standard driver's license.

IV. DEPARTMENT OF EDUCATION AND LOCAL POLICY

1. All drivers (contract, substitute, and coach) must submit to testing for alcohol and controlled substances to be in compliance with the Omnibus Transportation Employee Testing Act of 1991 (Public Law 102-143, Title V) as amended and 49 CFR Parts 40 and 382. **(8 VAC 20-70-280. Part 6). The driver must report immediately and will not be dismissed until testing is complete. The driver is not allowed to leave the testing site.**
2. **School bus stops:**
 - A. Children are expected to be at the designated bus stop five (5) minutes prior to the scheduled arrival of their bus to minimize the stopping time of the bus.
 - B. Bus stops will be a minimum of one tenth (.1) mile apart unless unusual circumstances apply. (Example: accommodations for handicapped students)
 - C. Stops shall be established, when possible, at least 300 feet away from blind turns or hill crests.
 - D. Stops shall not be made within three (3) bus lengths of any intersection. The driver must obtain approval from the manager of transportation to stop at an intersection.
 - E. Students are required to stand clear of the roadway or school driveway when the bus approaches a stop and load in an orderly manner without pushing or crowding.
 - F. Students who cross the road to load onto the bus shall be requested to stand in place **ON THEIR SIDE OF THE ROAD** until the bus is stopped. The driver will motion students to cross the road.
 - G. All students that must cross the road will be required to cross at a distance of ten (10) to fifteen (15) feet in front of the bus.

- H. When **loading the bus**, it is **to remain motionless until students are seated**. Engage AIR PARK BRAKE and put in neutral.
 - I. When **unloading students are to remain seated** until the bus has come to a **COMPLETE STOP**. Engage AIR PARK BRAKE.
 - J. Seat saving and refusal to slide over shall be prohibited.
3. **Bus moving with students on board:**
- A. **Headlamps, marking (clearance) lamps, and strobe lights will be operated at all times when transporting students on the bus.**
 - B. Student passengers will be required to use all bus seats. Three (3) students will occupy a seat unless prohibited by student size.
 - C. No baggage will be transported on a school bus that would restrict seating opportunities for students.
 - D. Live animals will not be allowed on any school bus.
 - E. Playing of radios, bluetooth speakers, use of cell phones, video games, (audio items that can distract drivers), etc. are prohibited on school buses.
 - F. Any person seemingly under the influence of intoxicants or drugs, who attempts to board a school bus, will be denied entry to the bus until such time that a school or officer of the law determines action to be taken.
 - G. Possession of any cutting instrument, such as pocket knives, scissors, and manicuring devices with cutting surfaces, are prohibited on a school bus.
 - H. When traveling in town, a distance of one vehicle's length will be maintained between a bus and the vehicle in front of it.
 - I. Unless the highway is appropriately marked, a bus will not stop to take on or discharge passengers if it cannot be clearly seen for a distance of 300 feet.
 - J. If a bus is required to cross a railroad track, it will cross in the right hand lane of a highway.
4. **It is the duty of the driver to:**
- A. Keep the elementary students separated from the middle school and high school students. Elementary students are to be seated in the front of the bus.
 - B. Never have passengers on the bus when fueling.

- C. Keep the bus clean, neat, and orderly, which includes cleaning the windows inside and out. Buses should be **swept daily**. If a **small trash container** is on the bus, **it must be secured at the front of the bus**.
- D. **To keep fuel in the bus. Never let the bus go below half tank of fuel.**
- E. Take the bus to the garage, as scheduled, **every 45 calendar days** for preventative maintenance. A **schedule will be posted at each garage** for the day of inspection. Drivers should be prepared to take a spare bus during service.
- F. Park the bus at a place designated by the manager of transportation. Make sure all windows and doors are securely closed after all runs are completed. **Keys in lock box under the hood**.
- G. Be on the bus when the first child boards, and remain on the bus while children are on the bus.
- H. Never leave the bus until the motor is off, placed in the proper gear, and the parking brake is set. When parking, empty the air tank and engage spring brake.
- I. Return any student that is in Pre-K – 2nd grades to their home school if a parent, guardian, or older sibling is not present at the bus stop. Verify with the school that no one is available to receive the student before returning.
- J. Complete and turn in all payroll forms on the 1st and 16th of each month. Turn in monthly reports on the 1st of each month. Submit payroll forms and monthly reports at your local garage payroll box or submit online.
- K. Report ALL accidents to the transportation manager or designee immediately, and complete all necessary reports.
- L. Install chains on the bus during inclement weather (weather that causes the road to be dangerous due to snow or ice).

Note: It is the driver's decision to travel or not to travel a route during inclement weather. If a driver determines that a route may endanger the life of a student or their own life, the driver can choose not to travel a route. However, this is appropriate only after the driver has taken every precaution to attempt making the run. In the event a driver does not travel a route, immediately notify the transportation office.

- M. Allow only authorized personnel on the bus.
- N. Engage spring brakes any time a bus is parked by emptying the air tanks. (This is to eliminate the chance of a bus roll off by the parking brake being released)
- O. **Return the bus to the garage or lot prior to any scheduled absence.**

5. **The driver should never:**

- A. Pass another school bus.
- B. Cross into oncoming traffic to load or unload students.
- C. Ask the mechanic to set the speed of the governor up on the bus.
- D. Drive with the service door open.
- E. Have any discussion about a student's conduct with anyone other than the principal, transportation department or the student's parents/guardian.
- F. Display any personal information about students on the bus including address, phone numbers, etc. (Keep schedules out of view of unauthorized personnel.)
- G. Leave the key in the switch. (**Note:** Keys should be placed in the lock box when the bus is not in use.)
- H. Wear **open toe** or **open heel shoes** while driving the bus. (**Note:** No house shoes or sandals)
- I. **Never use any wireless telecommunication device, whether handheld or otherwise, while driving a school or activity bus.** In case of emergency, a driver may dispatch via a wireless telecommunication device from a lawfully parked school or activity bus.
- J.

6. **Passenger Conduct**

- A. Inform the students of TCPS rules as outlined in the school calendar.
- B. Remind students each rule is for the safety of all students
- C. The key to success with students is to have professional, friendly, positive, and concerned attitude towards them
- D. Do not take misbehavior personally by keeping control with firm, responsible actions.
- E. Never hesitate to correct behavior and problems. Always be consistent with the punishment.

- F. Never punish the whole group for an individual's behavior.
- G. Never use profane language.
- H. Learn to pick battles that have impact.
- I. Turn in conduct reports the day of the incident.
- J. Work with principals on student behavior matters. (Principals have full power of issuing student discipline)

7. Cell Phone Regulation JFC-R.1 (student)

A. Portable communication devices on regular bus routes

The use or display of portable communication devices on a Tazewell County school bus is prohibited. The device may be transported but must be concealed by the student in a backpack, pocketbook, etc.

B. After-School Activities

The Tazewell County school system will allow the use of portable communication devices after regular school hours (8:00 a.m. to 3:30 p.m.) on a school bus when extra-curricular activities are involved.

V. PROCEDURES FOR ACCIDENTS, EMERGENCIES, AND DRILLS

In the event an accident occurs, immediately contact the manager of transportation or designee. A report will be **completed and turned in to the manager within twelve (12) hours of an accident**. Any driver charged with reckless driving will be suspended until cleared by the court. Any driver involved in an accident will be **required to take a drug/alcohol test immediately**.

When a bus accident occurs, the bus driver must remain alert and anticipate potentially harmful situations that may prompt an emergency. The bus driver will maintain a vigilant awareness of safety for all passengers and not be distracted by visual or auditory influences.

When an accident occurs:

1. Set the parking brake.
2. Turn off the ignition and remove the key.
3. Activate the four-way emergency flashers.
4. Check for injury for yourself and your students.

5. Report the accident to the transportation manager or secretary. If unavailable, contact your local bus garage via bus radio or by cell phone.
 - A. Call out **5070** on bus radio to clear communications.
 - B. Give location and type of accident.
 - C. Notify transportation of injuries.
 - D. Begin first aid if necessary.
 - E. If you know of a student's pre-existing medical condition, please notify transportation.
6. Students should remain on the bus unless:
 - A. There is a threat of fire.
 - B. There is a possibility of a subsequent accident due to the location of the bus.
 - C. There is a possibility of drowning.
 - D. The bus is on the railroad tracks or close to the crossing.
 - E. The bus is in the path of a sighted tornado.
 - F. There are downed power lines.
7. Make sure removing the students would not expose them to speeding traffic or a dangerous environment.
8. **Get a list of names of students to report to the schools.** (Schools will notify the parents)
9. Keep students at the scene of the accident to be checked by local emergency medical service. Once cleared by EMS they may leave for school on another bus or with parents/guardians. Exceptions may be if law enforcement or Tazewell County Schools Central Office personnel directs the students to leave the accident. ****Driver of the second bus must take the names of students riding from the accident for transportation to confirm student location. Also note students leaving with parents/guardians.**
10. As soon as possible place reflective triangles outside the bus to alert other drivers. Place triangles at appropriate distance to allow time for approaching drivers to react accordingly.
11. **Do not move the bus after an accident** unless told to do so by law enforcement personnel.

12. The following data should be collected and made available to the transportation department and other officials:
 - A. Pupils names, schools and addresses
 - B. Information pertaining to the other vehicle and driver
 - C. Witnesses names, addresses, and telephone numbers
 - D. A statement of what took place or what was observed immediately before, during, and after the accident. Statement due into the transportation department within 24 hours.

Next steps:

1. Driver will be taken from the accident for an alcohol and drug test.
2. Driver completes an accident report within 12 hours.
3. An internal investigation will be conducted by the manager of transportation.
4. Driver may be off work during investigation and or until clear drug test results are received.
5. The manager of transportation will conduct interviews of parties present at the accident including, but not limited to, the bus driver, students, other drivers, and witnesses.
6. If an issue is discovered regarding the driver's actions or negligence is suspected, the manager of transportation will request the following:
 - A. New driver's physical by Tazewell County Public Schools.
 - B. Request for DMV review. (MED 3 Form for medical records review, vision examination, knowledge examination and road skills test.)
 - C. Driver retraining and testing by Tazewell County Public Schools Transportation Department.
7. Attendance at an accident review board if requested.
8. Review of testing and training will be discussed with the driver. At this time, a decision will be made about a driver returning back to work.

Emergency situations

1. Stop and secure the bus in a safe area out of traffic if possible.
2. Secure the bus and turn on four-way hazard lights.

3. Evaluate the situation and contact the transportation department or local bus garage.
4. Call **5070** over the radio to clear communication.
5. If an outside threat has occurred, drive to a safe area and call over the radio for assistance. Warn surrounding buses of threat.

Emergency drills

1. Remain alert and anticipate potentially harmful situations that may prompt an emergency.
2. Maintain a vigilant awareness of safety for all passengers and not be distracted by visual or auditory influences.
3. Stop the engine and secure the vehicle.
4. Activate 4 - Way Hazard Lights.
5. Evacuate passengers from the bus to safety as if there is a danger of fire or secondary collision.
 - A. Protect and attend to passengers while waiting for assistance.
 - B. Post warning devices required by law.
 - C. Collect information for reports.
6. Emergency exit drills shall be held, as required by law, **within the first thirty (30) instructional days of first semester**, and any time during the second semester using the following procedures:
 - A. Drills shall take place on school property, when possible, in the safest area of a school driveway or parking lot, out of the mainstream of traffic flow.
 - B. Drills shall be monitored by the school's principal or designee(s) but performed by the driver.**
 - C. Students exiting school buses at emergency exits shall be assisted out of the vehicles by school personnel or mature students.
 - D. Students exiting the bus shall be guided to a safety zone and instructed in the proper action and behavior to ensure personal safety.
 - E. A record of emergency exit drills shall be filed with the transportation office by the school principal within ten (10) days following the drill.

VI. ATTENDANCE

1. Regularity is the key to safety. Drivers are urged to be on their buses every day that their physical health allows. Absenteeism will be monitored closely and appropriate action taken if chronic and unjustified absenteeism occurs.
2. **Any driver off work for a time period of 30 calendar days will be required to have a drug test before returning to work.** (A driver must wait until we have results before returning.)
3. In the event of sickness or emergency requiring the use of a substitute driver, the substitute is to be selected by the manager of transportation or designee(s), not the driver.
4. If a driver knows in advance he/she will need to be absent from work, the following procedure should be followed:
 - A. **Request the day or days off at least two (2) weeks in advance** if possible to the date or dates needed. (Complete a request to be absent for personal leave-yellow form).
 - B. **Follow up by contacting the transportation office within three (3) days prior to the first day of absence.**
5. If a driver has a sickness or an emergency that requires being absent from work, a driver must contact the transportation manager prior to **11:00 p.m.** or no earlier than **5:00 a.m.** (unless this is an extreme emergency).

VII. REPORTS

1. School bus schedule – Examples are provided in the driver packet. This report will be due within the **first four (4) weeks of school**. After the schedule has been approved, one copy of the schedule will be kept on the bus (not posted) and should be closely followed. Direction to the first stop and pick up time must be included with this schedule.
2. Six- point mileage – report will be due within the **first four (4) weeks of school on the same day**.
3. Trip sheet – Upon completion of a trip, the driver will provide the information required on the form and return the trip sheet to the payroll box at his/her local garage no later than the 1st or 16th of each month. The coach or trip sponsor must provide a signature

approving charges on the trip sheet. (See Payroll and Deductions – Article VIII Number 4).

NOTE: No trip shall be made unless assigned by the Transportation Dept.

4. Monthly count sheet – monthly count sheet is to be turned in at the garages on the 1st day of each month. If the 1st is on a weekend, the report is to be turned in on the next school day. During holidays, due dates may change. Notice will be provided at each garage specifying the date the report is due.
5. Time sheets – Time sheets are to be turned in at the garage or on-line the **1st and 16th day** of each month **no later than 10:00 a.m.** (See Payroll and Deductions, Article VIII Number 4). If the 1st or 16th is on a weekend, the report is to be turned in on the next school day. During holidays, due dates may change; a notice will be provided at each garage specifying the date the report is due.

VIII. PAYROLL AND DEDUCTIONS

1. Drivers are contracted for ten (10) months and are paid on the last working day of the month and the fifteenth (15th) of each month beginning on September 15, and ending on June 30, unless dates are altered due to holidays, weekends, or year end. In the event payroll is changed, a notice will be posted at your local garage. There are twenty (20) pay periods in a calendar year for contracted drivers.
2. During the **2024-2025 school year**, a regular driver will be contracted for five (5) hours a day for 195 days. Special Needs and Vocational Drivers will be contracted for (7.5) hours a day for 195 days. The School Calendar will be as follows:

Total of 4 work days

- 1- Opening meeting August 9th 8:30 am to 1:30 pm (replaces Aug. 14th)
- 2- Video training to be completed by November 1st
- 3- Mid-Year Meeting February 17th 8:30 am to 1:30 pm
- 4- Closing meeting (TBA) (replaces May 27th)

**Tazewell County Public Schools
Tazewell, Virginia
Calendar for Bus Drivers (195 Days)
2024-2025**

Ending date is subject to change due to make-up dates for inclement weather.

195 days per year

Month	Day	Description	Instructional Days	Work Days	Paid Holidays	Staff Appreciation
August	14	Teacher Workday		1		
	15	First Day of School	12			
September	2	Labor Day – Paid Holiday	20		1	
October			23			
November	1	Teacher Work Day		1		
	4-5	Fall Break				
	27-29	Thanksgiving Break	15			
	28	Thanksgiving Day – Paid Holiday			1	
December	23-31	Winter Break	15			
	25	Christmas Day – Paid Holiday			1	
January	1	New Year's Day – Paid Holiday			1	
	2-3	Staff Appreciation Days				2
	6	Staff/Students Return				
	20	Martin Luther King, Jr. Day – Paid Holiday	19		1	
February	17	Teacher Work Day	19	1		
March			21			
April	18	Good Friday – Paid Holiday			1	
	21-22	Staff Appreciation Days (Guaranteed)				2
	23	Last Day for Students	19			
May	26	Memorial Day – Paid Holiday			1	
	27	Teacher Workday	17	1		
		Total Days	180	4	7	4

Paid Holidays:

Labor Day
Thanksgiving Day
Christmas Day
New Year's Day
Martin Luther King, Jr. Day
Good Friday
Memorial Day

Calendar Summary:

180 Instructional Days
7 Paid Holidays
4 Work Days
4 Staff Appreciation Days
195 Total Days

Dear **Classified Employee**,

We hope this message finds you well. As part of our ongoing commitment to transparent communication, we want to bring to your attention an important aspect of our leave policy that may impact your understanding of the accrual process.

Accrual Process Clarification:

While your paystub may reflect the **advancement** of **ALL** leave for the entire contracted work period, it's crucial to understand that leave accrual is earned on a monthly basis.

Clarification Points:

1. **Accrual Period:** Leave is accrued monthly based on your active service during that specific month.
2. **Rate:** Employees earn one sick day for each month worked.
3. **Annual Entitlement:** The total annual allocation of leave is an accumulation of the monthly **earned** days throughout the school year.

Additional Benefits:

- In addition to sick leave, employees may also earn three (3) personal leave days per year.
- The accrual rate for personal leave days' ranges between .25 to .30 per month, depending on whether it is a 10, 11, or 12-month employment period.
- Twelve-month (ONLY) employees may also earn vacation days. The accrual rate for vacation is approximately .75 per month.

Example:

- If you work the full month of September, you will earn one sick day for September.
- If you work the full month of October, you will earn another sick day for October.
- This process continues throughout the school year, accumulating a total of 10 sick days by the end of the 10-month work period, 11 sick days by the end of the 11-month work period, and 12 sick days at the end of the 12-month work period.

Next Steps:

- Please review your paystubs and take note of the **pay period end date** (not the pay date of the check) **for leave balance at the end of each pay period**. It is your responsibility to keep up with the number of days earned and the number of days you have already used.
- If you have any questions or concerns, feel free to reach out to our Payroll Clerk, Vickie Lester, at 276-988-5511 Ext 2270

We appreciate your dedication and hard work as a valuable member of our team. This clarification is intended to ensure that you have a clear understanding of the leave accrual process.

3. Drivers, including substitute drivers, may set up a direct deposit to their bank for payroll disbursement. Drivers may contact Vickie Lester, payroll department, by calling 988-5511, Ext. 2270, to have this completed. If you are paid by check, you are reminded of the following:
 - A. A stop payment for a lost check will not be issued until ten (10) days after the date the check was issued.
 - B. After a stop payment has been issued, it takes an additional seven (7) days to issue a replacement check.
4. If time sheets, or required monthly reports, are not received in the transportation office on the first (1st) or sixteenth (16th) of each month, your paycheck may be delayed. The following procedure will be followed with late time sheets and required monthly reports:
 - A. The first time paperwork is late, a written notice will be issued to the driver/mechanic stating the procedure of turning in paperwork and the date paperwork is due.
 - B. The second time a report is late, payroll will not process your payment or paycheck until the next pay period.
5. Drivers/Mechanics may be docked absent with no sick or approved personal days.
6. Tazewell County Public Schools has an absentee program called AESOP. Absentees must be reported and logged in the computer by the Transportation Department on a daily basis. Drivers and mechanics need to contact the transportation office to confirm time off.

IX. PERSONNEL

1. Personal leave – Each full-time employee is entitled to three (3) days of personal leave each year in addition to sick leave. An advance absentee notice needs to be recorded on the (yellow) sheet. Unused personal leave days will be accumulated as sick leave.
2. Any employee missing a **staff development must make up that training** to comply with the **Virginia Department of Education's requirement of staff development**.
3. An employee planning to take personal leave shall notify the transportation office in writing as far in advance as possible.

A. Limitations

- a. Personal leave for the contract year is credited at the beginning of each contract year.
 - b. A **personal leave request will not be granted** during the following periods or circumstances:
 - i. The first five (5) instructional days and the last five (5) instructional days of the school year.
 - ii. When in the judgment of the Transportation manager or designee a qualified **substitute cannot be secured.**
4. Exceptions to these limitations must be submitted in writing by the employee to the Manager of Transportation. If the manager agrees to the exception, the request will be forwarded to the Deputy Superintendent. Granting of the exception will be at the sole discretion of the superintendent/designee.

IX. ASSIGNMENTS

1. Employee responsibility will be assigned by the transportation manager based on attendance, work performance, safety record, and seniority.
2. Assignments may include, but are not limited to, the following:
 - A. New contracts
 - B. New routes
 - C. Special needs and vocational contracts
 - D. Mechanic
 - E. Other jobs assigned by the transportation manager
3. Seniority is determined by **the consecutive number of years** that a bus driver or mechanic has been contracted by Tazewell County Public Schools.
4. Limitations:
 - A. The Superintendent of Schools at his/her discretion may transfer or otherwise move a driver/mechanic for any reason that is deemed necessary or for the best interest of the school system.
 - B. Summer School, Task, Kindergarten Kamp, after school tutoring program, and other non-contracted items, including activity trips, will be assigned in a rotation order

starting with the most senior driver. Drivers will be able to sign up for all non-contracted jobs at the opening meeting of each school year. (Example: One driver cannot do all of the following: After school tutoring, summer school, Kindergarten Kamp, and/or Task.)

XI. ACTIVITY TRIPS GUIDELINES

1. General - Activity trips are extra trips taken by drivers that transport students and/or faculty including, but not limited to, sports, clubs, and academic teams. Activity trips that involve a school or activity bus can only be assigned through the transportation office.
2. Eligibility – Contract and substitute drivers along with TCPS approved coaches that have met all DOE school bus driver requirements may sign up for trips. A driver may send a written letter to the Transportation Manager during the school year requesting to be added to the trip list. Drivers that choose to sign up for activity trips must be able to take trips any day or evening of the week.
3. Procedure for assigning activity trips
 - A. A list will be compiled of the eligible drivers interested in activity trips. The list will be in descending order according to seniority and or specialty.
 - B. Trips will be entered in the computer software in the order that they are approved by the Central Office. Computer software will keep records of miles and hours and will automatically compute billing.
 - C. Computer software will review driver hours to prevent overtime, if possible.
 - D. Computer software will be used to balance trip hours among district drivers.
 - E. Computer software will track trip cancellations and add those drivers back into rotation.
 - F. Computer software will track refusals.
 - G. The transportation office will contact the next eligible driver chosen by the computer software to offer the activity trip. A driver may accept the trip as is, or turn down the trip.

Note: A trip driver may be selected out of rotation, if another driver cannot make his or her regular run, when no substitute is available. If this occurs, the

driver that was skipped will remain at the top of the trip list and the driver that takes the trip will go to the bottom of the trip list.

- H. Rescheduled or canceled trips – If a trip has been postponed after a driver has been assigned, the driver will return to the top of the trip list. If the trip has been rescheduled, and a rescheduled date is known to the transportation office, the driver assigned to that trip will remain with that specific trip.
5. Drivers removed from trip list
- A. A driver can voluntarily remove himself/herself from the trip list by notifying the Transportation Manager in writing after completing all trips assigned. A doctor's excuse is required otherwise.
 - B. A driver may be removed from the trip list by the transportation office for one of the following reasons:
 - a. Turning down three (3) trips in a row. Driver will need to contact the office (in writing) to be placed back in rotation.
 - b. Accepting, and then canceling a trip, prior to the trip. A driver may do this once, but after the second cancellation the driver will be taken off the trip list for the remainder of the school year. Exceptions – a family emergency will be taken into consideration.
 - c. Other disciplinary action taken by the manager of transportation.
6. While on an activity trip:
- A. Drivers are required to use their assigned bus on all activity trips unless prior approval is given by the manager of transportation or designee to use an alternate bus such as an activity bus.
 - B. While on a trip, a driver may go to lunch or dinner within the immediate area of the destination area, if the trip is longer than three (3) hours.
 - a. Drivers must communicate to the activity sponsor or coach where they will be during the activity. **NOTE:** If possible, the bus driver should leave a contact phone number with the coach or sponsor.
 - b. Only one bus may be used for this type of travel.
 - C. If two (2) or more buses are transporting the same group (example: band) the buses must travel together to and from the destination.

- D. Time sheets for trips should be placed in the payroll box no later than the 1st and 16th of the month.
- E. Trip sheets – Each trip driver will be provided trip sheets that must be completed before the driver will be paid for any activity trip.
 - a. A record of mileage starts at the local school or location where students board the bus. (**NOTE:** If two (2) or more buses are on the same trip, the mileage should be about the same.)
 - b. A driver's start time will be 15 minutes prior to the time assigned by the manager of transportation.
 - c. Driver's end time will be 30 minutes after the time the driver unloads the students or group for the day, to allow for post-trip and cleaning of the bus.
 - d. Driver should get a coach or sponsor to sign off on time and mileage for a trip.

XII. RADIOS

- 1. Purpose of the radio system is:
 - A. To provide communication between the transportation office, bus drivers, and schools.
 - B. To assist drivers in the event of an emergency, mechanical breakdown, accident, student behavior that jeopardizes the safety of others, etc.
 - C. To allow the manager of transportation to dispatch support personnel to reported emergency situations.
 - D. To deliver messages and special assignments to bus drivers and to support emergency communication.
- 2. Use the following procedure when transmitting on the radio system:
 - A. Take the microphone off the hook and listen for approximately Five (5) to six (6) seconds to make sure the channel is not being used and hear a click.
 - B. Press the transmit button and hold about three (3) seconds before speaking.
 - C. Hold the microphone at least two (2) inches in front of the mouth and speak clearly and in a normal tone. Begin by identifying the bus number.
 - D. Keep the button firmly pressed until the message is complete and then release the button.

3. **Drivers should never:**

A. ******Use the radio to talk with other drivers unless it is for school business relating to transportation. (NO CHIT CHAT!) ******

B. Turn the volume below fourteen (14).

C. **Radios are to stay on the same channel. If switch will go to 911. Everyone in the county will be on the same channel.**

D. Radio a school to have a principal meet them in the morning or evening unless it is an emergency that cannot wait until after the run is completed.

E. Speak a student's name over the radio unless absolutely necessary, and then, only to the manager of transportation, designee, or to school personnel, principal, secretary, etc.

Note: The radio is for essential and emergency communication only. In the past, radios have been abused and utilized as a telephone or a citizen's band (CB) radio. All non-essential radio communication must be curtailed. This requires the effort of everyone to ensure that only essential and emergency communications are transmitted. Remember, it could be you who may have a bona fide emergency and need the radio frequency to be open. **Drivers need to use good judgment to determine what is essential and what is not.**

Before using the radio, each driver should consider these questions, "What would I do if there was no radio?" "Is it necessary that I use the radio?" If the answer is "NO," then do not use it. If the answer is "YES," then do so utilizing established guidelines.

4. Example of **NON-ESSENTIAL** Radio Communications:

A. Drivers arranging transportation for their own children with other drivers.

B. Drivers advising other drivers that their flashers are on; asking other drivers to pull over so they can go around; asking what time a driver will be getting to school.

- C. Routine traffic delays or disabled vehicles unless the roadway is blocked or if there will be a lengthy delay in the bus schedule.
- 5. Drivers are to contact the school when he/she has a question about a bus pass.

XIII. CHAIN OF COMMAND

Chain of command is the process in which employees should follow in order to resolve concerns within the department in which he or she works. The transportation department chain of command procedure is as follows.

1. A driver or mechanic should send a letter detailing the issue to the Transportation Manager and request a meeting to discuss concerns.
2. In order to be successful in resolving a concern, the driver must present a detailed letter of concern with documentation relative to the issue.

Note: This should be completed prior to meeting with the Transportation Manager.

Indicator Lamp Progression

 SOLID	Bring vehicle to highway speeds to allow for an Automatic Regeneration OR Perform a Parked Regeneration.
 FLASHING	Bring vehicle to highway speeds to allow for an Automatic Regeneration OR Perform a Parked Regeneration as soon as possible.
 +  FLASHING	Vehicle must be parked & a Parked Regeneration OR Service Regeneration must be performed. PARKED REGENERATION REQUIRED – ENGINE DERATE.
 +  +  FLASHING	Vehicle must be parked & a Parked Regeneration OR Service Regeneration must be performed. PARKED REGENERATION REQUIRED – ENGINE SHUTDOWN.

→ **Note:** If engine protection has been initiated and forces the engine to shutdown, you CAN immediately re-start the engine and perform the necessary steps in order to initiate a parked regeneration.

HEST / HET Lamp High Exhaust System Temperature



- Indicates that higher than normal exhaust temperatures may exist due to Aftertreatment Regeneration.

Notes:

I, _____, bus driver, have read and understand the Tazewell County Public Schools Transportation Handbook as presented to me. I will strive to achieve these goals and obey the policies as presented.

Signature _____

Date _____

506 Jeffersonville Street
Tazewell, VA 24651-5396
Phone (276) 988-5511
Fax (276) 988-1976
www.tcpsva.org



School Board Members
Chris Moir, Chair
Donna Whittington, Vice-Chair
Irene Mullins
Erik Robinson
David Woodard

August 12, 2024

SUBJECT: **Approval of the Crisis Management Plan**

ENCLOSURE: The Crisis Management Plan was given to Board members prior to the August 12, 2024 Board meeting.

SUMMARY: Lt. Landon Hieatt will ask for Board approval of the 2024-2025 Crisis Management Plan.

RECOMMENDATION: That the Tazewell County School Board approve the Crisis Management Plan for the 2024-2025 school year.

506 Jeffersonville Street
Tazewell, VA 24651-5396
Phone (276) 988-5511
Fax (276) 988-1976
www.tcpsva.org



School Board Members
Chris Moir, Chair
Donna Whittington, Vice Chair
Irene Mullins
Erik Robinson
David Woodard

August 12, 2024

SUBJECT: Approval of Proposed Policy Regulations DI-R Fixed Assets; DJ-R Purchase Orders and Contracts; DJF-R Business and Noninstructional Operations; DLC-R, Personnel, Travel Allowances/Expenses; and GCL- R, Personnel, Travel Allowances/Expenses, first read

ENCLOSURE: Proposed Policy Regulations DI-R; DJ-R; DJF-R; DLC-R; and GCL-R

SUMMARY: Ms. Cox will ask Board members for a first read approval of proposed Policy Regulations DI-R; DJ-R; DJF-R; DLC-R; and GCL-R.

RECOMMENDATION: That the Tazewell County School Board approve Policy Regulations DI-R; DJ-R; DJF-R; DLC-R; and GCL-R as a first read.

FIXED ASSETS

The capitalization threshold for reporting fixed assets shall be set at ~~\$2,000~~ \$20,000 per unit cost for movable equipment. However, it is advantageous to maintain data on computer equipment. Therefore, all computers, computer workstations, and laptop computers shall be included on fixed asset reports. Movable equipment, including all computers, shall be declared obsolete at the end of the fifth year.

Adopted by School Board: February 17, 2003

PURCHASE ORDERS AND CONTRACTS

The purpose of this regulation is to prescribe the purchasing procedures for the Tazewell County School Division. All purchasing activities shall comply with the Code of Virginia Procurement regulations.

The following purchasing procedures are to be adhered to:

- Three written (documented) quotes must be obtained for any purchase in excess of ~~\$2,500~~ \$10,000. These quotes shall be noted on the Purchase Requisition or accompanying file.
- Purchases exceeding ~~\$30,000~~ \$50,000 must have Board approval prior to purchase.

The Supervisor of Finance is authorized to initiate the purchase of school goods, services, and construction.

Except as otherwise provided in Tazewell County School Board Policy, no official, elected or appointed, or any School Board employee shall purchase or contract for any goods, services, insurance or construction other than by or through the Supervisor of Finance as the School Board's liaison. Any purchase order or contract made contrary to the provisions herein, will not bind the School Board, but the person responsible for such purchase. This individual will be held personally liable for the purchase, and if previously paid out of School Board funds, the amount may be recovered by the School Board as deemed necessary and appropriate.

Approved by the School Board: November 13, 2006

BUSINESS AND NONINSTRUCTIONAL OPERATIONS

Ethics in Public Contracting

A. Generally

The school board demands compliance with both the word and the intent of Article 4 of the Virginia Public Procurement Act, entitled "Ethics in Public Contracting." This regulation details the provisions of this law.

B. Definitions

The words defined in this regulation shall have the meanings set forth below:

1. "Immediate family" shall mean a spouse, children, parents, brothers and sisters, and any other person living in the same household as the employee.
2. "Official responsibility" shall mean administrative or operating authority, whether immediate or final, to initiate, approve, disapprove or otherwise affect a procurement transaction, or any claim resulting therefrom.
3. "Pecuniary interest arising from the procurement" shall mean a material financial interest as defined in the Virginia Conflict of Interests Act.
4. "Procurement transaction" shall mean all functions that pertain to the obtaining of any goods, services or construction, including description of requirements, selection and solicitation of sources, preparation and award of contract, and all phases of contract administration.
5. "Public employee" shall mean any person employed by a public body, including elected officials or appointed members of governing bodies.

C. Proscribed Participation by Employees in Procurement Transactions

Except as may be specifically allowed by provisions of the Comprehensive Conflict of Interests Act, no public employee having official responsibility for a procurement transaction shall participate in that transaction on behalf of the school board when the employee knows that:

1. The employee is contemporaneously employed by a bidder, offeror or contractor involved in the procurement transaction; or
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; or

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.

D. Solicitation or Acceptance of Gifts

No employee having 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, or minimal value, present or promised, unless consideration of substantially equal or greater value is exchanged. The school board may recover the value of anything conveyed in violation of this section.

E. Disclosure of Subsequent Employment

No employee or former employee having official responsibility for procurement transactions shall accept employment with any bidder, offeror or contractor with whom the employee or former employee dealt in an official capacity concerning procurement transactions for a period of one year from the cessation of employment by the school board unless the employee, or former employee, provides written notification to the superintendent prior to commencement of employment by that bidder, offeror or contractor.

F. Gifts by Bidders, Offerors, Contractors or Subcontractors

No bidder, offeror, contractor or subcontractor shall confer upon any 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.

G. Kickbacks

1. 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.
2. No subcontractor or supplier shall make, or offer to make, kickbacks as described in this regulation.
3. 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.

4. If a subcontractor or supplier makes a kickback or other prohibited payment as described in this regulation, the amount thereof shall be conclusively presumed to have been included in the price of the subcontract or order and ultimately borne by the school board and will be recoverable from both the maker and recipient. Recovery from one offending party shall not preclude recovery from other offending parties.

H. Purchase of Building Materials, etc. from Architect or Engineer Prohibited

Except in cases of emergency, no building materials, supplies or equipment for any building or structure constructed by or for the school board shall be sold by or purchased from any person employed as an independent contractor by the school board to furnish architectural or engineering services, but not construction, for such building or structure, or from any partnership, association, or cooperation in which such architect or engineer has a pecuniary interest.

I. Penalty for Violation

Willful violation of any provision of this regulation shall constitute a Class I misdemeanor. Upon conviction, any employee, in addition to any other fine or penalty provided by law; shall forfeit his/her employment.

The penalty for conviction of a Class I misdemeanor is up to a ~~\$1,000~~ \$2,500 fine and/or up to one year in jail or both.

Regulatory Authority: (1985)

Code of Va., §§ 11-72 thru 11-80.--"Virginia Public Procurement Act." (§ 11-74 amended 1985)

Approved by Superintendent: June 9, 1986

PERSONNEL

Travel Allowances/Expenses

The purpose of this policy is to inform employees of state travel regulations for reimbursement of reasonable and necessary expenditures to individuals traveling on official business for the school division. Travel expense accounts are open to the public, therefore, individuals are expected to exercise prudent judgment and be able to sustain the test of public review. The use of state funds to accommodate personal comfort, convenience and taste is not permitted.

Travel at Board expense by employees shall be confined to such activities, and for official business, as dictated by the employee job description. The Board has further ordered in case of emergencies or special travel requirements, the superintendent shall authorize the travel.

To ensure all travel meets the test of necessity, travel involving more than three (3) employees to a single travel destination must be approved **in advance** of the travel. Where it is determined that a seminar, workshop, or training program is essential to staff development for five (5) or more employees, the division shall investigate the option of bringing the trainer on-site instead of authorizing employees to travel to an off-site location.

Travel allowance for employees of the school system shall be paid at the current rate approved by the School Board. Requests for reimbursement should be submitted to the Deputy Superintendent for Instruction/Administration.

Out-of-county trips must have prior approval of the Superintendent through regular administrative channels.

Regulations governing travel expenses submitted for reimbursement:

1. Mileage shall be based upon actual miles traveled by the employee.
2. Travel reimbursements must be submitted monthly. Requests received after ten (10) days of the close of the month will not be processed for payment.
3. Mileage traveled routinely and directly by the employee between residence and base point incurred on a scheduled work day is considered commuting mileage. An employee can have only one assigned base point. **Commuting mileage and other commuting costs incurred on normal work days are considered a personal expense and are not reimbursable.**
4. An employee can have only one base point, even if the employee has multiple work locations. It is the agency supervisor's responsibility to assign the base point to be used for reimbursement purposes. Central Office employees that visit schools located less miles from their home than the Central Office, shall be allowed to claim mileage from their home to the school only. Example 1: Supervisor/Director X begins the day at Richlands High School and comes to Central Office. Supervisor/Director lives four miles from the school. For that day, four miles may

be claimed for reimbursement. Example 2: Supervisor/Director X leaves Central Office, visits Dudley Primary and Graham High School on the way home. Mileage between Dudley and Graham may be claimed plus the miles from the last school to the home.

5. Central Office employees attending meetings of the School Board, special committees, or at the direction of the Superintendent, after their normal work schedule, may claim actual mileage from their home to work site.
6. School principals will be reimbursed for travel expenses for school related duties. The following annual limits shall apply: high school principals : high school principals ~~\$945~~ \$965; middle school principals ~~\$630~~ \$645; elementary school principals ~~\$470~~ \$480; assistant principals ~~\$390~~ \$398.
7. Itinerant teachers and school nurses may claim actual miles from their home school to other assigned schools.
8. Teachers who visit two or more schools may claim mileage between the first and last school site, but only the mileage in excess of round trip from home to school.
9. The standard mileage reimbursement rate will be ~~\$.655~~ \$ 0.67 per mile and subject to mileage limits as prescribed in school board policy.

Allowances for out-of-state trips to points served by commercial airlines will be made on the basis of air fare. If more than one employee of the school board travels in a car, the owner of the car will be reimbursed.

Meals Per Diem Rate

IRS regulations require only meals for overnight travel shall be reimbursed. Reimbursement of meals for day trips shall not be submitted for compensation. When meals are provided at no cost in conjunction with travel events, the applicable meal per diem rate shall be reduced from the standard rate.

~~The maximum amounts of reimbursement shall be:~~

~~Meals Per Diem~~

The meal per diem must correspond to the location specified for the overnight lodging. The in-state meal rate, per diem, including incidentals, shall follow the General Services Administration (GSA) per diems by state. ~~be \$59.00.~~

On a travel departure or return day, only 75% of the meals per diem is reimbursed. The 75% rule is necessary to meet IRS regulations on taxable fringe benefits.

The in-state exceptions shall include:

Primary Destination	County	Meals & Incidentals Total	Continental Breakfast/ Breakfast	Lunch	Dinner	Incidental Expenses	First & Last Day of Travel
Standard Rate	Applies for all locations without specified rates	\$59	\$13	\$15	\$26	\$5	\$44.25
Blacksburg	Montgomery	\$59	\$13	\$15	\$26	\$5	\$44.25
Charlottesville	City of Charlottesville / Albemarle	\$69	\$16	\$17	\$31	\$5	\$51.75
District of Columbia	Washington DC (also the cities of Alexandria, Falls Church and Fairfax, and the counties of Arlington and Fairfax, in Virginia; and the counties of Montgomery and Prince George's in Maryland)	\$79	\$18	\$20	\$36	\$5	\$59.25
Loudoun	Loudoun	\$69	\$16	\$17	\$31	\$5	\$51.75
Lynchburg	Campbell / Lynchburg City	\$64	\$14	\$16	\$29	\$5	\$48.00
Richmond	City of Richmond	\$64	\$14	\$16	\$29	\$5	\$48.00
Roanoke	City limits of Roanoke	\$59	\$13	\$15	\$26	\$5	\$44.25
Virginia Beach	City of Virginia Beach	\$64	\$14	\$16	\$29	\$5	\$48.00
Wallops Island	Accomack	\$64	\$14	\$16	\$29	\$5	\$48.00
Williamsburg / York	James City / York Counties / City of Williamsburg	\$64	\$14	\$16	\$29	\$5	\$48.00

The standard out-of-state meal rate, per diem, including incidentals, shall follow the General Services Administration (GSA) per diems by state.

In-state exceptions include: (max lodging by month excluding taxes)

Primary Destination	County	2022 Oct	Nov	Dec	2023 Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
Standard Rate	Applies for all locations without specified rates	\$98	\$98	\$98	\$98	\$98	\$98	\$98	\$98	\$98	\$98	\$98	\$98
Blacksburg	Montgomery	\$123	\$105	\$105	\$105	\$105	\$105	\$105	\$105	\$105	\$123	\$123	\$123
Charlottesville	City of Charlottesville / Albemarle	\$126	\$126	\$126	\$126	\$126	\$126	\$126	\$126	\$126	\$126	\$126	\$126
District of Columbia	Washington DC (also the cities of Alexandria, Falls Church and Fairfax, and the counties of Arlington and Fairfax, in Virginia; and the counties of Montgomery and Prince George's in Maryland)	\$257	\$188	\$188	\$188	\$188	\$258	\$258	\$258	\$258	\$172	\$172	\$257
Loudoun	Loudoun	\$116	\$116	\$116	\$116	\$116	\$116	\$116	\$116	\$116	\$116	\$116	\$116
Lynchburg	Campbell / Lynchburg City	\$105	\$105	\$105	\$105	\$105	\$105	\$105	\$105	\$105	\$105	\$105	\$105
Richmond	City of Richmond	\$145	\$145	\$145	\$145	\$145	\$145	\$145	\$145	\$145	\$145	\$145	\$145
Roanoke	City limits of Roanoke	\$122	\$122	\$122	\$122	\$122	\$122	\$122	\$122	\$122	\$122	\$122	\$122
Virginia Beach	City of Virginia Beach	\$117	\$117	\$117	\$117	\$117	\$117	\$117	\$117	\$222	\$222	\$222	\$117
Wallops Island	Accomack	\$124	\$124	\$124	\$124	\$124	\$124	\$124	\$124	\$124	\$244	\$244	\$124
Williamsburg / York	James City / York Counties / City of Williamsburg	\$114	\$114	\$114	\$103	\$103	\$103	\$130	\$130	\$130	\$130	\$130	\$114

The standard out-of-state maximum lodging rate, excluding taxes and surcharges, shall follow the General Services Administration (GSA) per diems by state. Minimum requirements for expense claims to be submitted to the school board office:

1. Expenses are to be itemized on a daily basis, except hotel bills which should be listed on date paid.
2. Expenses for hotel, airline tickets, turnpike tickets, meals, and conference or convention fees must be substantiated by receipts. Travel reimbursements will not be made from travel charge card statements. Each day's receipts should be shown separately on the reimbursement form. Tolls and parking fees are reimbursable in the course of conducting official school business. A receipt is required for reimbursement claims where each individual claim is greater than \$10.00. Reimbursement must be claimed as an "other expense" on the travel reimbursement form.
3. For professional development activities, the in-state lodging rate per day, excluding taxes and surcharges, will be the negotiated rate by the sponsoring organization offering the staff development activity. In the event the sponsoring organization does not negotiate a lodging rate, established rates contained in this policy are applicable.
4. Communicate travel plan changes to the hotel as soon as possible when a confirmed reservation is being held. Since hotels can charge for non-canceled reservations, these charges will not be reimbursed if the employee is negligent in canceling reservations. The standard in-state rate for lodging shall follow the General Services Administration (GSA) per diems by state. is a maximum of \$98.00 (excluding taxes and surcharges).
5. Purpose of out-of-county trips must be stated.
6. All administrative and supervisory personnel will be allocated ~~\$420.00~~ \$430.00 per year for educational meetings and conferences.

Non-Reimbursable Items (not all inclusive)

- Loss of funds or personal belongings while traveling is the responsibility of the employee and will not be reimbursed.
- Entertainment expenses
- Alcoholic beverages
- Damage to personal vehicle, clothing, or other items
- Towing related to improper parking
- All expenses related to the negligence of the employee; for example: fines, speeding, or parking tickets
- Spouse or other companion travel expenses
- Expenses not accompanied by an itemized list

Adopted by School Board: June 11, 2001

Amended by School Board: December 3, 2001

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Amended by School Board: January 20, 2020

Amended by School Board: June 12, 2023

PERSONNEL

Travel Allowances/Expenses

The purpose of this policy is to inform employees of state travel regulations for reimbursement of reasonable and necessary expenditures to individuals traveling on official business for the school division. Travel expense accounts are open to the public, therefore, individuals are expected to exercise prudent judgment and be able to sustain the test of public review. The use of state funds to accommodate personal comfort, convenience and taste is not permitted.

Travel at Board expense by employees shall be confined to such activities, and for official business, as dictated by the employee job description. The Board has further ordered in case of emergencies or special travel requirements, the superintendent shall authorize the travel.

To ensure all travel meets the test of necessity, travel involving more than three (3) employees to a single travel destination must be approved **in advance** of the travel. Where it is determined that a seminar, workshop, or training program is essential to staff development for five (5) or more employees, the division shall investigate the option of bringing the trainer on-site instead of authorizing employees to travel to an off-site location.

Travel allowance for employees of the school system shall be paid at the current rate approved by the School Board. Requests for reimbursement should be submitted to the Deputy Superintendent for Instruction/Administration.

Out-of-county trips must have prior approval of the Superintendent through regular administrative channels.

Regulations governing travel expenses submitted for reimbursement:

1. Mileage shall be based upon actual miles traveled by the employee.
2. Travel reimbursements must be submitted monthly. Requests received after ten (10) days of the close of the month will not be processed for payment.
3. Mileage traveled routinely and directly by the employee between residence and base point incurred on a scheduled work day is considered commuting mileage. An employee can have only one assigned base point. **Commuting mileage and other commuting costs incurred on normal work days are considered a personal expense and are not reimbursable.**
4. An employee can have only one base point, even if the employee has multiple work locations. It is the agency supervisor's responsibility to assign the base point to be used for reimbursement purposes. Central Office employees that visit schools located less miles from their home than the Central Office, shall be allowed to claim mileage from their home to the school only. Example 1: Supervisor/Director X begins the day at Richlands High School and comes to Central Office. Supervisor/Director lives four miles from the school. For that day, four miles may

be claimed for reimbursement. Example 2: Supervisor/Director X leaves Central Office, visits Dudley Primary and Graham High School on the way home. Mileage between Dudley and Graham may be claimed plus the miles from the last school to the home.

5. Central Office employees attending meetings of the School Board, special committees, or at the direction of the Superintendent, after their normal work schedule, may claim actual mileage from their home to work site.
6. School principals will be reimbursed for travel expenses for school related duties. The following annual limits shall apply: high school principals : high school principals ~~\$945~~ \$965; middle school principals ~~\$630~~ \$645; elementary school principals ~~\$470~~ \$480; assistant principals ~~\$390~~ \$398.
7. Itinerant teachers and school nurses may claim actual miles from their home school to other assigned schools.
8. Teachers who visit two or more schools may claim mileage between the first and last school site, but only the mileage in excess of round trip from home to school.
9. The standard mileage reimbursement rate will be ~~\$.655~~ \$ 0.67 per mile and subject to mileage limits as prescribed in school board policy.

Allowances for out-of-state trips to points served by commercial airlines will be made on the basis of air fare. If more than one employee of the school board travels in a car, the owner of the car will be reimbursed.

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School Board Members
Chris Moir, Chair
Donna Whittington, Vice-Chair
Irene Mullins
Erik Robinson
David Woodard

August 12, 2024

SUBJECT: **E-Rate Category II Contract Confirmation for 2024-2025**

ENCLOSURE: Funding Commitment Decision Letter

SUMMARY: TCPS has 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. Mr. Mullins will ask that the School Board accept the E-rate Category II funding grant, which will reimburse the school division for services up to the approved amount of \$81,375.06.

RECOMMENDATION: That the Tazewell County School Board accept and approve the E-rate grant in support of educational technology in Tazewell Public Schools.

Funding Commitment Decision Letter

Funding Year 2024

Contact Information:

Lyell Walker
TAZEWELL COUNTY SCHOOL DIST
506 Jeffersonville St
TAZEWELL, VA 24651
lwalker@e-ratecentral.com

FCC Form 471: 241017643**BEN:** 126648**Wave:** 15**Application Nickname:** 24_Tazewell County SD_C
2

Totals

Total Committed	\$81,375.06

What is in this letter?

Thank you for submitting your application for Funding Year 2024 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 2024

Application Comments for FCC Form 471: #241017643

FRN(s) modified in accordance with a RAL request.

Funding Commitment Decision Overview

Funding Request Number (FRN)	Service Provider Name	Amount Requested	Amount Committed	Status
2499046340	Encore Technology Group LLC	\$69,209.04	\$81,375.06	Funded

FRN 2499046340	Service Type Internal Connections	Status Funded

Dollars Committed			
Monthly Cost		One-time Cost	
Months of Service	12		
Total Eligible Recurring Charges	\$0.00	Total Eligible One Time Charges	\$95,735.36
Total Pre-discount Charges		\$95,735.36	
Discount Rate		85.00%	
Committed Amount		\$81,375.06	

Dates	
Service Start Date	7/1/2024
Contract Expiration Date	9/30/2026
Contract Award Date	3/25/2024
Service Delivery Deadline	9/30/2025
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	240022665

Consultant Information	
Consultant Name	
Consultant's Employer	E-Rate Central
CRN	16060891

Funding Commitment Decision Comments

MR1: The FRN was modified from \$51,542.40 to \$65,855.36 to agree with the applicant documentation.

August 12, 2024

SUBJECT: Virginia Literacy Act updates

ENCLOSURE: 2024-2025 Virginia Literacy Act Canvas Courses

SUMMARY: As part of the Virginia Literacy Act, K-8 educators are required to receive training in evidence-based literacy instruction aligned to science-based reading research. In 2023, the VLA was expanded from original requirements of training for elementary school teachers, elementary school principals, reading specialists, and special education teachers to include training for ESL teachers, middle school teachers and middle school principals. The VDOE contracted with the University of Virginia to design, develop, and facilitate a state-wide knowledge-based professional development training at no cost for Virginia educators. As part of this training, Canvas courses for different audiences are being offered. The courses are self-paced. All Canvas modules for an educator group will be released at the same time. The enclosed chart shows the date, the number of modules, and approximate time of completion.

RECOMMENDATION: NA

2024-2025 Virginia Literacy Act Canvas Courses

Educator Group	VLA Requirements	Anticipated Canvas Modules Release	Number of Canvas Modules	Approximate Completion Time
K-5 Reading Specialists	Required to attend Reading Institutes (Summer/Fall 2023 or Fall 2024) and complete Canvas modules*	September 2024	9	3-4 hours per module
K-5 Teachers with no LETRS or Orton-Gillingham courses that meet the specified criteria (Classroom, Special Educators, EL Teachers)	Required to complete K-5 Teachers Canvas Course	July 2024	9	2-3 hours per module
K-5 Teachers who have completed LETRS Volumes 1 & 2 OR Orton-Gillingham courses that meet the specified criteria (Classroom, Special Educators, EL Teachers)	Required to complete K-5 Teachers Capstone Canvas Course	July 2024	3	1-1.5 hours per module
K-5 Teachers who have completed ONLY LETRS Volume 1 (Classroom, Special Educators, EL Teachers)	Required to complete K-5 Teachers Language & Comprehension Canvas Course	July 2024	7	2-3 hours per module
K-8 Principals	Required to attend Reading Institutes (Summer/Fall 2024)	N/A	<i>No Canvas modules are planned for K-8 principals at this time.</i>	N/A
6-8 Reading Specialists	Required to attend Reading Institutes (Fall 2024) and complete 6-8 Reading Specialists Canvas Course	September 2024	9	3-4 hours per module
6-8 ELA Teachers with no LETRS or Orton-Gillingham courses that meet the specified criteria	Required to complete 6-8 ELA Teachers Canvas Course	September 2024	9	2-3 hours per module
6-8 ELA Teachers who have completed LETRS Volumes 1 & 2 OR Orton-Gillingham courses that meet the specified criteria (ELA Classroom, Special Educators, EL Teachers)	Required to complete 6-8 Teachers Capstone Canvas Course	September 2024	3	1-1.5 hours per module
6-8 ELA Teachers who have completed ONLY LETRS Volume 1 (ELA Classroom, Special Educators, EL Teachers)	Required to complete 6-8 Teachers Language & Comprehension Canvas Course	September 2024	TBD	TBD
6-8 Content Area Teachers (Content Classroom, Special Educators)	Required to complete 6-8 Content Teachers Canvas Course	September 2024	3	1-2 hours per module
K-8 Specialty and Resource Teachers (e.g., art, music, PE, CTE, resource)	Optional non-Canvas module and will be available on the public UVA website	September 2024	N/A	1-2 hours

*K-3 Reading Specialists who attended Reading Institute in 2023 should be finishing Canvas courses by summer 2024. Reading Specialists for grades 4-8 and new K-3 Reading Specialists will be trained at Reading Institutes in fall 2024 and enrolled in Canvas courses specific to the age they serve (K-5 or 6-8).

Other Educator Groups		Professional Development
9-12 Reading Specialists		All reading specialists should be trained, 9-12 Reading Specialists should enroll in the 6-8 Reading Specialists Canvas Course.
9-12 SPED & EL Teachers		VLP has not developed content specifically for 9-12 SPED and EL teachers, but districts can opt to enroll them in the 6-8 ELA course.
Blind and Hearing-Impaired		Blind and hearing-impaired teachers should enroll in whichever course is best aligned with their role: K-5 Teachers (depending on their level of OG or LETRS training) or 6-8 ELA (depending on their level of OG or LETRS training).
ELA coordinators		VLP offered ELA coordinators training in the 2023-2024 school year.
Other educators • 9-12 ELA & Content Area Teachers • Central Office Administration • Instructional Specialists • ITRTs • K-12 Resource Teachers • Long-term Substitutes • Pre-School Teachers • Speech & Language Pathologists		Current licensing limits the number of participants who can take the courses, as prioritized by the law. Other educator groups may participate in the optional non-Canvas module that will be released on the VLP public website in September. If divisions would like to recommend these educator groups receive further information on VLA/EBLI/SBRR, VLP recommends that they take the VALUE Series professional learning module which can be found on the Educator Resource Center on the VLP public website.

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David Woodard

August 12, 2024

SUBJECT: Testing Update

ENCLOSURE:

SUMMARY: Mrs. Ashby will share a testing update with the Board members.

RECOMMENDATION: NA

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School Board Members
Chris Moir, Chair
Donna Whittington, Vice-Chair
Irene Mullins
Erik Robinson
David Woodard

August 12, 2024

SUBJECT: Social Media Policy Regulation, (informational only)

ENCLOSURE: Document showing draft policy regulation ideas

SUMMARY: Dr. Stacy will discuss the possibility of an employee social media policy regulation and share input from his meeting with Mr. Plaster, Tazewell County Commonwealth's Attorney.

RECOMMENDATION: Informational only

DRAFT POLICY IDEAS

- All Tazewell County Board of Education employees must maintain a professional image when using social media platforms. They should avoid using social media to share inappropriate, offensive or derogatory comments about students, colleagues, parents or the school community.
- Teachers and staff should be mindful of their privacy settings on social media platforms and ensure that their personal social media accounts are separate from their professional accounts. Personal social media accounts should not be used to communicate with students or parents.
- Teachers and staff **SHALL NOT** engage in any online relationships with students that could be perceived as inappropriate, such as befriending students on social media platforms, sharing personal information or photos, or engaging in private messaging.
- Teachers and staff **SHALL NOT** add any student as a friend on Snapchat.
- Teachers and staff **SHALL NOT** download and/or use the Telegram messaging application.
- Coaches and/or other teachers and staff communicating with students regarding extracurricular activities and/or class assignments may communicate with said students using approved messaging platforms such as GroupMe, Remind, TeamReach, or WhatsApp.
- It is strongly recommended when teachers and staff communicate with students via messaging platforms regarding extracurricular activities and/or class assignments that said messages are never one on one messages between the teacher or staff member and the student, but, rather, be part of a group message, to include other students and/or the parents or guardians of the student.
- Teachers and staff must adhere to the Tazewell County Board of Education's policies and guidelines regarding social media use. They should communicate clearly and consistently with students, parents, and colleagues, and ensure that their behavior on social media platforms aligns with their professional responsibilities and the core values of our schools.

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August 12, 2024

SUBJECT:	Superintendent's Update
ENCLOSURE:	NA
SUMMARY:	Dr. Stacy will share various updates with Board members.
RECOMMENDATION:	NA