



Lynchburg City Schools • 915 Court Street • Lynchburg, Virginia 24504

Lynchburg City School Board

Robert O. Brennan
School Board District 1

Sharon Y. Carter
School Board District 2

James E. Coleman, Jr.
School Board District 3

Charleta F. Mason
School Board District 2

Susan D. Morrison
School Board District 1

Michael J. Nilles
School Board District 3

Derek L. Polley
School Board District 1

Katie K. Snyder
School Board District 3

Kimberly A. Sinha
School Board District 2

School Administration

Larry A. Massie
Acting Superintendent

John C. McClain
Assistant Superintendent of
Student Learning and Success

Ben W. Copeland
Assistant Superintendent of
Operations and Administration

Anthony E. Beckles, Sr.
Chief Financial Officer

Wendie L. Sullivan
Clerk

Manan A. Shah
Student Representative
Heritage High School

Eva Marie Barauskas
Student Representative
E. C. Glass High School

SCHOOL BOARD MEETING
March 6, 2018 5:30 p.m.
School Administration Building
Board Room

A. PUBLIC COMMENTS

- 1. Public Comments
 - Michael J. Nilles.Page 1
 - Discussion/Action (30 Minutes)

B. SPECIAL PRESENTATIONS

- 1. Efforts to Improve Student Achievement: E. C. Glass High School and Heritage High School
 - John C. McClain. Page 2
 - Discussion

C. FINANCE REPORT

- 1. Finance Report
 - Anthony E. Beckles, Sr.Page 3
 - Discussion

D. CONSENT AGENDA

- 1. School Board Meeting Minutes: February 1, 2018 (Student Discipline Committee Meeting)
- February 1, 2018 (Personnel Committee Meeting)
- February 6, 2018 (Regular Meeting)
- February 8, 2018 (Student Discipline Committee Meeting)
- February 13, 2018 (Student Discipline Committee Meeting)
- February 19, 2018 (Student Discipline Committee Meeting)
- February 22, 2018 (Special Meeting)
- February 27, 2018 (Student Discipline Committee Meeting)

2. Personnel Report
Marie F. Gee.Page 10
Discussion/Action

E. STUDENT REPRESENTATIVE COMMENTS

F. SCHOOL BOARD COMMITTEE REPORT

G. UNFINISHED BUSINESS

1. Lynchburg City School Board Policies: Personnel
Ben W. Copeland. Page 12
Discussion/Action

2. Superintendent’s Contract
Michael J. Nilles. Page 32
Discussion/Action

H. NEW BUSINESS

1. Policy JHCD Administering Medicines to Students and Regulation
JHCD-RZ Administration of Medication – Naloxone
Ben W. Copeland.Page 42
Discussion

2. Capital Improvement Plan: Paul Laurence Dunbar Middle
School for Innovation
Ben W. Copeland.Page 60
Discussion/Action

3. Special Education Annual Plan/Part B, Section 611,
Flow-through Application and Section 619 Preschool
Grant Applications: 2018-19
John C. McClain. Page 61
Discussion

4. School Culture Survey Results
John C. McClain. Page 78
Discussion

I. SUPERINTENDENT’S COMMENTS

J. BOARD COMMENTS

K. INFORMATIONAL ITEMS

Next School Board Meeting: Tuesday, April 17, 2018, 5:30 p.m., Board
Room, School Administration Building

L. ADJOURNMENT

Agenda Report

Date: 03/06/18

Agenda Number: A-1

Attachments: No

From: Michael J. Nilles, School Board Chairman

Subject: Public Comments

Summary/Description:

In accordance with Policy BDDH Public Participation, the school board welcomes requests and comments as established in the guidelines within that policy. Individuals who wish to speak before the school board shall have an opportunity to do so at this time.

Disposition: Action
 Information
 Action at Meeting on:

Recommendation:

The school board chairman recommends that the school board receive this agenda report as an informational item.

Agenda Report

Date: 03/06/18

Agenda Number: B-1

Attachments: No

From: Larry A. Massie, Acting Superintendent
John C. McClain, Assistant Superintendent for Student Learning and Success

Subject: Efforts to Improve Student Achievement: E. C. Glass High School and Heritage High School

Summary/Description:

E. C. Glass High School and Heritage High School continue their efforts to improve student achievement through instructional activities that will garner success for students in the classroom. The two schools will share key aspects of their improvement efforts in math and in increasing the graduation rate.

Disposition: Action
 Information
 Action at Meeting on:

Recommendation:

The acting superintendent recommends that the school board receive this agenda report as an informational item.

Agenda Report

Date: 03/06/18

Agenda Number: C-1

Attachments:

From: Larry A. Massie, Acting Superintendent
Anthony E. Beckles, Sr., Chief Financial Officer

Subject: Finance Report

Summary/Description:

The school administration, in accordance with the FY2017-18 school operating budget, authorized, approved, and processed the necessary payments through January 31, 2018. The school administration certifies that the amounts approved are within budgetary limits and revenue.

The operating fund expenditure report summarizes the payments made through January 31, 2018 for the operating fund.

Total Operating Fund Budget	\$ 95,324,667.00
Adjustment – Insurance Proceeds	\$ 33,833.00
Adjustment – Prior Year Encumbrances	\$ 1,275,388.88
Additional State funding of CTE Equipment	\$ 9,748.88
Proceeds from Sale of Bus	\$ 13,500.00
Total Operating Fund Budget - adjusted	\$ 96,657,137.76

Through January 31, 2018

Actual Revenue Received	\$ 46,003,621.67
Actual Expenditures	\$ 48,980,652.30
Actual Encumbered	\$ 39,908,875.55

Percent of Budget Received 47.59%

Percent of Budget Used, excluding encumbrances 50.67%

As of 1/31/18 – 7 months 58.33%

The revenue and expenditure reports detail the transactions recorded through January 31, 2018. All reports appear as attachments to the agenda report.

Disposition: Action
 Information
 Action at Meeting on:

Recommendation:

The acting superintendent recommends that the school board receive the agenda report as an informational item.

Lynchburg City Schools
 Operating Fund - Statement of Expenditures Preliminary
 For the Seven Months Ending January 31, 2018

		Fiscal Year 2017-18					
		BUDGET	TRANSACTIONS	BUDGET % USED	ENCUMBRANCES	BUDGET AVAILABLE	BUDGET % USED
INSTRUCTION							
FUNCTION 1100 CLASSROOM INSTRUCTION							
	Personnel	50,652,083.47	24,867,968.53	49.10%	24,398,682.81	1,385,432.13	97.26%
	Other	4,040,113.05	1,067,178.52	26.41%	273,251.25	2,699,683.28	33.18%
FUNCTION 1200 INST SUPPORT-STUDENT							
	Personnel	3,646,190.50	1,833,391.96	50.28%	1,647,498.29	165,300.25	95.47%
	Other	165,090.48	22,676.04	13.74%	29,360.92	113,053.52	31.52%
FUNCTION 1300 INST SUPPORT-STAFF							
	Personnel	4,180,330.16	2,071,874.42	49.56%	1,855,644.38	252,811.36	93.95%
	Other	1,515,785.75	284,410.66	18.76%	45,247.38	1,186,127.71	21.75%
FUNCTION 1400 INST SUPPORT-SCHOOL ADMN							
	Personnel	5,606,928.51	3,118,785.54	55.62%	2,504,944.97	(16,802.00)	100.30%
	Other	209,501.85	69,524.79	33.19%	50,769.57	89,207.49	57.42%
TOTAL INSTRUCTION		70,016,023.77	33,335,810.46	47.61%	30,805,399.57	5,874,813.74	91.61%
ADMINISTRATION							
FUNCTION 2100 ADMINISTRATION							
	Personnel	3,248,996.13	1,652,003.02	50.85%	1,088,817.99	508,175.12	84.36%
	Other	1,321,961.03	769,726.88	58.23%	223,155.93	329,078.22	75.11%
FUNCTION 2200 ATTENDANCE & HEALTH SERV							
	Personnel	1,724,801.30	940,211.71	54.51%	913,348.16	(128,758.57)	107.47%
	Other	126,656.50	35,169.20	27.77%	39,897.55	51,589.75	59.27%
TOTAL ADMINISTRATION		6,422,414.96	3,397,110.81	52.89%	2,265,219.63	760,084.52	88.17%
PUPIL TRANSPORTATION							
FUNCTION 3100 MANAGEMENT & DIRECTION							
	Personnel	340,170.25	215,663.82	63.40%	145,898.60	(21,392.17)	106.29%
	Other	21,582.50	15,870.80	73.54%	1,095.00	4,616.70	78.61%
FUNCTION 3200 VEHICLE OPERATION SERVICE							
	Personnel	2,744,494.11	1,439,883.99	52.46%	1,113,771.69	190,838.43	93.05%
	Other	677,346.60	519,300.14	76.67%	129,320.76	28,725.70	95.76%
FUNCTION 3300 MONITORING SERVICE							
	Personnel	441,725.48	269,308.35	60.97%	212,937.70	(40,520.57)	109.17%
FUNCTION 3400 VEHICLE MAINT SERVICE							
	Personnel	361,357.74	208,713.35	57.76%	136,565.10	16,079.29	95.55%
	Other	424,150.00	215,124.45	50.72%	139,087.11	69,938.44	83.51%
FUNCTION 3500 BUS PURCHASE - REGULAR							
	Other	1,083,311.00	1,089,168.00	0.00%	0.00	(5,857.00)	100.54%
TOTAL PUPIL TRANSPORTATION		6,094,137.68	3,973,032.90	65.19%	1,878,675.96	242,428.82	96.02%
OPERATIONS & MAINTENANCE							
FUNCTION 4100 MANAGEMENT & DIRECTION							
	Personnel	287,033.93	168,550.19	58.72%	121,726.10	(3,242.36)	101.13%
	Other	94,000.00	45,729.16	48.65%	21,811.34	26,459.50	71.85%

Lynchburg City Schools
 Operating Fund - Statement of Expenditures Preliminary
 For the Seven Months Ending January 31, 2018

FUNCTION 4200 BUILDING SERVICES							
	Personnel	4,429,393.73	2,578,681.10	58.22%	1,805,081.59	45,631.04	98.97%
	Other	4,883,344.84	2,648,320.30	54.23%	1,687,090.42	547,934.12	88.78%
FUNCTION 4300 GROUNDS SERVICES							
	Personnel	261,735.52	140,057.49	53.51%	106,899.60	14,778.43	94.35%
	Other	60,000.00	29,425.67	49.04%	18,234.67	12,339.66	79.43%
FUNCTION 4400 EQUIPMENT SERVICES							
	Other	95,000.00	52,590.92	55.36%	7,036.06	35,373.02	62.77%
FUNCTION 4500 VEHICLE SERVICES							
	Other	42,500.00	10,301.30	24.24%	408.41	31,790.29	25.20%
FUNCTION 4600 SECURITY SERVICES							
	Personnel	28,838.30	11,952.37	41.45%	6,436.20	10,449.73	63.76%
	Other	372,000.00	260,267.70	69.96%	119,450.11	(7,717.81)	102.07%
FUNCTION 4700 WAREHOUSING SERVICES							
	Personnel	9,163.34	3,961.49	43.23%	0.00	5,201.85	43.23%
TOTAL OPERATIONS & MAINTENANCE		10,563,009.66	5,949,837.69	56.33%	3,894,174.50	718,997.47	93.19%
Other Non-Instructional Operations							
FUNCTION 5000 Non-Instructional Operations - Other		20,800.00	6,962.51	33.47%	0.00	13,837.49	33.47%
TOTAL Non-Instructional Operations		20,800.00	6,962.51	33.47%	0.00	13,837.49	33.47%
FACILITIES							
FUNCTION 6600 BLDG ADD & IMP SERVICES							
	Personnel	70,581.38	11,701.05	16.58%	0.00	58,880.33	16.58%
TOTAL FACILITIES		70,581.38	11,701.05	16.58%	0.00	58,880.33	16.58%
DEBT SERVICE							
FUNCTION 7100 DEBT SERVICE - Other		0.00	0.00	0.00%	0.00	0.00	0.00%
TOTAL DEBT SERVICE		0.00	0.00	0.00%	0.00	0.00	0.00%
TECHNOLOGY							
FUNCTION 8100 CLASSROOM INSTRUCTION							
	Personnel	1,850,814.93	979,833.76	52.94%	791,439.18	79,541.99	95.70%
	Other	279,715.65	277,822.72	99.32%	786.71	1,106.22	99.60%
FUNCTION 8200 INSTRUCTIONAL SUPPORT							
	Personnel	467,852.08	260,247.71	55.63%	192,704.80	14,899.57	96.82%
	Other	868,961.65	788,292.69	90.72%	80,475.20	193.76	99.98%
FUNCTION 8500 PUPIL TRANSPORTATION							
	Other	2,826.00	0.00	0.00%	0.00	2,826.00	0.00%
TOTAL TECHNOLOGY		3,470,170.31	2,306,196.88	66.46%	1,065,405.89	98,567.54	97.16%
CONTINGENCY RESERVES							
FUNCTION 9100 CLASSROOM INSTRUCTION		0.00	0	0.00%	0	0	0.00%
FUNCTION 9300 ADMINISTRATION		0.00	0	0.00%	0	0	0.00%
FUNCTION 9500 PUPIL TRANSPORTATION		0.00	0	0.00%	0	0	0.00%
FUNCTION 9600 OPERATIONS & MAINTENANCE		0.00	0	0.00%	0	0	0.00%
TOTAL CONTINGENCY RESERVES		0.00	0.00	0.00%	0.00	0.00	0.00%
TOTAL OPERATING BUDGET		96,657,137.76	48,980,652.30	50.67%	39,908,875.55	7,767,609.91	91.96%

Lynchburg City Schools
 Operating Fund - Statement of Revenue
 For the Seven Months Ending January 31, 2018

ACCOUNT TITLE	FY 2016-17				FY 2017-18			
	REVENUE BUDGET	YTD TRANSACTIONS	BUDGET BALANCE	% RECEIVED	REVENUE BUDGET	YTD TRANSACTIONS	BUDGET BALANCE	% RECEIVED
240308 SALES TAX RECEIPTS	(10,837,193.00)	(10,590,644.26)	(246,548.74)	97.72%	(10,614,314.00)	(5,369,289.48)	(5,245,024.52)	50.59%
240202 BASIC SCHOOL AID	(21,878,492.00)	(21,971,533.00)	93,041.00	100.43%	(21,769,498.00)	(12,698,873.85)	(9,070,624.15)	58.33%
240207 GIFTED & TALENTED	(246,173.00)	(245,546.00)	(627.00)	99.75%	(243,593.00)	(131,946.23)	(111,646.77)	54.17%
240208 REMEDIAL EDUCATION-SOQ	(1,492,427.00)	(1,488,621.00)	(3,806.00)	99.74%	(1,476,782.00)	(687,008.12)	(789,773.88)	46.52%
240204 REMEDIAL EDUCATION -SUMMER	(161,164.00)	(164,036.00)	2,872.00	101.78%	(164,036.00)	(227,681.19)	63,645.19	138.80%
SUPPL LOTTERY PER PUPIL ALLOCATIO	(268,842.00)	(268,873.00)	31.00	100.01%	(1,391,118.00)	(9,648.04)	(1,381,469.96)	0.69%
COMPENSATION SUPPLEMENT	(360,828.00)	0.00	(360,828.00)	0.00%	(231,552.00)	(125,424.52)	(106,127.48)	54.17%
240212 SPECIAL ED SOQ	(2,841,252.00)	(2,834,007.00)	(7,245.00)	99.75%	(2,811,468.00)	(1,640,023.00)	(1,171,445.00)	58.33%
240217 VOCATIONAL ED SOQ	(405,161.00)	(404,127.00)	(1,034.00)	99.74%	(400,913.00)	(233,865.94)	(167,047.06)	58.33%
240221 SOC SEC-INSTR	(1,461,655.00)	(1,457,928.00)	(3,727.00)	99.75%	(1,446,333.00)	(843,694.25)	(602,638.75)	58.33%
240223 VRS INSTRUCTIONAL	(3,015,625.00)	(3,007,936.00)	(7,689.00)	99.75%	(3,324,028.00)	(1,939,016.35)	(1,385,011.65)	58.33%
240241 GROUP LIFE INST	(97,444.00)	(97,195.00)	(249.00)	99.74%	(96,422.00)	(56,246.15)	(40,175.85)	58.33%
240228 READING INTERVENTN	(185,114.00)	(207,993.00)	22,879.00	112.36%	(205,913.00)	(18,719.36)	(187,193.64)	9.09%
240205 CAT-REG FOSTER	(74,203.00)	(178,329.90)	104,126.90	240.33%	(190,250.00)	0.00	(190,250.00)	0.00%
240246 CAT-HOMEBOUND	(107,771.00)	(108,062.68)	291.68	100.27%	(110,224.00)	(35,150.16)	(75,073.84)	31.89%
240248 REGIONAL TUITION	(1,004,113.00)	(1,004,586.03)	473.03	100.05%	(1,011,481.00)	(42,527.19)	(968,953.81)	4.20%
240265 AT RISK SOQ	(1,502,539.00)	(1,498,543.00)	(3,996.00)	99.73%	(1,489,206.00)	(704,945.98)	(784,260.02)	47.34%
240309 ESL	(156,955.00)	(149,127.00)	(7,828.00)	95.01%	(154,875.00)	(90,343.75)	(64,531.25)	58.33%
240281 AT RISK 4 YR OLDS	(944,193.00)	(936,390.00)	(7,803.00)	99.17%	(932,488.00)	(84,771.64)	(847,716.36)	9.09%
240252 CTE EQUIPMENT	0.00	(23,334.15)	23,334.15	0.00%	(9,748.88)	0.00	(9,748.88)	0.00%
240253 CTE OCC PREP	(52,654.00)	(35,205.00)	(17,449.00)	66.86%	(57,895.00)	0.00	(57,895.00)	0.00%
MATH/READING INSTR SPECIALISTS	(42,665.00)	0.00	(42,665.00)	0.00%	(20,502.00)	0.00	(20,502.00)	0.00%
EARLY READING SPECIALISTS INITIATIVE	(41,476.00)	(30,117.00)	(11,359.00)	72.61%	0.00	0.00	0.00	0.00%
240275 PRIMARY CLASS SIZE	(1,956,675.00)	(1,899,533.00)	(57,142.00)	97.08%	(1,915,875.00)	(169,516.18)	(1,746,358.82)	8.85%
240214 TEXTBOOKS	(563,019.00)	(561,584.00)	(1,435.00)	99.75%	(557,117.00)	(451,762.94)	(105,354.06)	81.09%
240405 ALGEBRA READINESS	(141,003.00)	(145,275.00)	4,272.00	103.03%	(143,036.00)	(13,003.25)	(130,032.75)	9.09%
PROJECT GRADUATION	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
COMMONWEALTH OF VA	(49,838,636.00)	(49,308,526.02)	(530,109.98)	98.94%	(50,768,667.88)	(25,573,457.57)	(25,195,210.31)	50.37%
330212 IMPACT AIDPL81-874	(8,000.00)	(12,070.02)	4,070.02	150.88%	(8,500.00)	(4,558.13)	(3,941.87)	53.63%
180303 MEDICAID REIMBURSE	(680,000.00)	(708,470.91)	28,470.91	104.19%	(350,000.00)	(129,902.10)	(220,097.90)	37.11%
JR ROTC	(105,000.00)	(126,079.57)	21,079.57	120.08%	(105,000.00)	(58,272.64)	(46,727.36)	55.50%
FEDERAL	(793,000.00)	(846,620.50)	53,620.50	106.76%	(463,500.00)	(192,732.87)	(270,767.13)	41.58%

Lynchburg City Schools
 Operating Fund - Statement of Revenue
 For the Seven Months Ending January 31, 2018

	FY 2016-17 REVENUE BUDGET	YTD TRANSACTIONS	BUDGET BALANCE	% RECEIVED	FY 2017-18 REVENUE BUDGET	YTD TRANSACTIONS	BUDGET BALANCE	% RECEIVED
510500 CITY OPER APPR	(40,854,039.00)	(40,854,039.00)	0.00	100.00%	(42,028,498.00)	(19,400,000.00)	(22,628,498.00)	46.16%
510500 FUND BALANCE RETURN	(567,779.00)	(567,779.00)	0.00	0.00%	0.00	0.00	0.00	0.00%
HEALTH INSURANCE RESERVE	(1,300,000.00)	(1,300,000.00)	0.00	0.00%	0.00	0.00	0.00	0.00%
510500 USE OF CIP FUNDS	(500,000.00)	(500,000.00)	0.00	100.00%	0.00	0.00	0.00	#DIV/0!
CITY	(43,221,818.00)	(43,221,818.00)	0.00	100.00%	(42,028,498.00)	(19,400,000.00)	(22,628,498.00)	46.16%
189912 MISC REV/OTH FUNDS	(101,566.00)	(70,252.44)	(31,313.56)	69.17%	(75,000.00)	(21,230.59)	(53,769.41)	28.31%
180303 REBATES & REFUNDS	(20,000.00)	(16,768.83)	(3,231.17)	83.84%	(86,250.00)	(15,005.00)	(71,245.00)	17.40%
189903 DONATIONS & SP GF	(1,000.00)	(1,400.00)	400.00	100.00%	0.00	0.00	0.00	0.00%
189909 SALE OTHER EQUIP	(3,000.00)	(9,237.00)	6,237.00	307.90%	(16,500.00)	(11,000.00)	(5,500.00)	66.67%
189910 INSURANCE ADJUST	(52,441.99)	(87,858.72)	35,416.73	167.54%	(133,833.00)	(66,047.14)	(67,785.86)	49.35%
E RATE REIMBURSEMENT	(115,500.00)	(77,035.24)	(38,464.76)	66.70%	(115,500.00)	(110,105.11)	(5,394.89)	95.33%
TRANSFER IN/OUT	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
MISCELLANEOUS	(293,507.99)	(262,552.23)	(30,955.76)	89.45%	(427,083.00)	(223,387.84)	(203,695.16)	52.31%
150201 RENTS - LAUREL	(123,000.00)	(155,250.06)	32,250.06	126.22%	(123,000.00)	(123,000.00)	0.00	100.00%
150201 RENTS - CVGS	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	100.00%
161201 TUITION DAY SCHOOL	(100,000.00)	(85,936.73)	(14,063.27)	85.94%	(80,000.00)	(79,028.20)	(971.80)	98.79%
161206 TUITION ADULT	(11,000.00)	(15,472.50)	4,472.50	140.66%	(20,000.00)	(15,015.00)	(4,985.00)	75.08%
161207 TUITION SUMMER SCH	(25,000.00)	(39,815.50)	14,815.50	159.26%	(25,000.00)	(41,342.53)	16,342.53	165.37%
161202 SPEC PUPIL FEES	(35,000.00)	(25,770.22)	(9,229.78)	73.63%	(31,000.00)	(1,096.00)	(29,904.00)	3.54%
161205 BUS RENTAL	(325,000.00)	(494,424.69)	169,424.69	152.13%	(325,000.00)	(152,323.84)	(172,676.16)	46.87%
190101 TUIT FM OTH CO/CY	(400,000.00)	(777,654.02)	377,654.02	194.41%	(500,000.00)	0.00	(500,000.00)	0.00%
161201 DUAL ENROLLMENT	(125,000.00)	(143,800.32)	18,800.32	115.04%	(185,000.00)	0.00	(185,000.00)	0.00%
PRINT SHOP	(65,000.00)	(64,519.21)	(480.79)	99.26%	(65,000.00)	(30,762.19)	(34,237.81)	47.33%
SCHOOL NUT UTILITIES	(90,000.00)	(85,578.33)	(4,421.67)	95.09%	(90,000.00)	(19,067.30)	(70,932.70)	21.19%
FACILITY RENTALS	(50,000.00)	(83,792.37)	33,792.37	167.58%	(50,000.00)	(71,904.13)	21,904.13	143.81%
INDIRET COSTS	0.00	0.00	0.00	0.00%	(200,000.00)	(80,504.20)	(119,495.80)	40.25%
CHARGES FOR SERVICES	(1,349,000.00)	(1,972,013.95)	623,013.95	146.18%	(1,694,000.00)	(614,043.39)	(1,079,956.61)	36.25%
DESIGNATION - ENCUMBRANCES	(121,556.00)	0.00	(121,556.00)	0.00%	(1,275,388.88)	0.00	(1,275,388.88)	0.00%
TOTAL OPERATING FUND	(95,617,517.99)	(95,611,530.70)	(5,987.29)	99.99%	(96,657,137.76)	(46,003,621.67)	(50,653,516.09)	47.59%

Original budget	\$93,056,175.00
Prior Year Encumbrance	\$ 121,556.00
Restricted Donation Received	\$ 1,000.00
Insurance Proceeds	\$ 49,441.99
Health Insurance Reserve	\$ 1,300,000.00
Regional Tuition	\$ 190,000.00
Medicaid	\$ 330,000.00
Registration fees for VSBA	\$ 1,566.00
Fund Balance Return	\$ 567,779.00

Original budget	\$ 95,324,667.00
Prior Year Encumbrance	\$ 1,275,388.88
Addtl funding - CTE equipment	\$ 9,748.88
Sale of Bus Proceeds	\$ 13,500.00
Insurance Proceeds	\$ 33,833.00
Adjusted Budget	\$ 96,657,137.76

FY2017-2018 REVISED REVENUE BUDGET						
As of January 31, 2018						
	ORIGINAL	REVISED				CHANGE BETWEEN
	REVENUE	REVENUE				ORG & REVISED
	BUDGET	BUDGET	YTD	BUDGET	%	REV BUDGET
	As of 7/1/2017		TRANSACTIONS	BALANCE	RECEIVED	INCREASE
						(DECREASE)
ADM	7,966.80	7,966.80				0.0
ACCOUNT TITLE						
COMMONWEALTH OF VA REVENUE						
240308 SALES TAX RECEIPTS	(10,614,314.00)	(10,614,314.00)	(5,369,289.48)	(5,245,024.52)	50.59%	0.00
240202 BASIC SCHOOL AID	(21,769,498.00)	(21,769,498.00)	(12,698,873.85)	(9,070,624.15)	58.33%	0.00
240207 GIFTED & TALENTED	(243,593.00)	(243,593.00)	(131,946.23)	(111,646.77)	54.17%	0.00
240208 REMEDIAL EDUCATION-SOQ	(1,476,782.00)	(1,476,782.00)	(687,008.12)	(789,773.88)	46.52%	0.00
240204 REMEDIAL EDUCATION - SUMM	(164,036.00)	(164,036.00)	(227,681.19)	63,645.19	138.80%	0.00
SUPPL LOTTERY PER PUPIL ALLOCAT	(1,391,118.00)	(1,391,118.00)	(9,648.04)	(1,381,469.96)	0.69%	0.00
COMPENSATION SUPPLEMENT	(231,552.00)	(231,552.00)	(125,424.52)	(106,127.48)	0.00%	0.00
240212 SPECIAL ED SOQ	(2,811,468.00)	(2,811,468.00)	(1,640,023.00)	(1,171,445.00)	58.33%	0.00
240217 VOCATIONAL ED SOQ	(400,913.00)	(400,913.00)	(233,865.94)	(167,047.06)	58.33%	0.00
240221 SOC SEC-INSTR	(1,446,333.00)	(1,446,333.00)	(843,694.25)	(602,638.75)	58.33%	0.00
240223 VRS INSTRUCTIONAL	(3,324,028.00)	(3,324,028.00)	(1,939,016.35)	(1,385,011.65)	58.33%	0.00
240241 GROUP LIFE INST	(96,422.00)	(96,422.00)	(56,246.15)	(40,175.85)	58.33%	0.00
240228 READING INTERVENTN	(205,913.00)	(205,913.00)	(18,719.36)	(187,193.64)	9.09%	0.00
240205 CAT-REG FOSTER	(190,250.00)	(190,250.00)	0.00	(190,250.00)	0.00%	0.00
240246 CAT-HOMEBOUND	(110,224.00)	(110,224.00)	(35,150.16)	(75,073.84)	31.89%	0.00
240248 REGIONAL TUITION	(1,011,481.00)	(1,011,481.00)	(42,527.19)	(968,953.81)	4.20%	0.00
240265 AT RISK SOQ	(1,489,206.00)	(1,489,206.00)	(704,945.98)	(784,260.02)	47.34%	0.00
240309 ESL	(154,875.00)	(154,875.00)	(90,343.75)	(64,531.25)	47.34%	0.00
240281 AT RISK 4 YR OLDS - VPI	(932,488.00)	(932,488.00)	(84,771.64)	(847,716.36)	9.09%	0.00
240253 CTE EDUCATION	(57,895.00)	(57,895.00)	0.00	(57,895.00)	0.00%	0.00
MATH/READING INSTR SPECIALISTS	(20,502.00)	(20,502.00)	0.00	(20,502.00)	0.00%	0.00
EARLY READING SPECIALISTS INITIATI	0.00	0.00	0.00	0.00	0.00%	0.00
240275 PRIMARY CLASS SIZE	(1,915,875.00)	(1,915,875.00)	(169,516.18)	(1,746,358.82)	8.85%	0.00
240214 TEXTBOOKS	(557,117.00)	(557,117.00)	(451,762.94)	(105,354.06)	81.09%	0.00
240405 ALGEBRA READINESS	(143,036.00)	(143,036.00)	(13,003.25)	(130,032.75)	9.09%	0.00
PROJECT GRADUATION	0.00	0.00	0.00	0.00	0.00%	0.00
COMMONWEALTH OF VA	(50,758,919.00)	(50,758,919.00)	(25,573,457.57)	(25,185,461.43)	50.38%	0.00
FEDERAL REVENUE						
330212 IMPACT AIDPL81-874	(8,500.00)	(8,500.00)	(4,558.13)	(3,941.87)	53.63%	0.00
180303 MEDICAID REIMBURSE	(350,000.00)	(350,000.00)	(129,902.10)	(220,097.90)	37.11%	0.00
JR ROTC	(105,000.00)	(105,000.00)	(58,272.64)	(46,727.36)	55.50%	0.00
FEDERAL	(463,500.00)	(463,500.00)	(192,732.87)	(270,767.13)	41.58%	0.00
CITY APPROPRIATIONS						
510500 CITY OPER APPR	(42,028,498.00)	(42,028,498.00)	(19,400,000.00)	(22,628,498.00)	46.16%	0.00
510500 FUND BALANCE RETURN	0.00	0.00	0.00	0.00	100.00%	0.00
510500 USE OF RESERVES	0.00	0.00	0.00	0.00	100.00%	0.00
CITY	(42,028,498.00)	(42,028,498.00)	(19,400,000.00)	(22,628,498.00)	46.16%	0.00
MISCELLANEOUS REVENUE						
189912 MISC REV/OTH FUNDS	(75,000.00)	(75,000.00)	(21,230.59)	(53,769.41)	100.00%	0.00
180303 REBATES & REFUNDS	(86,250.00)	(86,250.00)	(15,005.00)	(71,245.00)	17.40%	0.00
189903 DONATIONS & SP GF	0.00	0.00	0.00	0.00	0.00%	0.00
189909 SALE OTHER EQUIP	(16,500.00)	(16,500.00)	(11,000.00)	(5,500.00)	66.67%	0.00
189910 INSURANCE ADJUST	(100,000.00)	(100,000.00)	(66,047.14)	(33,952.86)	66.05%	0.00
E RATE REIMBURSEMENT	(115,500.00)	(115,500.00)	(110,105.11)	(5,394.89)	95.33%	0.00
TRANSFER IN/OUT	0.00	0.00	0.00	0.00	0.00%	0.00
MISCELLANEOUS	(393,250.00)	(393,250.00)	(223,387.84)	(169,862.16)	56.81%	0.00

CHARGES FOR SERVICES							
150201 RENTS - LAUREL	(123,000.00)	(123,000.00)	(123,000.00)	0.00	100.00%	0.00	
150201 RENTS - CVGS	0.00	(43,000.00)	0.00	(43,000.00)	0.00%	43,000.00	
161201 TUITION DAY SCHOOL	(80,000.00)	(80,000.00)	(79,028.20)	(971.80)	98.79%	0.00	
161206 GED TESTING FEES	(20,000.00)	(20,000.00)	(15,015.00)	(4,985.00)	75.08%	0.00	
161207 TUITION SUMMER SCH	(25,000.00)	(42,000.00)	(41,342.53)	(657.47)	98.43%	17,000.00	
161202 SPEC PUPIL FEES	(31,000.00)	(31,000.00)	(1,096.00)	(29,904.00)	3.54%	0.00	
161205 BUS RENTAL	(325,000.00)	(325,000.00)	(152,323.84)	(172,676.16)	46.87%	0.00	
190101 TUIT FM OTH CO/CY	(500,000.00)	(500,000.00)	0.00	(500,000.00)	0.00%	0.00	
161201 DUAL ENROLLMENT	(185,000.00)	(185,000.00)	0.00	(185,000.00)	0.00%	0.00	
PRINT SHOP	(65,000.00)	(65,000.00)	(30,762.19)	(34,237.81)	47.33%	0.00	
SCHOOL NUT UTILITIES	(90,000.00)	(90,000.00)	(19,067.30)	(70,932.70)	21.19%	0.00	
FACILITY RENTALS	(50,000.00)	(70,000.00)	(71,904.13)	1,904.13	102.72%	20,000.00	
INDIRECT COSTS FROM GRANTS	(200,000.00)	(200,000.00)	(80,504.20)	(119,495.80)	40.25%	0.00	
CHARGES FOR SERVICES	(1,694,000.00)	(1,774,000.00)	(614,043.39)	(1,159,956.61)	34.61%	80,000.00	
150101 INTEREST-BNK DPST	0.00	0.00	0.00	0.00	100.00%	0.00	
LEASE PURCHASE PROCEEDS	0.00	0.00	0.00	0.00	0.00%	0.00	
HEALTH INSURANCE RESERVE	0.00	0.00	0.00	0.00	0.00%	0.00	
DESIGNATION - ENCUMBRANCES	0.00	0.00	0.00	0.00	0.00%	0.00	
TOTAL OPERATING FUND	(95,338,167.00)	(95,418,167.00)	(46,003,621.67)	(49,414,545.33)	48.21%	80,000.00	
REVENUE OVER/(UNDER) ORIGINAL BUDGET	80,000.00						
Note							
Bold accounts are affected by changes in ADM							

Agenda Report

Date: 03/06/18

Agenda Number: D-2

Attachments: Yes

From: Larry A. Massie, Acting Superintendent
Marie F. Gee, Director of Personnel

Subject: Personnel Report

Summary/Description:

The personnel recommendations for February 6 – March 6, 2018, appear as an attachment to this agenda report.

Disposition: **Action**
 Information
 Action at Meeting on:

Recommendation:

The acting superintendent recommends that the school board approve the personnel recommendations for February 6 – March 6, 2018.

NAME	COLLEGE	DEGREE/ EXPERIENCE	SCHOOL/ ASSIGNMENT	EFFECTIVE DATE
NOMINATIONS, INSTRUCTIONAL PERSONNEL, 2016-2017:				
Barbato Emily	Lynchburg College	BA / (Lv. 0	0 yrs 3) Dearington Elementary Literacy Coach/Teacher PT	02-12-2018
Lucena Sean	Florida Atlantic University	BA / (Lv. 0	0 yrs 4) Heritage High School Math Teacher	02-26-2018
Sams Jessika	Liberty University	BA / (Lv. 0	0 yrs 3) Heritage High School ESL	02-09-2018
White A. Ryan	Lynchburg College	MA / (Lv. 3	3 yrs 4) Linkhorne Middle School Acting Principal	02-21-2018
Wiley Janice	Lynchburg College	MED / (Lv. 38	38 yrs 3) Hutcherson ELC ECSE	02-26-2018
RESIGNATIONS:				
Arthur Angela	Lynchburg College	BA / (Lv. 0	0 yrs 4) E.C. Glass High School English Teacher	06-02-2018
Barrett Jennifer	Liberty University	BA / (Lv. 9	9 yrs 3) Heritage Elementary School Special Education Teacher	06-02-2018
Clampitt Adam	Liberty University	BA / (Lv. 0	0 yrs 4) E.C. Glass High School Computer Science	06-02-2018
Fanning Jacqueline	Liberty University	MA / (Lv. 2	2 yrs 3) Perrymont Elementary School Special Education Teacher	02-23-2018
Hancock Twanna	Virginia Tech	MA / (Lv. 14	14 yrs 1) Dunbar Middle School English Teacher	02-13-2018
Preston Jason	Liberty University	MA / (Lv. 12	12 yrs 2) Dunbar Middle School School Counselor	02-22-2018
Via Cynthia	Liberty University	MA / (Lv. 2	2 yrs 3) Heritage Elementary School Second Grade	03-02-2018

Agenda Report

Date: 03/06/18

Agenda Number: G-1

Attachments: No

From: Larry A. Massie, Acting Superintendent
Ben W. Copeland, Assistant Superintendent for Operations and Administration

Subject: Lynchburg City School Board Personnel Policies and Regulations

Summary/Description:

Converting the Lynchburg City School Board policies and administrative regulations to the Virginia School Board Association policies is an ongoing process. The policies in the first part of Section 5 - Personnel was approved by school board members on August 1, 2017. The remaining Personnel policies were presented to the school board on January 16, 2018, as Section 5 – Personnel Part 2 which will complete the conversion process for policies related to finance. Revisions were made to the policies and regulations that appear as attachments to this agenda report as a result of school board input.

Legal counsel has reviewed these policies and regulations relative to personnel. The school administration will provide an overview of the policies and respond to questions during this presentation.

Disposition: **Action**
 Information
 Action at Meeting on:

Recommendation:

The acting superintendent recommends that the school board approve Section 5 – Personnel Part 2 policies related to finance.

PERSONNEL POLICIES GOALS

The goal of the employment policies and practices of the Lynchburg City School Board is to promote the employment and retention of highly qualified personnel to effectively serve the educational needs of students.

Definitions

For the purpose of differentiating between various employees of the board in regards to salary guides and schedules and for consistency, the following definitions shall apply:

A. Employees of the Board

All employees are "Employees of the Board" and whenever reference is made to employees without distinction, such statement shall refer to all employees with the exception of the superintendent of schools.

B. Full-Time/Part-Time Employees

1. Full-time: An employee who works seven (7) or more hours per day, five (5) days per week, or at least 35 hours per week, exclusive of overtime or special assignments, is considered full-time.
2. Part-time: An employee who works less than seven (7) hours per day, or who works less than five (5) days per week, or less than 35 hours per week, or who is restricted to temporary or interim employment is considered part-time.

C. Professional Personnel

Professional personnel shall include those employees of the board who, by reason of their position(s), must have teaching or other licensure from the State Board of Education.

D. Classified/Support Personnel

Classified/support personnel shall include those positions that are not licensed by the State Board of Education.

E. Administrative Personnel

Administrative personnel shall be those persons, both licensed and classified, who have been assigned to the administrative salary schedule.

Adopted:

Legal Ref.: Code of Virginia, 1950, as amended, § 22.1-295.

Cross Refs.:	AC	Nondiscrimination
	GB	Equal Employment Opportunity/Nondiscrimination
	GBL	Personnel Records
	GBN	Staff Hiring Procedure

STAFF TIME SCHEDULES

Work Schedules

The workday for full-time professional and administrative staff is a minimum of seven hours and thirty minutes and continues until professional responsibilities to the student and school division are completed. Elementary school teachers will be provided at least an average of thirty minutes per day during the students' school week as planning time. Administrative meetings, curriculum development, pupil supervision, assigned duties, parent conferences, group or individual planning and extra-curricular activities may require hours beyond the stated minimum. Work schedules for non-exempt employees will be defined by the Superintendent or his/her designee, consistent with the Fair Labor Standards Act and the provisions of this policy.

Workweek Defined

Working hours for all employees not exempted under the Fair Labor Standards Act, including but not limited to secretaries, bus drivers, school nutrition staff, custodians, instructional assistants, and maintenance personnel will conform to federal and state regulations. For purposes of compliance with the Fair Labor Standards Act, the workweek for school district employees will be 12:00 a.m. Saturday until 11:59 p.m. Friday.

Overtime

The Lynchburg City School Board discourages overtime work by non-exempt employees. A non-exempt employee will not work overtime without the express approval of his/her supervisor. All overtime work must be approved in writing by the Superintendent or his/her designee.

Principals and supervisors must monitor on a weekly basis and report such time to the Superintendent or his/her designee and may need to adjust daily schedules to prevent non-exempt employees from working more than 40 hours in a workweek.

Accurate and complete time records of actual hours worked during the workweek must be submitted to the payroll department. The employee's supervisor or his/her designee will review work records of employees on a regular basis to make an assessment of overtime use.

Non-exempt employees whose workweek is less than 40 hours will be paid at the regular rate of pay for time worked up to 40 hours. Such employees will be provided overtime pay as provided above for working more than 40 hours in a workweek.

Employees will be provided with a copy of this policy and will be required to sign this policy to acknowledge their understanding of overtime provisions. Such signed policy will constitute the written agreement required in this section.

Attendance Expectations

All employees are expected to be present during all work hours. Absence without prior approval, chronic absences, habitual tardiness or abuses of designated working hours are all considered neglect of duty and will result in disciplinary action up to and including dismissal.

Adopted:

Legal Refs.: 29 U.S.C. § 201 et seq.

29 C.F.R § 516.1 et seq.

Code of Virginia, 1950, as amended, §§ 22.1-291.1, 40.1-28.8 et seq.

Cross Ref.: IC/ID School Year/School Day

STAFF LEAVES AND ABSENCES

All employee leaves and absences are subject to school division policy and regulations. The Superintendent shall establish any regulations necessary for the application of the division's policies regarding leaves and absences.

Adopted:

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

Cross Refs.:	GCBE	Family and Medical Leave
	GCBEA	Leave Without Pay
	GCBEB	Military Leave and Benefits
	GCQA	Nonschool Employment by Staff Members

SICK LEAVE

A. Definitions

Legacy Employee – full-time employee who was hired in a Virginia Retirement System (VRS) eligible position prior to January 1, 2014 who is a member of the VRS Plan 1 or Plan 2. For further information, see VRS Plan 1 or 2 Member Handbook at www.varetire.org.

Hybrid Employee – full-time employee who was hired in a VRS eligible position on or after January 1, 2014 and who is a member of the VRS Hybrid Retirement Plan. For further information, see VRS Hybrid Member Handbook at www.varetire.org.

Immediate Family – parent, son, daughter, foster parent/child, stepmother, stepfather, stepson, stepdaughter, husband, wife, brother, sister, son-in-law, daughter-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, grandparent-in-law, grandchild, or relative other than the above if such relative lives in the household of the employee.

B. Personnel Covered

Full-time employees and part-time employees earn sick leave each month.

1. Full-time employees: Sick leave without loss of pay is allowed in the amount of one day earned per contract month. All employees will be fronted the first 3 days of their sick leave after the first worked day of their contract. The remaining days will be divided over the remaining months of their contract.
2. Part-time employees: Sick leave without loss of pay is allowed in the amount of one day earned per contract month. A sick leave day shall be equal in length to the employee's part-time work day. Part-time employees who work less days per week than full-time employees shall earn sick leave days according the employee's full-time equivalency (FTE).

C. Accumulation of Sick Leave

1. Employees may use accumulated sick leave without loss of pay.
2. For Legacy and part-time employees, unused sick leave accumulates from one contract year to the next with no maximum accumulation.
For Hybrid Employees, unused sick leave accumulates from one contract year to the next with a maximum of 90 days to be carried over as of June 30th each year.
3. Employees may use anticipated sick leave during the contract period. If the employee resigns or is terminated prior to the end of the school year, the employee shall repay the school division for any used but unearned days of sick leave. Repayment shall occur by deducting unearned sick leave days from his/her final pay. Any amounts due that cannot be deducted from final pay must be paid in full within thirty (30) days after written notification to the employee of the outstanding amount due, after which the school division may pursue civil action to collect the outstanding amount due.
4. An employee who is absent as a result of a work-related injury covered by the Virginia

Worker's Compensation Act shall use accumulated sick leave as specified in policy EI Insurance Management.

5. Sick leave may be taken in no less than half day increments for exempt employees and may be taken in no less than one hour increments for non-exempt employees.
6. Employees who have accumulated sick leave and who are unable to report for work at the beginning of their contract year because of illness, as certified by their physician, may use accumulated leave not exceeding the number of days to their credit as of June 30th of the preceding contract year. Once employees physically report to work, they will receive an allocation of days for the new contract year based on their actual report-to-work day. They may be required to provide a physician's certification of their ability to perform their duties. Employees with no available leave cannot use sick leave unless or until they have physically reported to work.
7. If an employee uses all of his/her sick leave days accrued, personal or vacation days may be used for additional days missed. If the employee has no personal or vacation days, the employee will be docked the equivalent of one day's pay for each day used.
8. All questions regarding sick leave should be directed to the Director of Personnel.

D. Absences Covered

1. Sick leave shall be allowed for personal illness or quarantine. In the event an illness requires absence from duty for a continuous period of five or more school days or at any other time deemed advisable by the Superintendent or designee, a statement certifying the employee's condition of health may be required from a physician. This statement shall be filed with the Director of Personnel. For absences greater than five days, refer to policy GCBE Family Medical Leave Act (FMLA) or GCBEA Emergency Medical Leave (EML).
2. Sick leave, not to exceed five days for any one illness in the employee's Immediate Family will be allowed. Absence from duty in this section is charged to the employee's total sick leave account in the same manner as absence due to personal illness or quarantine. For absences greater than five days, refer to policy GCBE FMLA.
3. Sick leave for absence related to pregnancy and child birth is allowed for that period of time certified by a physician, that the employee is physically unable to perform her duties up to the number of sick leave days for which the employee is eligible. It shall be the responsibility of the employee to provide the required physician's statement defining the exact period of disability, and to consult with the Superintendent or designee to establish the total period of absence. Leave without pay may be granted to the employee, upon proper request to the Superintendent or designee, when absence beyond that accountable to sick is desired. For absences greater than five days, refer to policy GCBE FMLA or GCBEA EML.

E. Extended Illness Program

The purpose of the Extended Illness Program (EIP) is to provide additional sick leave for those members who have a long-term (15 or more consecutive days) illness or injury and who have exhausted their sick leave.

A Legacy or part-time employee may enroll by donating one day of his/her sick leave to the program. Enrollment may be accomplished by submitting the EIP Application to the EIP Committee. This committee will consist of Assistant Superintendent of Operations, Chief Financial Officer, and Director of Personnel or designees.

A short-term disability (STD) benefit is provided for Hybrid Employees, therefore, Hybrid Employees are not eligible to participate in EIP. For further information, see <http://www.vacorp.org/hybrid-disability/>.

1. Enrollment

- a. A Legacy or part-time employee will be eligible to enroll within the first 30 days of employment.
- b. An employee who does not enroll when first eligible may do so during open enrollment by submitting an EIP application.
- c. All eligible employees must be enrolled in the plan for six months prior to becoming eligible to utilize the benefits of the EIP.
- d. Upon enrollment the employee donates one (1) day of sick leave to the program and one day thereafter whenever an assessment is required.

2. Membership/Participation

- a. Membership in the program shall be continuous unless the employee informs the committee in writing of intent to withdraw from participation in the program.
- b. The first twenty (20) consecutive contract days (qualifying period) of illness or injury will not be covered by the program but must be covered by the employee's own accumulated leave or leave without pay.
- c. A member of the program will not be able to utilize sick leave benefits until he/she depletes his/her own sick and personal/vacation/non-accumulative leave.
- d. A member utilizing days from the program will not have to replace these days except as a regular contributory member in accordance with the provisions for assessment.
- e. Absences due to procedures or treatments not medically necessary or absences that are a bridge to retirement are not eligible for the EIP.
- f. Days drawn from the program for any one period of eligibility must be consecutive and will run concurrently with FMLA. If the member suffers a recurrence or relapse within 30 days due to the original illness or injury, the member is not required to meet another 15-day qualifying period. Otherwise, members must return to work and must meet the 15-day qualifying period before becoming eligible to utilize the EIP again.
- g. EIP days are for employee's use only and do not apply to absence due to family illness.
- h. Members are eligible to withdraw up to twenty (20) days maximum per school year of EIP leave. The employee can use the balance of the approved EIP leave from the previous school year if there is a need under the original request for leave to continue into the next year. The leave must be consecutive without a break. If a member does not use all of the days granted from the EIP, the unused days will be returned to the EIP. A new application for EIP leave must be submitted for review by the committee for a succeeding school year.
- i. In the event the same illness has been continually incapacitating through the non-contracted period for employees who work less than twelve (12) months, the

- employee can use the balance of the approved EIP leave from the previous school year. Once this leave is exhausted, the employee must submit a new application and meet the 15 day qualifying period.
- j. Members of the EIP will be assessed an additional day of sick leave at such times as the program is depleted to 200 days. Notification from the EIP committee of such assessment shall be sent to each member at the time it is determined to be necessary, and the assessment shall be made unless the participant chooses to cease membership in the program. A member who has no sick leave to contribute at the time of assessment will have this day deducted from the first sick leave day subsequently accumulated.
 - k. Upon termination of employment or withdrawal of membership, a participant will not be permitted to withdraw any contributed days.
3. To Request Leave From the Program
- a. A completed EIP Leave Withdrawal Form shall be submitted to the EIP Committee. The committee shall approve/disapprove the request within 5 business days.
 - b. The leave withdrawal form may be submitted in anticipation of exhaustion of all paid leave, but no member will actually receive donated leave until all paid leave is exhausted.
 - c. The leave withdrawal form must include medical certification from an attending physician that identifies the medical problem and the estimated time period of incapacity, including any restrictions. No request will be considered unless medical information is included. Completed FMLA paperwork may be submitted along with the withdrawal form in place of the medical certification.
4. Approval Authority
Decisions to grant leave under this policy will be made by the EIP Committee. The decision of the committee is final and is not subject to appeal.

F. Catastrophic Medical Leave

A full-time employee may be granted up to twenty (20) additional days of unpaid Catastrophic Medical Leave (CML) in the event the employee has a continuous and prolonged absence of five (5) or more days. This leave period will run concurrently with FMLA or EML. The absence must be for personal illness beyond the employee's accumulated leave including personal/vacation/non-accumulative leave. An employee is not required to be a member of the Extended Illness Program (EIP); however, if the employee is a member all leave must be exhausted before requesting CML.

A request in writing must be submitted to the CML Committee. This committee will consist of the Assistant Superintendent of Operations, Chief Financial Officer, and the Director of Personnel or designees. The committee will forward the request to the Superintendent for final approval. A full-time employee will be limited to one occurrence of CML during a 12-month period. Continued absence beyond CML shall be without pay.

G. Transfer of Leave

Accumulated sick leave may be transferred up to a maximum of ninety (90) days for Legacy

Employees and forty (40) days for Hybrid Employees. Such leave can be transferred within Virginia from one school division to another if the school division to which the employee transfers agrees to accept the responsibility for the accumulated sick leave. The Lynchburg City School Board will accept such transfer of leave from other participating Virginia divisions for certified employees.

H. Termination

When an employee's services are terminated for any cause and the person is employed by any other participating school board in Virginia, upon request, a certificate of all sick leave which has accumulated to the credit of said employee shall be furnished to the said employing school board. An employee who has left the public school system of Virginia or is unable to work in the public schools of Virginia for a period of three consecutive years because of illness or physical disability or family responsibility will forfeit all accumulated sick leave. This three year period will begin on the date of the last paycheck received from Lynchburg City Schools.

Persons who leave public school employment to enter the Armed Services do not forfeit accumulated sick leave earned unless they fail to return to such employment immediately upon discharge from an original tour of duty in the Armed Services. Sick leave credit is not allowed for the period while in the Armed Services.

PERSONAL LEAVE

A. Personal Leave: No Deduction in Pay

Full-time employees not eligible for vacation leave will be advanced personal leave at a rate of two days per year. New employees who begin work between July 1 and December 31 accrue two personal leave days. New employees who begin work between January 1 and June 30 accrue one personal leave day. A maximum of five personal leave days may be accumulated by an employee. Once personal leave has accumulated to five days, the employee will receive sick leave days in lieu of days that would have been awarded as personal leave.

Employees eligible for personal leave are discouraged from requesting such leave at times when a substitute may not be able to adequately handle the responsibilities of the job. Specifically, a personal leave request will be disapproved, unless there are extenuating reasons, during the following periods:

1. The first ten student days and the last ten student days of the school year,
2. The day before and the day after a local, state, or national holiday as established and announced by the School Board.

A written, detailed statement must be submitted to the director for personnel if, for extenuating reasons, personal leave is requested during these periods.

B. Leave Without Pay or "Dock"

Once an employee depletes his/her personal leave, all other absences other than sick leave or professional leave will be deducted from pay at the daily rate.

C. Substitute Coverage

If personal leave is approved by the school principal and the Director for Personnel, the procurement of a substitute, if required, is automatically authorized.

D. Exceptions

Principals must exercise judgment in granting time away from school for emergencies which occur during the school day. Personal leave may be taken in one hour increments and cannot be used in conjunction with any other leave. Other absences from assigned duties may be granted for less than one hour and will not be charged against personal leave. Such absences should be permitted only when students are not in attendance, when a substitute is not required, or in cases of extreme emergency. Questions regarding this regulation should be referred to the Director for Personnel.

Approved by Superintendent: October 17, 1978
Revised by Superintendent: December 1, 1982
Revised by Superintendent: August 2, 1983
Revised by Superintendent: August 20, 1984
Revised by Superintendent: December 4, 1990
Revised by School Board: September 20, 2005

SPECIAL LEAVE

Special leave is absence from duty allowable to employees with approval of the Superintendent or designee, for example, the performance of professional or civic duties. Requests for special leave are to be addressed to the Superintendent or designee in writing.

A. Professional Duties

Absence from duty without loss of pay or benefits is allowable for the reasons listed below:

1. To serve as delegates or officers for professional organizations when the interest of the school division is involved.
2. To visit model projects of interest to the school division.
3. To assume major community responsibilities when the interest of the school division is involved.
4. To attend certain special conferences when the interest of the school division is involved.
5. To attend professional meetings outside of the city when approved by the Superintendent.
6. To perform other professional and civic duties when approved by the Superintendent.

B. Jury Duty and Subpoenaed Witnesses

An employee who is summoned to serve on jury duty, or an employee (except a defendant in a criminal case) who is summoned or subpoenaed to appear in court, may be granted special leave with pay. The employee should provide his or her supervisor with reasonable notice and a copy of the summons or subpoena. The employee is not required to use sick, vacation, or personal leave as a result of the absence from employment, due to such jury duty or court appearance. Any payment received from the courts may be retained by the employee.

C. Bereavement

In the case of the death of an immediate family member, full-time and part-time employees may be absent without loss of pay and without sick leave deduction for a period not to exceed three (3) days per occurrence.

Legal Refs: Code of Virginia §18.2-465.1

Adopted by School Board:

MILITARY LEAVE AND BENEFITS

Leave

All employees of Lynchburg City School Board who are members of the state or federal military reserves are entitled to leaves of absence from their duties on all days during which they are engaged in federally funded military duty, including training duty, or when called forth by the Governor. Immediately upon receipt of official notice to report for duty, the employee will notify his or her supervisor of the need for military leave. A copy of the official orders must accompany the leave request.

Pay/Paid Leave

All employees on military leave will receive up to 15 days paid leave per federally funded tour of duty. When possible, military leave for employees on less than a 12-month contract will be arranged during non-duty hours. An employee who is scheduled for a physical examination for military service during working hours, including but not limited to pre-induction physicals, will be given paid leave.

In addition, full-time employees of the Lynchburg City School Division whose active duty service with the regular armed forces of the United States or the National Guard or other reserve component requires his or her absence from employment will receive supplemental pay if the employee's military compensation is less than the regular salary paid to the employee by the school division.

The employee will be permitted, upon request, to use any vacation, annual, or similar leave that had accrued at the time military leave began.

Except as outlined above, military leave is unpaid.

Benefits

Health Benefits

If the employee so desires, the employee and the employee's dependents may continue to participate in the division's group health plan for up to 24 months while the employee is on military leave. The employee must notify the Benefits Department if he/she wants to continue participation in the group health insurance plan. Employees who elect to continue on the division's health plan must pay, per pay period, the premium normally paid by the employee at the time of leave.

Retirement Benefits

An employee reemployed after military leave will be treated as not having incurred a break in service. The period of military leave will be considered service to the division for purposes of vesting and benefit accrual. The division is responsible for its pension plan funding

obligation. The division is not required to make its contribution until the employee is reemployed.

The employee will be allowed, but not required, to make up his or her contributions to a contributory plan. The employee may repay his or her employee contributions for a period of up to three times the period of military service, but not to exceed five years. If the employee's retirement plan is contributory and the employee does not make up his or her contributions, he or she will not receive the employer match or the accrued benefit attributable to his or her contribution because the employer is required to make contributions that are contingent on the employee's contributions.

The employer and employee contribution will be calculated on the rate of pay the employee would have received but for the absence to serve military duty.

Reemployment

An employee who is entitled to military leave by reason of service in the federal military reserves is entitled to be reemployed by the School Board as long as he or she

- has given advance notice of the need for military leave (unless notice is precluded by military necessity or is otherwise impossible or unreasonable);
- has not been absent from his or her job for more than five years; and
- returns to work as outlined below.

If the employee was absent from work for

- less than 31 days, he or she must report back to work by the beginning of the next regularly scheduled work period after a reasonable amount of time to arrive home, rest and report to work;
- more than 30 days but less than 181 days, the employee must submit an application for reemployment within 14 days after the completion of service;
- more than 180 days, the employee must submit an application for reemployment within 90 days after the completion of service.

Employees who are entitled to military leave due to service in the Virginia military reserves must make written application for reemployment within (1) 14 days of release from duty or from hospitalization following release if the length of the employee's absence by reason of service in the uniformed services does not exceed 180 days or (2) 90 days of his/her release from duty or from hospitalization following release if the length of the employee's absence by reason of service in the uniformed services exceeds 180 days.

Upon returning from duty, an employee will be restored to the same job he/she held before leaving or to a comparable job. The School Board is not obligated to reemploy persons returning from military leave in certain unusual situations specified by state and federal law.

Termination after Reemployment

A person who is reemployed after returning from more than 30 days of military duty will

not be discharged except for cause

- within one year after the date of reemployment, if the person's period of military service before the reemployment was more than 180 days; or
- within 180 days after the date of reemployment, if the person's period of military service before the reemployment was more than 30 days but less than 181 days.

Discrimination Against Members of Military Reserves Prohibited

Members of the military reserves will not be denied initial employment, reemployment, retention in employment, promotion, or any benefit of employment on the basis of that membership.

Adopted:

Legal Refs: 38 U.S.C. §§ 4312, 4313, 4316, 4317.

20 C.F.R. §§ 1002.259, 1002.261, 1002.262, 1002.267.

Code of Virginia, 1950, as amended, §§ 22.1-289.2, 44-93, 44-93.1, 44-93.3, 44-93.4, 44-102.1.

VACATIONS

Vacation must be earned prior to use. Any exceptions, due to extenuating circumstances, must be approved in writing by the Superintendent.

A. Scale

Full-time administrative and classified personnel who work a twelve-month, 260-day contract will earn annual vacation leave as follows:

1-60 months	of service credit	1.00 day per month
61-120 months	of service credit	1.25 days per month
121-180 months	of service credit	1.50 days per month
181-240 months	of service credit	1.75 days per month
241+ months	of service credit	2.00 days per month

B. Prior Service Credit

Prior service credit will be granted as follows:

1. Administrators will receive one year (12 months) of vacation service credit for each two full-time years of teaching experience in a school accredited by a state or regional accrediting agency. Administrators having prior service in a school or school division accredited by a state or regional accrediting agency will receive one year of vacation eligibility service credit for each year of full-time administrative service with that system or agency.
2. Non-twelve month Lynchburg City School employees transferring to a 12 month position within our division will receive one year (12 months) of vacation service credit for every two years of full-time Lynchburg City School employment. A full year of employment is determined to be 180 or more days during one school year.

C. Accumulated Vacation Leave

Under no circumstances can an eligible employee carry over more than thirty-six (36) vacation days on June 30 of each year.

Employees planning to retire or resign will be paid for the accumulated vacation time up to the maximum of 36 days at the daily rate of pay based on their current annual VRS reportable contract.

C. Limitations

Vacation requests must be submitted in advance and approved by the supervisor. Vacation time may be taken in half or full day increments. Other absences from assigned duties may

be granted for less than one hour and will not be charged against vacation leave. Such absences should be permitted for building administrators only when students are not in attendance, when a substitute is not required, or in cases of extreme emergencies.

Adopted by School Board: June 19, 1973 (retroactive to July 1, 1972)

Revised by School Board: January 1, 1981

Revised by School Board: November 2, 1982

Revised by School Board: August 2, 1983

Revised by School Board: September 3, 1985

Revised by School Board: February 1, 1994

Revised by School Board: June 15, 1999

Revised by School Board: October 17, 2000

Revised by School Board: December 6, 2005

Revised by School Board: February 7, 2017

EMERGENCY MEDICAL LEAVE WITHOUT PAY

Employee’s Debilitating or Life-Threatening Illness or Injury

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

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

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

Prior approval must be obtained prior to leave being taken.

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

Other Work During Leave

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

Adopted:

Legal Ref.: Code of Virginia, 1950, as amended, § 22.1-296.

Cross Refs.: GCBD Staff Leaves and Absences
GCBE Family and Medical Leave
GCBEB Military Leave and Benefits

Agenda Report

Date: 03/06/18

Agenda Number: G-2

Attachments: Yes

From: Michael J. Nilles, School Board Chairman

Subject: Superintendent's Contract

Summary/Description:

Dr. Crystal M. Edwards will be released from her current contract with the Lawrence Township Public Schools on March 31, 2018. As a result, she will begin as superintendent with the Lynchburg City Schools on April 1, 2018. It is necessary for the school board to approve this revision to her contract.

Disposition: **Action**
 Information
 Action at Meeting on:

Recommendation:

The school board chairman recommends that the school board appoint Dr. Crystal M. Edwards as superintendent of the Lynchburg City Schools for a term commencing April 1, 2018, and ending June 30, 2021, and authorize the school board chairman and the clerk to enter into a contract with Dr. Edwards setting forth, among other things, salary and benefits and in the form attached to the minutes of this meeting.

LYNCHBURG CITY SUPERINTENDENT'S CONTRACT

This contract entered into this 6th day of March, 2018, by and between the Lynchburg City School Board, hereinafter called "Board," and Dr. Crystal M. Edwards, hereinafter called "Superintendent."

PREAMBLE

Whereas, the Board, at its regular meeting on March 6, 2018, resolved to employ Dr. Crystal M. Edwards as the Superintendent of the Lynchburg City School Division for a period commencing April 1, 2018, and ending June 30, 2021; and

Whereas, the parties wish to enter into an agreement setting forth the terms of employment during the contract period

NOW, THEREFORE, in consideration of the premises and the mutual promises hereinafter set forth, the parties agree as follows: -

I.

TERM OF EMPLOYMENT

The Board agrees to employ the Superintendent, and the Superintendent hereby accepts employment, as Superintendent of the Lynchburg City Public Schools for a term commencing May 1, 2018, and ending June 30, 2021.

The Board may, by specific action and with the consent of the Superintendent, extend the termination date of this Agreement to the full extent permitted by the laws of the Commonwealth of Virginia.

II.

DUTIES OF SUPERINTENDENT

- (a) The Superintendent shall serve as the chief administrative officer of the Lynchburg City Public Schools in accordance with the laws of the Commonwealth of Virginia, the regulations of the State Board of Education, the policies and regulations adopted by the Board, and the legal directives of the Board. The Superintendent agrees that she will devote her time, skill, labor, and attention to duties as the chief administrative officer of the Lynchburg City Public Schools.
- (b) The Superintendent agrees that she will perform any other legally permissible duties or functions which the Board may see fit to assign to her in writing at any time during the term of this Agreement consistent with the office of Superintendent.

- (c) The Superintendent shall have charge of the administration of the Lynchburg City Public Schools, under the direction of the Board. She shall be the chief executive officer for the school system; shall select, organize and assign all personnel, as best serves the Lynchburg City Public Schools, subject to the approval and policies of the Board and the laws of the Commonwealth; shall oversee the instructional program and business affairs of the Lynchburg City Public Schools; shall from time to time suggest policies, regulations, rules, and procedures deemed necessary for the well ordering of the Lynchburg City Public Schools; and in general perform all duties incident to the office of Superintendent as prescribed by Board policy and such other duties as may be prescribed by the Board from time to time.
- (d) The Superintendent shall fully and completely inform the Board of any and all information that is relevant to the functioning of the Board.
- (e) The Board, both individually and collectively, will promptly refer all criticisms, complaints, and suggestions concerning the Lynchburg City Public Schools or its employees to the Superintendent or designee for investigation, study, review and recommendation.

III.

COMPENSATION

The Superintendent shall receive a salary at the rate of ONE HUNDRED NINETY THOUSAND AND 00/100 DOLLARS (\$190,000.00) per fiscal year, prorated for partial years, and will be paid in equal monthly installments in accordance with the standard policy of the Board governing payment of professional staff members in the school division. The annual salary of the Superintendent may be adjusted or increased by Amendment for any subsequent fiscal year during the term of this Agreement, and any such Amendment shall become part and parcel of this Agreement. Adjustments to compensation will be considered by the Board in conjunction with the Superintendent's evaluation during spring of each year. Annual salary increases thereafter for the Superintendent shall equal no less than the average increase approved by the Board for instructional personnel for the corresponding fiscal year, unless the Board determines that the Superintendent's performance dictates otherwise.

- (a) In no event, however, shall the salary adjustment reduce the annual salary below the salary of the preceding fiscal year unless otherwise agreed to by the Superintendent and the Board in writing.
- (b) Any adjustments to the annual salary for subsequent years during the term of this Agreement shall be in writing and shall be in the form of an amendment or addendum to this Agreement, thus obviating the need for an entirely new Agreement for each adjustment.

IV.**ANNUAL LEAVE AND SICK LEAVE**

- (a) The Superintendent shall receive thirty (30) days of annual leave in year one (1) of this Agreement, which annual leave can be accumulated to a maximum of forty-eight (48) days. Unless the Superintendent is terminated for cause as provided in Paragraph X below, the Superintendent will be paid for unused accumulated annual leave, up to a maximum of forty-eight (48) days, upon the expiration or termination of this contract.
- (b) The Superintendent shall accrue one (1) day of sick leave per month, which leave can be accumulated to a maximum of one hundred-twenty (120) days. Unless the Superintendent is terminated for cause as provided in Paragraph X below, Superintendent will be paid for unused sick leave accumulated while employed hereunder, up to a maximum of one hundred-twenty (120) days, pursuant to School Board Policy 5-39 in effect on the date of this contract. Superintendent shall be entitled to transfer a maximum of 60 days of sick leave from prior employment. Transferred sick days may be used only after all sick days earned in this Division have been used. In no event shall Superintendent be paid for unused sick leave transferred from her prior employment should this contract expire or be terminated for any reason.

V.**AUTOMOBILE ALLOWANCE**

The Superintendent shall be paid \$600.00 per month for the use of the Superintendent's private automobile in the performance of her duties. This allowance will be prorated if the Superintendent begins employment after the first of the month. This is considered salary as required by the Internal Revenue Code and for purposes of the Virginia Retirement System, and it will be paid in equal installments in each pay period as part of the Superintendent's annual salary. The Superintendent shall be responsible for paying any taxes that may be due on account of such payments.

VI.**PAYMENT OF OTHER BENEFITS AND EXPENSES**

- (a) The Board agrees to pay the full premium for coverage for the Superintendent and her family in the Board-sponsored health insurance program selected by the Superintendent, including dental and vision coverage, and for the YRS group term life insurance for the Superintendent. For each year of this contract, the Board agrees to pay the a contribution toward the annual premium, not to exceed \$1,000.00, for a life insurance policy selected by the

Superintendent.

- (b) The Board, upon prior approval by the Board Chair, may pay reasonable expenses incurred by the Superintendent within the allowance of the annual budget, submitted to the Board for payment for attendance at appropriate professional meetings held at the local, state and national levels.
- (c) The Superintendent will be provided PDA with cell phone service for school related business.
- (d) The Superintendent shall be entitled to any other benefits set forth in the School Board policy manual for twelve (12) month administrative personnel, unless otherwise noted in the Agreement. These benefits shall be provided in accordance with all applicable Board policies and procedures, as may be revised from time to time.

VII.

EVALUATION

The Superintendent and the Board will agree on an evaluation instrument, consistent with state law and regulations, to evaluate the Superintendent within sixty (60) days of the effective date of this Agreement. If the Superintendent and the Board are unable to agree upon an evaluation instrument, the Superintendent and the Board will utilize the Guidelines for Uniform Performance Standards and Evaluation Criteria for Superintendents, approved by the Virginia Board of Education, as revised on July 23, 2015. Using such instrument, the Board shall evaluate annually the Superintendent before the end of the fiscal year with an interim review after six months. The evaluation in the final year of this Agreement must be completed at least six (6) months before the end of that fiscal year.

The Board shall devote at least a portion of a scheduled Board meeting to conduct the Superintendent's evaluation and discuss the working relationship between the Superintendent and the Board. At least six (6) weeks prior to any such scheduled Board meeting, the Board shall provide the Superintendent with notice and an opportunity to provide to the Board for consideration a self-evaluation based on the agreed instrument. The Board shall provide evaluative feedback and establish performance criteria which can be used constructively by the Superintendent during the subsequent year. To the extent permitted by law, all aspects of such discussions shall be treated confidentially by the School Board and the Superintendent, unless used for purposes of discharge pursuant to Section X below, and such discussions shall be held in a closed meeting.

VIII.**CONTRACT RENEWAL**

Within six (6) months prior to the termination date of this Agreement (June 30, 2021), the Board and Superintendent shall communicate to each other their non-binding intent with respect to renewal of this Agreement. To the extent permitted by law, such communications shall be treated confidentially and shall be held in a closed meeting. Nothing herein shall prohibit the mutually agreed upon dissolution of this Agreement.

IX.**OTHER WORK OR ACTIVITIES**

The Superintendent covenants and agrees to devote her time, skill, and labor during the term of this Agreement toward the fulfillment of her duties pursuant to this Agreement. The Superintendent may, with prior approval of the Board, undertake consultative work, speaking engagements, writing, lecturing, or other professional activities for compensation so long as such activities do not interfere with her duties under this Agreement and providing vacation leave or leave without pay for any such absences would be used. Pursuant to Section 22.1-66 of the Code of Virginia, the office of Superintendent shall be deemed vacant upon the Superintendent engaging in any other business or employment without such prior approval by the Board. The Superintendent, with prior approval of the Board, may attend appropriate professional meetings at the local, state, and national level which will be beneficial to her performance under this Agreement and/or which may enhance the operation of the Lynchburg City Public Schools.

X.**DISCHARGE**

The Superintendent, in accordance with Section 22.1-65 of the Code of Virginia, may be assessed a reasonable fine, suspended from office for a limited period of time, or removed from office by either the State Board of Education, upon recommendation of the Superintendent of Public Instruction or the Board for sufficient cause. The Superintendent may appeal to the Lynchburg Circuit Court any decision of the Board of Education or school board to assess a fine against her or to suspend or remove her from office and she shall be entitled to a trial de novo on such appeal of whether there was sufficient cause therefor.

In the event the Superintendent is terminated for sufficient cause pursuant to Section 22.1-65 of the Code of Virginia, which cause may include, but is not limited to, material breach of this Agreement, forfeiture of office, immorality, non-

compliance with school laws and regulations, willful noncompliance with Board policies and regulations, conviction of a felony or a misdemeanor as set forth in Section 22.1-296.1 of the Code of Virginia (or an equivalent offense in another state), or any good and sufficient cause which renders the Superintendent unfit to continue her duties, and such termination is upheld by the Court following any appeal, then all salary and benefits shall cease as of the effective date of such termination.

The Board shall serve written charges and notice of hearing upon the Superintendent, and follow all due process requirements of the law and the Virginia Code before taking any action to fine, suspend or remove the Superintendent. The Superintendent may, in her sole discretion, be accompanied by and represented by legal counsel at all hearings held by the Board under this section, provided that such expenses are incurred and paid by the Superintendent.

The Board may terminate the Superintendent without cause, in which event the Superintendent shall be entitled to ninety (90) days written notice and to one year's salary or the remaining salary due under this agreement, whichever is greater, as severance pay.

Nothing herein shall be deemed to limit the right of the Superintendent to voluntarily resign; provided, however, that such resignation shall be in accordance with Article XI of this Agreement.

XI.

VOLUNTARY RESIGNATION

In the event the Superintendent voluntarily resigns, all salary and benefits shall cease as of the effective date of such resignation. The Superintendent agrees to give the Board ninety (90) days written notice of such resignation; provided, however, that the Board may, in its sole discretion, waive any or all of this ninety (90) days notice requirement.

XII.

INDEMNITY

To the extent permitted by law, the Board hereby indemnifies and holds harmless the Superintendent and/or her estate from any and all demands, claims, damages, suits, actions, and legal proceedings brought against the Superintendent, in her individual capacity or in her official capacity, as agent and/or employee of the Board for any incident or activity arising out of and within the scope of her duties as Superintendent, provided that the actions of the Superintendent related to such demands, claims, damages, suits, actions and legal proceedings were undertaken in good faith, in accordance with the law, and within the scope of her official

authority. If, in the opinion of the School Board, a conflict exists regarding the defense to such claim between the legal position of the Superintendent and the legal position of the School Division, the Superintendent may engage counsel, in which event the School Board shall indemnify the Superintendent for the costs of her legal defense as permitted by state law. The Board shall not, however, be required to pay any costs of any legal proceedings in the event the School Board and the Superintendent have adverse interests in such litigation. In no event will individual Board members be considered personally liable for indemnifying the Superintendent against such demands, claims, damages, suits, actions and legal proceedings.

The Board agrees to provide insurance or self-insurance coverage in matters relating to the Superintendent's official duties within the scope of her employment, and legal counsel for the Superintendent as is provided to all employees in accordance with Section 22.1-83 of the Code of Virginia.

XIII.

OTHER TERMS AND CONDITIONS OF EMPLOYMENT

(a) The Superintendent shall obtain an annual comprehensive physical examination by a licensed physician. The cost of such examination shall be paid by the Board, not to exceed \$300 above the amount that is eligible for payment by Superintendent's insurance. A statement certifying that the Superintendent is able to carry out the duties of her office shall be filed by the examining physician with the Board and treated as confidential personnel and medical information by the Board. If the medical examination indicates that a disability will prevent the Superintendent from performing her duties for a period of six (6) months or more, the Board may, at its option and in its sole discretion, either temporarily or permanently, replace the Superintendent. If the independent medical evaluation indicates that a disability will prevent the Superintendent from performing her duties for less than six (6) months and if the Superintendent does not have sufficient accrued unused leave to cover her absence, the Board, at its option, may allow the Superintendent to take a leave of absence. In such instance, her health and life insurance shall remain in effect during the period of said leave of absence. If a question arises concerning the capacity of the Superintendent to perform her duties or to return to her duties, the Board may require the Superintendent to submit to a medical examination separate from that examination required above, to be performed by a doctor licensed to practice medicine in Virginia. The Board and the Superintendent shall mutually agree upon the physician who shall conduct the examination. The examination shall be conducted at the expense of the Board. The physician shall limit his report to the issue whether the Superintendent has a continuing disability which prohibits her from performing her duties. As to this issue, the physician's report shall be final, and if the Superintendent shall be found able to perform or resume her duties, he shall do so within ten (10) days of the issuance of the Doctor's

report. Nothing hereinabove set forth shall prohibit or limit the Board's right to seek the termination of this Agreement as provided herein.

- (b) This Agreement is expressly subject to the laws of the Commonwealth of Virginia, the regulations of the State Board of Education, and the policies of the Board as may be in effect from time to time. Any provision of this Agreement which is contrary to or violates such statutes, regulations or policies shall be void and such statutes, regulations or policies shall control and supersede any such invalid provision of the Agreement. Additionally, if any provision of this Agreement is held void or invalid, all remaining portions of this Agreement shall remain in full force and effect so long as they are severable from the invalid or void provision.
- (c) All changes, amendments and modifications to this Agreement shall be in writing and executed by both the Superintendent and the Board. Subject to the laws of the Commonwealth of Virginia, the regulations of the State Board of Education, and policies of the Board, this constitutes the entire agreement between the parties.
- (d) This Agreement supersedes any other agreement, written or oral, between the parties.
- (e) The failure of the Superintendent to perform the obligations agreed to in this Agreement may be reported by the Board to the Board of Education, and considered reason to terminate the contract in accordance with Section X of this Agreement.

XIV.

RESIDENCY, MOVING EXPENSES AND RELOCATION ALLOWANCE

The Superintendent shall establish legal residency in Lynchburg City within six months of taking office and shall maintain such legal residency in Lynchburg City until this agreement is terminated or expires. Failure to establish and maintain such legal residency within 6 months without prior approval by the Board shall be good and sufficient cause to terminate this agreement.

The Board agrees to reimburse the Superintendent for actual, reasonable expenses of moving household items, not to exceed \$10,000.00, provided the move is completed on or before 6 months from the effective date of employment. The Superintendent shall obtain and submit to the Board Chairman, three (3) bids for moving expenses. The Board agrees to reimburse the Superintendent in an amount no less than the lowest bid, unless actual, reasonable moving expenses are less than the lowest bid, and no more than the specified maximum.

XV.

CONTINGENCY

Employment of the Superintendent pursuant to this Agreement shall be contingent upon the Superintendent furnishing to the Board during the term of this Agreement evidence that the Superintendent is legally qualified to serve as Superintendent in accordance with the laws of the Commonwealth of Virginia and the regulations of the State Board of Education.

In witness whereof, the Lynchburg City School Board has caused this Agreement to be executed in its behalf by its Chairman in accordance with action by the School Board authorizing such execution on January 16, 2018, and the Superintendent has executed this Agreement.

EXECUTED this 6th day of March, 2018.

Signed:

Chairman, Lynchburg City School Board

Date

Superintendent

Date

ATTEST:

Clerk, Lynchburg City School Board

Date

Agenda Report

Date: 03/06/18

Agenda Number: H-1

Attachments: Yes

From: Larry A. Massie, Acting Superintendent
Ben W. Copeland, Assistant Superintendent of Operations and Administration

Subject: Policy JHCD Administering Medicines to Students and Regulation JHCD-RZ
Administration of Medication – Naloxone

Summary/Description:

As a result of the increase of the opioid use and addiction in Virginia, the Lynchburg City Schools administration has reviewed School Board Policy 7-53: Medication for Students While in School and Administrative Regulation 7-53: Administration of Medication. In lieu of revising the current policy and regulation, the school administration is recommending that the school board adopt Policy JHCD Administering Medicines to Students and Regulation JHCD-RZ Administration of Medication – Naloxone as these policies have been reviewed by legal counsel and are consistent with the conversion of policies to the Virginia School Boards Association policy format.

The policy and regulation will allow each school to store the prescription drug, Naloxone, and allow trained school nursing staff to administer it when necessary. Naloxone is a medication that can reverse a drug overdose caused by an opiate-related controlled substance. It can literally save a life.

Disposition: Action
 Information
 Action at Meeting on: 04/17/18

Recommendation:

The superintendent recommends that the school board receive this agenda report as an informational item and consider action at the school board meeting on April 17, 2018.

ADMINISTERING MEDICINES TO STUDENTS

Medications Prescribed for Individual Students

Employees of Lynchburg City School Board may give medication prescribed for individual students only pursuant to the written order of a physician, physician assistant, or nurse practitioner and with written permission from the student's parent or guardian. Such medicine must be in the original container and delivered to the principal, school nurse, or school division designee by the parent or guardian of the student.

Nonprescription Medications

Employees of Lynchburg City School Board may give nonprescription medication to students only with the written permission of the parent or guardian. Such permission shall include the name of the medication, the required dosage of the medication, and the time the medicine is to be given. Such medicine must be in the original container and delivered to the principal, school nurse, or school division designee by the parent or guardian of the student.

{Naloxone

Naloxone is a medication that can reverse a drug overdose caused by an opiate-related controlled substance. Naloxone shall be readily accessible to all employees who have completed the required training to administer it in the event of suspected drug overdose.}

Self-Care and Self-Administration of Medication

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

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

Students may be permitted to carry and self-administer other medications when the following conditions are met:

- Written parental permission for self-administration of specified non-prescription medication is on file with the school.
- The non-prescription medication is in the original container and appropriately labeled with the manufacturer's directions.
- The student's name is affixed to the container.
- The student possesses only the amount of non-prescription medicine needed for one school day/activity.

Sharing, borrowing, distributing, manufacturing or selling any medication is prohibited. Permission to self-administer non-prescription medication may be revoked if the student violates

this policy and the student may be subject to disciplinary action in accordance with the Standards of Student Conduct.

Self-Administration of Asthma Medications and Auto-Injectable Epinephrine

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

- Written parental consent that the student may self-administer inhaled asthma medications or auto-injectable epinephrine, or both, is on file with the school.
- Written notice from the student's health care provider is on file with the school, indicating the identity of the student, stating the diagnosis of asthma or anaphylaxis, or both, and approving self-administration of inhaled asthma medications or auto-injectable epinephrine, or both, that have been prescribed for the student; specifying the name and dosage of the medication, the frequency in which it is to be administered and the circumstances which may warrant its use; and attesting to the student's demonstrated ability to safely and effectively self-administer the medication.
- An individualized health care plan is prepared, including emergency procedures for any life-threatening conditions.
- There is a consultation with the student's parent before any limitations or restrictions are imposed on a student's possession and self-administration of inhaled asthma medications and auto-injectable epinephrine, and before the permission to possess and self-administer inhaled asthma medications and auto-injectable epinephrine at any point during the school year is revoked.
- Self-administration of inhaled asthma medications and auto-injectable epinephrine is consistent with the purposes of the Virginia School Health Guidelines and the Guidelines for Specialized Health Care Procedure Manual, which are jointly issued by the Virginia Department of Education and the Virginia Department of Health.
- Information regarding the health condition of the student may be disclosed to school board employees in accordance with state and federal law governing the disclosure of information contained in student scholastic records.

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

Epinephrine

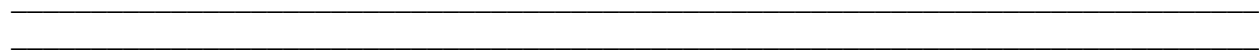
Pursuant to an order or standing protocol issued by the prescriber within the course of his professional practice, any school nurse, School Board employee, employee of a local

appropriating body or employee of a local health department who is authorized by a prescriber and trained in the administration of epinephrine may possess epinephrine and administer it to any student believed to be having an anaphylactic reaction.

Regulation

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

Adopted:



Legal Ref.: Code of Virginia, as amended, §§ 22.1-78, 22.1-274.01:1, 22.1-274.2, 54.1-2952.2, 54.1-2957.02, 54.1-3408.

Manual for Training Public School Employees in the Administration of Insulin and Glucagon (Virginia Department of Education Nov. 2011).

Cross Ref.:	EBBA	First Aid/CPR Certified Personnel
	JFC-R	Standards of Student Conduct
	<i>{JHCD-RZ</i>	<i>Administration of Medication – Naloxone}</i>
	JHCE	Recommendation of Medication by School Personnel
	JO	Student Records

ADMINISTRATION OF MEDICATION – NALOXONE

Lynchburg City Schools wishes to prevent opiate-related overdose deaths by making Naloxone available in its schools. Naloxone, commonly known by the brand-name Narcan®, is an opioid antagonist that works by displacing the opioid from the receptors in the brain and thus reverse an opiate overdose. It is a scheduled drug, but has no euphoric properties and minimal side effects. If it is administered to a person who is not suffering an opiate overdose, it will do no harm. Understanding and responding to opioid overdose emergencies requires training of appropriate school personnel.

Any person who in good faith prescribes, dispenses, or administers naloxone or other opioid antagonist used for overdose reversal in an emergency to an individual who is believed to be experiencing or about to experience a life-threatening opiate overdose shall not be liable for any civil damages for ordinary negligence in acts or omissions resulting from the rendering of such treatment if acting in accordance with the provisions of § 54.1-3408.

Training

The Superintendent or designee shall obtain a standing medical order which shall authorize the school district to obtain, store and administer Naloxone in compliance with this policy, and impose any other conditions appropriate to ensure the safety and well-being of an individual experiencing a drug overdose. The original standing order shall be maintained in the Superintendent's office, and copies of the standing order shall be kept in the nurse's offices of each school.

Before any Lynchburg City School employee may administer Naloxone, he/she must successfully complete the training curriculum, REVIVE, about recognizing opioid-related overdoses, administering Naloxone, and promptly seeking medical attention for drug overdoses. Evidence that such training has been completed shall be placed in the employee's personnel file. Employees are provided with refresher training every two years in conjunction with AED/First Aid/CPR certifications. A list of employees who successfully completed such training shall be maintained, updated and kept in the school nurse's office and central office.

Storage of Naloxone

Naloxone shall be safely stored in the school nurse's office at each school in compliance with the drug manufacturer's instructions.

Naloxone shall be readily accessible to those employees who have completed the required training to administer it in the event of suspected drug overdose. All properly trained staff shall be made aware exactly where Naloxone is stored.

Parental Notification

Lynchburg City Schools will notify students and their parents/guardians of this policy once each school year through electronic communications, student handbooks, the Lynchburg

City School website or other similar paper or electronic means of communication. Such notification shall encourage students to immediately report suspected drug overdoses to school officials to ensure medical assistance can be immediately provided.

Adopted:

Legal Ref.: Code of Virginia §§ 8.01-225, 54.1-3408, 54.1-3448

Cross Refs.: JHCD Administering Medicines to Students

STUDENTS

Medication for Students While in School P 7-53**A. Generally**

~~Administration of medication during school hours is discouraged and it is requested, whenever possible, medication doses be scheduled other than school hours.~~

~~"Medication" means any drug or substance used to treat disease, relieve symptoms or alleviate pain.~~

B. Medications

~~There may be some cases where it is necessary for students to take prescribed medicines or an over-the-counter medication. Physician/Parent Authorization to Administer Medication form shall be filled out by the physician/nurse practitioner, signed by the parent, and stored in the school health care facility. Over-the-counter medication requires a physician's/nurse practitioner's written order or parent's administration. Over-the-counter medications must be provided to the school in their original containers with the safety seal intact.~~

C. Health Care Plans

~~A health care plan must be developed for a student with diabetes or who requires inhalants and must be kept in his/her scholastic record. Health care plans for these students must be renewed/revised annually.~~

D. Injections

- ~~1. No injections may be given by school personnel except those listed in statement "2" below and those expressly authorized in writing by the parent/guardian and physician/nurse practitioner.~~
- ~~2. Glucagon, insulin, or epipen injections may be given by trained school personnel when expressly authorized in writing by the parent and physician/nurse practitioner.~~
- ~~3. For epinephrine injections, students are only allowed to carry the medication on them and self-medicate once written permission is provided by a physician/nurse practitioner, signed by the parent, and a health care plan is implemented.~~

E. Inhalants

~~For inhaled medications, students are only allowed to carry the medication on them and self-medicate once written permission is provided by a physician/nurse practitioner, signed by the parent, and an asthma health care plan is implemented.~~

STUDENTS

Medication for Students While in School (continued)F. Storage of Medication

Medications shall be stored in a secure place in each school.

Legal Reference:

~~Code of Va., § 8.01-226.5:1. Civil immunity for school board employees supervising self-administration of certain medication. "A. Any school principal or other employee of a school board who, in good faith, without compensation, and in the absence of gross negligence or willful misconduct, supervises the self-administration of inhaled asthma medications or auto-injectable epinephrine by a student, pursuant to § 22.1-274.2, shall not be liable for any civil damages for acts or omissions resulting from the supervision of self-administration of inhaled asthma medications or auto-injectable epinephrine by such student. Further, no such principal or school board employee shall be liable for any civil damages for any injuries or deaths resulting from the misuse of such auto-injectable epinephrine.~~

~~B. For the purposes of this section, "employee" shall include any person employed by a local health department who is assigned to a public school pursuant to an agreement between a local health department and a school board."~~

~~(2000, c. 871; 2005, c. 785.)~~

~~Code of Va., § 22.1-274 School health services "A. A school board shall provide pupil personnel and support services, in compliance with § 22.1-253.13:2. A school board may employ school nurses, physicians, physical therapists, occupational therapists and speech therapists. No such personnel shall be employed unless they meet such standards as may be determined by the Board of Education. Subject to the approval of the appropriate local governing body, a local health department may provide personnel for health services for the school division.~~

~~B. In implementing subsection P of § 22.1-253.13:2, relating to providing support services which are necessary for the efficient and cost-effective operation and maintenance of its public schools, each school board may strive to employ, or contract with local health departments for, nursing services consistent with a ratio of at least one nurse (i) per 2,500 students by July 1, 1996; (ii) per 2,000 students by July 1, 1997; (iii) per 1,500 students by July 1, 1998; and (iv) per 1,000 students by July 1, 1999. In those school divisions in which there are more than 1,000 students in average daily membership in school buildings, this section shall not be construed to encourage the employment of more than one nurse per school building. Further, this section shall not be construed to mandate the aspired-to ratios.~~

~~C. The Board of Education shall monitor the progress in achieving the ratios set forth in subsection B of this section and any subsequent increase in prevailing statewide costs,~~

STUDENTS

Medication for Students While in School (continued)

~~and the mechanism for funding health services, pursuant to subsection P of § [22.1-253.13:2](#) and the appropriation act. The Board shall also determine how school health funds are used and school health services are delivered in each locality and shall provide, by December 1, 1994, a detailed analysis of school health expenditures to the House Committee on Education, the House Committee on Appropriations, the Senate Committee on Education and Health, and the Senate Committee on Finance.~~

~~D. With the exception of school administrative personnel and persons employed by school boards who have the specific duty to deliver health-related services, no licensed instructional employee, instructional aide, or clerical employee shall be disciplined, placed on probation or dismissed on the basis of such employee's refusal to (i) perform nonemergency health-related services for students or (ii) obtain training in the administration of insulin and glucagon. However, instructional aides and clerical employees may not refuse to dispense oral medications.~~

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

~~E. Each school board shall ensure that, in school buildings with an instructional and administrative staff of ten or more, (i) at least two employees have current certification in cardiopulmonary resuscitation or have received training, within the last two years, in emergency first aid and cardiopulmonary resuscitation and (ii) if one or more students diagnosed as having diabetes attend such school, at least two employees have been trained in the administration of insulin and glucagon. In school buildings with an instructional and administrative staff of fewer than ten, school boards shall ensure that (i) at least one employee has current certification in cardiopulmonary resuscitation or has received training, within the last two years, in emergency first aid and cardiopulmonary resuscitation and (ii) if one or more students diagnosed as having diabetes attend such school, at least one employee has been trained in the administration of insulin and glucagon. "Employee" shall include any person employed by a local health department who is assigned to the public school pursuant to an agreement between the local health department and the school board. When a registered nurse, nurse practitioner, physician or physician assistant is present, no employee who is not a registered nurse, nurse practitioner, physician or physician assistant shall assist with the administration of insulin or administer glucagon. Prescriber authorization and parental consent shall be obtained for any employee who is not a registered nurse, nurse practitioner, physician or physician assistant to assist with the administration of insulin and administer glucagon."~~

~~(Code 1950, § 22-241; 1956, c. 656; 1980, c. 559; 1990, c. 797; 1991, c. 295; 1994, c. 712; 1997, c. 597; 1998, c. 871; 1999, cc. 570, 757.)~~

STUDENTS

Medication for Students While in School (continued)

~~Code of Va § 22.1-274.2. Possession and self-administration of inhaled asthma medications and auto-injectable epinephrine by certain students. “A. Effective on July 1, 2000, local school boards shall develop and implement policies permitting a student with a diagnosis of asthma or anaphylaxis, or both, to possess and self-administer inhaled asthma medications or auto-injectable epinephrine, or both, as the case may be, during the school day, at school-sponsored activities, or while on a school bus or other school property. Such policies shall include, but not be limited to, provisions for:~~

- ~~1. Written consent of the parent, as defined in § [22.1-1](#), of a student with a diagnosis of asthma or anaphylaxis, or both, that the student may self-administer inhaled asthma medications or auto-injectable epinephrine, or both, as the case may be.~~
- ~~2. Written notice from the student's primary care provider or medical specialist, or a licensed physician or licensed nurse practitioner that (i) identifies the student; (ii) states that the student has a diagnosis of asthma or anaphylaxis, or both, and has approval to self-administer inhaled asthma medications or auto-injectable epinephrine, or both, as the case may be, that have been prescribed or authorized for the student; (iii) specifies the name and dosage of the medication, the frequency in which it is to be administered and certain circumstances which may warrant the use of inhaled asthma medications or auto-injectable epinephrine, such as before exercising or engaging in physical activity to prevent the onset of asthma symptoms or to alleviate asthma symptoms after the onset of an asthma episode; and (iv) attests to the student's demonstrated ability to safely and effectively self-administer inhaled asthma medications or auto-injectable epinephrine, or both, as the case may be.~~
- ~~3. Development of an individualized health care plan, including emergency procedures for any life-threatening conditions.~~
- ~~4. Consultation with the student's parent before any limitations or restrictions are imposed upon a student's possession and self-administration of inhaled asthma medications and auto-injectable epinephrine, and before the permission to possess and self-administer inhaled asthma medications and auto-injectable epinephrine at any point during the school year is revoked.~~
- ~~5. Self-administration of inhaled asthma medications and auto-injectable epinephrine to be consistent with the purposes of the Virginia School Health Guidelines and the Guidelines for Specialized Health Care Procedure Manuals, which are jointly issued by the Department of Education and the Department of Health.~~
- ~~6. Disclosure or dissemination of information pertaining to the health condition of a student to school board employees to comply with §§ [22.1-287](#) and [22.1-289](#) and the federal Family Education Rights and Privacy Act of 1974, as amended, 20 U.S.C. § 1232g, which govern the disclosure and dissemination of information contained in student scholastic records.~~

STUDENTS

Medication for Students While in School (continued)

~~B. The permission granted a student with a diagnosis of asthma or anaphylaxis, or both, to possess and self-administer inhaled asthma medications or auto-injectable epinephrine, or both, shall be effective for one school year. Permission to possess and self-administer such medications shall be renewed annually. For the purposes of this section, "one school year" means 365 calendar days.~~"

~~(2000, c. 871; 2005, c. 785.)~~

~~Code of Va., § [54.1-3408](#). Professional use by practitioners. "A. A practitioner of medicine, osteopathy, podiatry, dentistry, or veterinary medicine or a licensed nurse practitioner pursuant to § [54.1-2957.01](#), a licensed physician assistant pursuant to § [54.1-2952.1](#), or a TPA-certified optometrist pursuant to Article 5 (§ [54.1-3222](#) et seq.) of Chapter 32 of this title shall only prescribe, dispense, or administer controlled substances in good faith for medicinal or therapeutic purposes within the course of his professional practice.~~

~~B. The prescribing practitioner's order may be on a written prescription or pursuant to an oral prescription as authorized by this chapter. The prescriber may administer drugs and devices, or he may cause them to be administered by a nurse, physician assistant or intern under his direction and supervision, or he may prescribe and cause drugs and devices to be administered to patients in state-owned or state-operated hospitals or facilities licensed as hospitals by the Board of Health or psychiatric hospitals licensed by the State Mental Health, Mental Retardation and Substance Abuse Services Board by other persons who have been trained properly to administer drugs and who administer drugs only under the control and supervision of the prescriber or a pharmacist or a prescriber may cause drugs and devices to be administered to patients by emergency medical services personnel who have been certified and authorized to administer such drugs and devices pursuant to Board of Health regulations governing emergency medical services and who are acting within the scope of such certification. A prescriber may authorize a licensed respiratory care practitioner as defined in § [54.1-2954](#) to administer by inhalation controlled substances used in inhalation or respiratory therapy.~~

~~C. Pursuant to an oral or written order or standing protocol, the prescriber, who is authorized by state or federal law to possess and administer radiopharmaceuticals in the scope of his practice, may authorize a nuclear medicine technologist to administer, under his supervision, radiopharmaceuticals used in the diagnosis or treatment of disease.~~

~~D. Pursuant to an oral or written order or standing protocol issued by the prescriber within the course of his professional practice, such prescriber may authorize registered nurses and licensed practical nurses to possess (i) epinephrine for administration in treatment of emergency medical conditions and (ii) heparin and sterile normal saline to use for the maintenance of intravenous access lines.~~

STUDENTS

Medication for Students While in School (continued)

~~Pursuant to the regulations of the Board of Health, certain emergency medical services technicians may possess and administer epinephrine in emergency cases of anaphylactic shock.~~

~~E. Pursuant to an oral or written order or standing protocol issued by the prescriber within the course of his professional practice, such prescriber may authorize licensed physical therapists to possess and administer topical corticosteroids, topical lidocaine, and any other Schedule VI topical drug.~~

~~F. Pursuant to an oral or written order or standing protocol issued by the prescriber within the course of his professional practice, such prescriber may authorize licensed athletic trainers to possess and administer topical corticosteroids, topical lidocaine, or other Schedule VI topical drugs, or to possess and administer epinephrine for use in emergency cases of anaphylactic shock.~~

~~G. Pursuant to an oral or written order or standing protocol issued by the prescriber within the course of his professional practice, and in accordance with policies and guidelines established by the Department of Health pursuant to § [32.1-50.2](#), such prescriber may authorize registered nurses or licensed practical nurses under the immediate and direct supervision of a registered nurse to possess and administer tuberculin purified protein derivative (PPD) in the absence of a prescriber. The Department of Health's policies and guidelines shall be consistent with applicable guidelines developed by the Centers for Disease Control and Prevention for preventing transmission of mycobacterium tuberculosis and shall be updated to incorporate any subsequently implemented standards of the Occupational Safety and Health Administration and the Department of Labor and Industry to the extent that they are inconsistent with the Department of Health's policies and guidelines. Such standing protocols shall explicitly describe the categories of persons to whom the tuberculin test is to be administered and shall provide for appropriate medical evaluation of those in whom the test is positive. The prescriber shall ensure that the nurse implementing such standing protocols has received adequate training in the practice and principles underlying tuberculin screening.~~

~~The Health Commissioner or his designee may authorize registered nurses, acting as agents of the Department of Health, to possess and administer, at the nurse's discretion, tuberculin purified protein derivative (PPD) to those persons in whom tuberculin skin testing is indicated based on protocols and policies established by the Department of Health.~~

~~H. Pursuant to a written order or standing protocol issued by the prescriber within the course of his professional practice, such prescriber may authorize, with the consent of the parents as defined in § [22.1-1](#), an employee of a school board who is trained in the administration of insulin and glucagon to assist with the administration of insulin or administer glucagon to a student diagnosed as having diabetes and who requires~~

STUDENTS

Medication for Students While in School (continued)

~~insulin injections during the school day or for whom glucagon has been prescribed for the emergency treatment of hypoglycemia. Such authorization shall only be effective when a licensed nurse, nurse practitioner, physician or physician assistant is not present to perform the administration of the medication.~~

~~I. A prescriber may authorize, pursuant to a protocol approved by the Board of Nursing, the administration of vaccines to adults for immunization, when a practitioner with prescriptive authority is not physically present, (i) by licensed pharmacists, (ii) by registered nurses, or (iii) licensed practical nurses under the immediate and direct supervision of a registered nurse. A prescriber acting on behalf of and in accordance with established protocols of the Department of Health may authorize the administration of vaccines to any person by a pharmacist or nurse when the prescriber is not physically present.~~

~~J. A dentist may cause Schedule VI topical drugs to be administered under his direction and supervision by either a dental hygienist or by an authorized agent of the dentist.~~

~~Further, pursuant to a written order and in accordance with a standing protocol issued by the dentist in the course of his professional practice, a dentist may authorize a dental hygienist under his general supervision, as defined in § [54.1-2722](#), to possess and administer topical oral fluorides, topical oral anesthetics, topical and directly applied antimicrobial agents for treatment of periodontal pocket lesions, as well as any other Schedule VI topical drug approved by the Board of Dentistry.~~

~~K. (For expiration date – See Editor's note) This section shall not prevent the administration of drugs by a person who has satisfactorily completed a training program for this purpose approved by the Board of Nursing and who administers such drugs in accordance with a physician's instructions pertaining to dosage, frequency, and manner of administration, and in accordance with regulations promulgated by the Board of Pharmacy relating to security and record keeping, when the drugs administered would be normally self-administered by (i) a resident of a facility licensed or certified by the State Mental Health, Mental Retardation and Substance Abuse Services Board; (ii) a resident of any assisted living facility which is licensed by the Department of Social Services; (iii) a resident of the Virginia Rehabilitation Center for the Blind and Vision Impaired; (iv) a resident of a facility approved by the Board or Department of Juvenile Justice for the placement of children in need of services or delinquent or alleged delinquent youth; (v) a program participant of an adult day-care center licensed by the Department of Social Services; or (vi) a resident of any facility authorized or operated by a state or local government whose primary purpose is not to provide health care services.~~

~~K. (For effective date – see Editor's note) This section shall not prevent the administration of drugs by a person who has satisfactorily completed a training program for this purpose approved by the Board of Nursing and who administers such drugs in~~

STUDENTS

Medication for Students While in School (continued)

~~accordance with a physician's instructions pertaining to dosage, frequency, and manner of administration, and in accordance with regulations promulgated by the Board of Pharmacy relating to security and record keeping, when the drugs administered would be normally self-administered by (i) a resident of a facility licensed or certified by the Department of Mental Health, Mental Retardation and Substance Abuse Services; (ii) a resident of the Virginia Rehabilitation Center for the Blind and Vision Impaired; (iii) a resident of a facility approved by the Board or Department of Juvenile Justice for the placement of children in need of services or delinquent or alleged delinquent youth; (iv) a program participant of an adult day care center licensed by the Department of Social Services; or (v) a resident of any facility authorized or operated by a state or local government whose primary purpose is not to provide health care services.~~

~~L. (For effective date – see Editor's note) Medication aides registered by the Board of Nursing pursuant to Article 7 (§ [54.1-3041](#) et seq.) of Chapter 30 may administer drugs that would otherwise be self-administered to residents of any assisted living facility licensed by the Department of Social Services. A registered medication aide shall administer drugs pursuant to this section in accordance with the prescriber's instructions pertaining to dosage, frequency, and manner of administration; in accordance with regulations promulgated by the Board of Pharmacy relating to security and recordkeeping; in accordance with the assisted living facility's Medication Management Plan; and in accordance with such other regulations governing their practice promulgated by the Board of Nursing.~~

~~M. In addition, this section shall not prevent the administration of drugs by a person who administers such drugs in accordance with a physician's instructions pertaining to dosage, frequency, and manner of administration and with written authorization of a parent, and in accordance with school board regulations relating to training, security and record keeping, when the drugs administered would be normally self-administered by a student of a Virginia public school. Training for such persons shall be accomplished through a program approved by the local school boards, in consultation with the local departments of health.~~

~~N. In addition, this section shall not prevent the administration or dispensing of drugs and devices by persons if they are authorized by the State Health Commissioner in accordance with protocols established by the State Health Commissioner pursuant to § [32.1-42.1](#) when (i) the Governor has declared a disaster or a state of emergency caused by an act of terrorism or the United States Secretary of Health and Human Services has issued a declaration of an actual or potential bioterrorism incident or other actual or potential public health emergency; (ii) it is necessary to permit the provision of needed drugs or devices; and (iii) such persons have received the training necessary to safely administer or dispense the needed drugs or devices. Such persons shall administer or dispense all drugs or devices under the direction, control and supervision of the State Health Commissioner.~~

STUDENTS

Medication for Students While in School (continued)

~~O. Nothing in this title shall prohibit the administration of normally self-administered oral or topical drugs by unlicensed individuals to a person in his private residence.~~

~~P. This section shall not interfere with any prescriber issuing prescriptions in compliance with his authority and scope of practice and the provisions of this section to a Board agent for use pursuant to subsection G of § [18.2-258.1](#). Such prescriptions issued by such prescriber shall be deemed to be valid prescriptions.~~

~~Q. Nothing in this title shall prevent or interfere with dialysis care technicians or dialysis patient care technicians who are certified by an organization approved by the Board of Health Professions pursuant to Chapter 27.01 (§ [54.1-2729.1](#) et seq.) of this title, in the ordinary course of their duties in a Medicare-certified renal dialysis facility, from administering heparin, topical needle site anesthetics, dialysis solutions, sterile normal saline solution, and blood volumizers, for the purpose of facilitating renal dialysis treatment, when such administration of medications occurs under the orders of a licensed physician, nurse practitioner or physician assistant and under the immediate and direct supervision of a licensed registered nurse.~~

~~The dialysis care technician or dialysis patient care technician administering the medications shall have demonstrated competency as evidenced by holding current valid certification from an organization approved by the Board of Health Professions pursuant to Chapter 27.01 (§ [54.1-2729.1](#) et seq.) of this title.~~

~~(Code 1950, § 54-497; 1956, c. 225; 1970, c. 650, § 54-524.65; 1973, c. 468; 1976, cc. 358, 614; 1977, c. 302; 1978, c. 224; 1980, cc. 270, 287; 1983, cc. 456, 528; 1984, cc. 141, 555; 1986, c. 81; 1987, c. 226; 1988, c. 765; 1990, c. 309; 1991, cc. 141, 519, 524, 532; 1992, cc. 610, 760, 793; 1993, cc. 15, 810, 957, 993; 1994, c. 53; 1995, cc. 88, 529; 1996, cc. 152, 158, 183, 406, 408, 490; 1997, cc. 272, 566, 806, 906; 1998, c. 112; 1999, c. 570; 2000, cc. 135, 498, 861, 881, 935; 2003, cc. 465, 497, 515, 794, 995, 1020; 2005, cc. 113, 610, 924.)~~

~~Adopted by School Board: September 13, 1988~~

~~Revised by School Board: June 18, 1996~~

~~Revised by School Board: June 6, 2000~~

~~Revised by School Board: September 20, 2005~~

STUDENTS

Administration of Medication R 7-53**A. Generally**

~~Medication may be administered during the school day under the following conditions:~~

- ~~1. When it has been determined by a physician/nurse practitioner that the medication must be administered during school hours.~~
- ~~2. When there is a physician/nurse practitioner's written order signed by the parent or guardian requesting the school to administer the medication on the form included with this regulation.~~
- ~~3. When the medication is brought to school in its original container stating the dosage and method of administration prescribed by a physician/nurse practitioner. If over-the-counter medication is prescribed by physician/nurse practitioner, it must be brought to school with safety seal intact.~~
- ~~4. When expiration date on medication is checked and found to be current.~~

~~Note: All medications should be entered in the log book maintained for that purpose in each school. A locked storage space will be provided for medications stored at school.~~

B. Guidelines for Self-Administration of Medications

~~Self-administration of medication is a privilege which can be taken away if medication policies are abused or ignored. Self-administration of medication during the school day may occur only under the following conditions:~~

- ~~1. When it has been determined that the medication must be self-administered during school hours and there is a physician/nurse practitioner's written order signed by the parent or guardian requesting the self-administration of the medication.~~
- ~~2. When the student has demonstrated to the physician/nurse practitioner his/her capability for self-administration and an understanding that medication is not to be shared.~~
- ~~3. When the student notifies the appropriate school personnel (such as teachers, principals, nurse/health assistants, coaches, etc.) of the self-administration of medication.~~

STUDENTS

Administration of Medication R 7-53~~C. Guidelines for Disposing of Medications~~

~~Proper disposal of medications at school depends on the physical properties of the medication to be discarded:~~

- ~~1. Liquid medication should be poured down the drain in the sink.~~
- ~~2. Tablets should be flushed down the commode.~~
- ~~3. Injectable medications (i.e. epipens, insulin needles, glucagon, etc.) after use should be placed in a Contaminated Materials Container for sharps and disposed of as per OSHA standards and regulations.~~
- ~~4. Any needle/syringe found on school property should be placed in a Contaminated Materials Container for sharps and disposed of as per OSHA standards and regulations.~~

~~Note: Do not dispose of any medications in the trash can. When handling a needle/syringe, care must be taken to avoid touching the needle at all times. Never recap a needle.~~

~~Approved by Superintendent: September 13, 1988~~

~~Revised by Superintendent: May 15, 1996~~

~~Revised by School Board: June 6, 2000~~



STUDENTS

Administration of Medication R 7-53

PHYSICIAN/PARENT AUTHORIZATION

TO ADMINISTER MEDICATION

Dear Parent or Guardian:

The Lynchburg City Schools attempts to discourage administration of medication during school hours, and requests whenever possible medication doses be scheduled other than school hours. Recognizing that this is not always possible, we will cooperate in giving medication that must be given during school time.

Our regulations include:

1. Written orders using this form, from a physician, detailing the name of the medication, dosage, and time interval of medication to be taken.
2. Using this form, signature of parent or guardian requesting that the school district comply with the physician's order.
3. Medication must be brought to school by parent or guardian in a container appropriately labeled by the pharmacy.

Name of student _____ Grade _____

School _____ Teacher _____

Medication _____ Dosage _____

Purpose of medication (diagnosis): _____

Time of day medication is to be given: _____

Possible side effects: _____

Anticipated number of days medication needs to be given at school: _____

Date Signature of Physician

I hereby give my permission for _____ to take the above prescription at school as ordered. I understand that it is my responsibility to furnish this medication.

Date Signature of Parent or Guardian

Note: The prescription medication is to be brought to school in a container appropriately labeled by the pharmacy, or physician, stating the name of the medication and the dosage.

Agenda Report

Date: 03/06/18

Agenda Number: H-2

Attachments: No

From: Larry A. Massie, Acting Superintendent
Ben W. Copeland, Assistant Superintendent of Operations and Administration

Subject: Capital Improvement Plan: Paul Laurence Dunbar Middle School for Innovation

Summary/Description:

The capital improvement plan includes \$125,000 in construction funding for replacement of the Paul Laurence Dunbar Middle School for Innovation gymnasium floor. The City of Lynchburg Office of Procurement and Purchasing has received bids on the project.

A total of four bids for the Dunbar gym floor replacement project was received. The school administration recommends Southern Flooring based on their bid of \$64,583 which was the lowest bid and a unit price of \$6.00 per square foot to replace the subflooring. All bids received are listed below.

BIDDER	Southern Flooring	Royalwood	Miller Flooring	Scott Flooring Company, Inc.
BASE BID	\$64,583	\$68,477	\$88,200	\$98,595
UNIT PRICE 1: Replace Subflooring per sq/ft	\$6.00	\$10.00	\$3.20	\$5.00

Disposition: Action
 Information
 Action at Meeting on: 04/17/18

Recommendation:

The acting superintendent recommends that the school board receive this agenda report as an informational item and consider action at the school board meeting on April 17, 2018.

Agenda Report

Date: 03/06/18

Agenda Number: H-3

Attachments: Yes

From: Larry A. Massie, Acting Superintendent
John C. McClain, Assistant Superintendent for Student Learning and Success

Subject: Special Education Annual Plan/Part B, Section 611, Flow-through Application and Section 619 Preschool Grant Applications: 2018-19

Summary/Description:

The Special Education Annual Plan is a formal agreement between the local school board and the Virginia Board of Education for the implementation of state and federal laws and regulations related to services mandated for students with disabilities. Accordingly, the disbursement of funds to the school division is contingent upon school board approval of the plan.

Lynchburg City Schools will apply for \$2,229,306.00 in special education Flow-through Funds for the 2018-19 school year. This amount is what the Virginia Department of Education currently anticipates Lynchburg City Schools is eligible to receive. The application for funds for the 2018-19 school year must be approved by the school board and submitted to the Virginia Department of Education for plan approval and financial reimbursement. A total amount of \$2,046,000.01 of this funding will be used to provide salaries for special education staff, and \$183,305.99 of the 611 Flow-through funds will be used to provide special education and speech therapy services to parentally-placed students with disabilities attending local private schools or are homeschooled.

The Lynchburg City Schools will also apply for \$61,129.00 in Section 619 Preschool Funds for the 2018-19 school year. This funding will be used to support Hutcherson Early Learning Program as they provide special education and related services to preschool children (ages 2-5) who have been determined eligible for special education services. Funds provide inclusion support through special education placements in local private preschools, staff development, and instructional materials.

Disposition: Action
 Information
 Action at Meeting on: 04/17/18

Recommendation:

The acting superintendent recommends that the school board receive this agenda report as an informational item.

VIRGINIA DEPARTMENT OF EDUCATION
DIVISION OF SPECIAL EDUCATION AND STUDENT SERVICES

Local Special Education Annual Plan/Part B Flow-Through Application and Report
2018-2019

Division and Contact Information - to be Completed by School Division

Division Applicant Name (Legal Name of Agency)	LEA	Questions regarding this plan should be directed to:	
LYNCHBURG CITY PUBLIC SCHOOLS	Number	115	Wyllys D. Vanderwerker
Mailing Address (Street, City or Town, Zip Code)	DUNS	120708805	
P.O. Box 2497; 915 Court Street Lynchburg, Virginia 24505			
Phone (ext):		(434) 515-5030	Fax: (434) 522-3774
		Numbers Only	Ext. Numbers Only
Region: 5	E-mail: vanderwerkerwd@lcsedu.net		

SUPERINTENDENT'S CERTIFICATION

For the purpose of implementing the provisions of the Individuals with Disabilities Education Improvement Act of 2004 (IDEA), I certify that throughout the period of the 2018-2020 grant award, this School Division will comply with the requirements outlined in each of the following:

- (1) Part B of IDEA, including the eligibility requirements of Section 613;
- (2) The IDEA federal implementing regulations, dated October 13, 2006, and revised April 9, 2007, and December 31, 2008, at 34 C.F.R. Part 300 et seq.; and
- (3) Virginia's "Regulations Governing Special Education Programs for Children with Disabilities in Virginia," at 8 VAC 20-81 et seq., effective January 25, 2010, and any revisions.

I certify that this school division has developed local policies and procedures for the provision of special education and related services, which are kept current, and which ensure compliance with the requirements of, and any revisions to the IDEA, its federal implementing regulations, and the Virginia Board of Education's regulations.

I certify that all students, including those who may be placed in regional programs by this agency, are afforded all assurances as delineated in this document.

Finally, I certify that this Annual Plan/Flow-Through Application for Part B Funds under the provisions of IDEA, was approved by the School Board on _____ Date

Division Superintendent (Signature)

Date

Typed Name

ANNUAL PLAN/PART B FLOW-THROUGH APPLICATION POLICY STATEMENTS

(continued on next page)

This LEA assures that it has in effect policies, procedures, and programs which have been established and administered to comply with the IDEA, and its federal implementing regulations, including 34 CFR §§ 300.201-300.213, and which are consistent with the policies and procedures that VDOE has established in accordance with IDEA, and its federal implementing regulations, including 34 CFR §§ 300.101-300.163, and 300.165-300.174, to ensure each of the following:

- A free appropriate public education will be available for each child with disabilities, ages two to 21, inclusive.
- All children, ages two to 21, inclusive, residing in the LEA who have disabilities and need special education and related services, who have not been parentally-placed in a private or home school, are identified, located, evaluated, and placed in an appropriate educational program.
- An individualized education program (IEP) will be maintained for each child with a disability, as required.
- To the maximum extent appropriate, children with disabilities will be educated with children who are nondisabled in the Least Restrictive Environment.
- Children with disabilities and their parents or guardians are guaranteed procedural safeguards in the process of identification, evaluation, educational placement, or the provision of a free appropriate public education, including the right to access dispute resolution options.
- Surrogate parents will be appointed, when appropriate, to act as advocates to serve the education interest of children, ages two to 21, inclusive, who are suspected of being or are determined to be disabled.
- Testing and evaluative materials used for the purpose of classifying and placing children with disabilities are selected and administered so as not to be racially or culturally discriminatory.
- The confidentiality of personally identifiable information, that is collected, maintained, or used under IDEA, shall be protected.
- Children with disabilities, who are participating in Part C early intervention programs, and who will be participating in Part B preschool programs, will experience a smooth and effective transition between the programs.
- All children, ages two to 21, inclusive, who have disabilities and need special education and related services, and who are parentally-placed in a private school or home school, that is located within the geographic boundaries of the LEA, are identified, located, evaluated and provided services, in accordance with the results of a timely and meaningful consultation process.
- Homeless children with disabilities will be served in accordance with the requirements of the McKinney-Vento Homeless Assistance Act.
- Special education and related service personnel, including paraprofessionals, are appropriately and adequately prepared and trained, and measurable steps will be taken to recruit, hire, train, and retain highly qualified personnel to provide special education and related services to children with disabilities.
- Valid and reliable data is submitted to the VDOE, as requested, including data regarding the performance goals and indicators established by the VDOE to determine the progress of children with disabilities, and the performance of the LEA toward targets outlined in Virginia's State Performance Plan.
- Policies and procedures will be in effect that are designed to prevent the inappropriate overidentification, underidentification, or disproportionate representation by race and ethnicity of children as children with disabilities, including children with disabilities with a particular impairment.

ANNUAL PLAN/FLOW-THROUGH APPLICATION POLICY STATEMENTS
(continued on next page)

- Children with disabilities are not required to obtain prescription medication as a condition of attending school, receiving an evaluation, or receiving special education and related services.
- Children with disabilities are given the right to participate in the state assessment system.
- There will be ongoing parent consultation.
- Funding will be used to develop and implement coordinated early intervening educational services, as required.
- Children with disabilities who attend charter schools are provided services in the same manner as other children with disabilities who attend public schools.
- Instructional materials will be provided to children with a visual impairment or other print disabilities in a timely manner.
- Efforts will be made to cooperate with the United States Department of Education (USED) to ensure the linkage of records pertaining to migratory children with disabilities.
- All documents relating to the LEA's eligibility under IDEA will be made available to the public.

SUBMISSION STATEMENT (continued on next page)

Under the provisions of the Individuals with Disabilities Education Improvement Act of 2004 (IDEA), and its federal implementing regulations, at 34 C.F.R. Part 300 et seq., a local educational agency, that desires to receive funds under the Act, must provide the following assurances:

1. The local educational agency shall be responsible for (1) the control of funds provided under Part B of the Act; (2) title to property acquired with those funds; and (3) the local educational agency will administer such funds and property.
2. The local educational agency shall maintain records that show that where Part B funds are used to supplement existing services or to provide additional services to meet special needs, those services shall be at least comparable to services provided to other children with disabilities in the local educational agency with state and local funds.
3. The local educational agency application and all pertinent documents related to such application, including all evaluations and reports relative to the application, shall be made available for public inspection.
4. The local educational agency shall maintain records showing that Part B funds are used to supplement and, to the extent practicable, increase the level of state and local funds expended for the education of children with disabilities. Part B funds shall, in no case, be used to supplant local and state funds.
5. The funds provided under Part B of the Act shall be used to employ only those professional personnel who meet appropriate State standards. In addition, all other professional personnel employed, such as therapists, etc., shall be properly licensed.
6. The Virginia Department of Education assumes rights to all materials and/or products developed in this project, including equipment purchased with Part B funds.
7. No person shall, on the grounds of race, color, national origin, sex, disabling condition or age, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant received financial assistance under the provisions of the Act.
8. The local educational agency shall provide students enrolled in private schools an opportunity to participate in programs funded through Part B of IDEA.
9. The local educational agency will ensure that projects involving construction, are consistent with overall State plans for the construction of school facilities. In developing plans for construction, due consideration will be given to excellence of architecture and design and to compliance with standards prescribed under Section 504 of the Rehabilitation Act of 1973 and subsequent amendments in order to ensure that facilities constructed with the use of Federal funds are accessible to, and usable by, individuals with disabilities.
10. The local educational agency has adopted effective procedures for acquiring and disseminating to teachers and administrators participating in Part B programs significant information from educational research, demonstrations, and similar projects, and for adopting, where appropriate, promising educational practices developed through such projects.
11. The local educational agency will ensure that none of the funds expended under Part B programs will be used to acquire equipment (including computer software) in any instance in which such acquisition results in a direct financial benefit to any organization representing the interests of the purchasing entity or its employees or any affiliate of such an organization.
12. Except when used to provide Comprehensive Coordinated Early Intervening Services or Coordinated Early Intervening Services, the local educational agency will ensure that funds expended under Part B of IDEA will only be used for the costs which are directly attributable to the education of children with disabilities, and which exceed the average annual per student expenditure during the preceding year as computed in accordance with 34 C.F.R. § 300.202, Appendix A of the IDEA federal implementing regulations, and as documented using the Web-based application.

SUBMISSION STATEMENT (continued from previous page)

13. The local educational agency will ensure that funds expended under Part B of IDEA will not be used to reduce the level of expenditures made from local funds below the amount expended for the education of children with disabilities from state or local funds during the preceding fiscal year, in accordance with 34 C.F.R. §§ 300.203 to 300.205 of the IDEA federal implementing regulations, and as documented using the web-based application.
14. The school division will ensure that, in accordance with 34 C.F.R. § 300.133, and Appendix B of the IDEA federal implementing regulations, during the grant award period, a proportionate share of the school division's Section 611 subgrant will be set aside to be expended for children with disabilities, ages 3 through 21, who are parentally-placed in a private school within the school division, and a proportionate share of its Section 619 subgrant will be set aside to be expended for children with disabilities, ages 3 through 5, who are parentally-placed in a private school within the school division. This school division further assures that if it has not expended for equitable services all of its set-aside funds by the end of the fiscal year for which it was appropriated, the school division will obligate any remaining funds for one additional year to provide special education and related services to children with disabilities who are parentally placed in a private school within the school division. Actual proportionate set-aside amounts will be submitted using the web-based application.
15. The local educational agency shall maintain records demonstrating compliance with the provisions of IDEA and its federal implementing regulations, including each of the assurances outlined above, and afford the Virginia Department of Education access to those records that it may find necessary to ensure the correctness and verification of the information required under this Act.
16. The local educational agency certifies this application as a material representation of its compliance with the following provisions of Education Department General Administrative Regulations (EDGAR), as applicable: 34 CFR Part 82 § 82.110—New Restrictions on Lobbying; 34 CFR Part 85 § 85.105 and § 85.110—Governmentwide Debarment and Suspension (Nonprocurement); and 34 CFR Part 84 §§ 84.200 through 84.230, and 84.300 – “Governmentwide Requirements for Drug-Free Workplace” (Grants).

**IDENTIFICATION OF BARRIERS AND DESCRIPTIONS OF
STEPS TO OVERCOME THEM IN ACCORDANCE
WITH PROVISIONS IN SECTION 427 OF
THE GENERAL EDUCATION PROVISIONS ACT**

Applicants for federal assistance are required under Section 427 of Title II, the *General Education Provisions Act* (GEPA), enacted as a part of the *No Child Left Behind Act of 2001* amendments to the *Elementary and Secondary Education Act of 1965*, to address equity concerns that may affect full participation of potential program beneficiaries (teachers, students or parents) in designing their federally-assisted projects. Section 427 requires identification of barriers to full participation, if any, and a description of steps taken, or that will be taken to overcome them. The legislation highlights six characteristics that describe broad categories of persons or groups that may more frequently encounter barriers to participation. The characteristics are: Gender, Race, National Origin, Color, Disability, and Age.

Choose One:

Division has no barriers

Division has barriers (Please provide explanation in the space provided)

<p>OTHER FACTORS THAT MIGHT LIMIT PARTICIPATION</p>	
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2018-2019 SPECIAL EDUCATION IN LOCAL AND REGIONAL JAILS

Each local school division with a regional or local jail in its jurisdiction shall establish an interagency agreement with the sheriff or jail administrator responsible for the operation of the jail. The interagency agreement shall address staffing and security issues associated with the provision of special education and related services in the jail. It is suggested that you review your agreement annually.

Interagency Agreement

Name of Local or Regional Jail:
Blue Ridge Regional Jail Authority

1. Is there a local or regional jail located within the geographic boundaries of your school division?

Yes

Please complete question 2

2. Has the interagency agreement between your school division and the jail been revised since the submission of your most recent annual plan?

No

Your existing Interagency Agreement will remain in effect until revisions are made, you do not need to submit it

Instructions for Using drop box

**REPORT ON IMPLEMENTATION
OF THE 2016-2017 ANNUAL PLAN**

Submit a report indicating the extent to which the annual plan for the 2016-2017 school year has been implemented (*Code of Virginia*, Section 22.1-215). (Maximum capacity of each text box is 975 characters.)

The Special Education Annual Plan was implemented as planned. Staff development activities were provided to support the school division's work on the Special Education Satte Performance Plan Indicators. Special Education and speechn therapy services were provided to students with federal set aside service plans attending local private schools or homeschooled. Special Education services were provided by special education teachers as per student specific Individualized Education Plan.

School Division: LYNCHBURG CITY PUBLIC SCHOOLS

Division Number:

115

Maintenance of Effort

The Virginia Department of Education (VDOE) is required by federal regulation to ensure all school divisions in Virginia comply with §300.203 of the Individuals with Disabilities Education Act (IDEA), which mandates that school divisions meet a maintenance of effort (MOE) obligation. This regulation requires school divisions to spend at least the same amount from at least one of the following sources: (i) local funds; (ii) state plus local funds; (iii) local per capita; or (iv) state plus local per capita for a current school year on the delivery of special education and related services, as were spent for the most recent fiscal year (i.e.g, 2016 - 2017) for which the information is available, subject to the Subsequent Years rule.

34 CFR §300.203(a) requires that in order for an LEA to be eligible for an IDEA Part B subgrant for the upcoming fiscal year, the LEA must budget, in each subsequent year, at least the same amount that it actually spent for the education of children with disabilities in the most recent fiscal year for which information is available, subject to the Subsequent Years rule. When establishing eligibility, an LEA is **not** required to use the same method it used to meet compliance standard in the most recent fiscal year for which the information is available. An LEA can change methods to establish eligibility from one year to the next, as long as the division uses the same method for calculating the amount it spent in the comparison year for which it is establishing eligibility.

Provide the total local and the total state plus local expenditure budget and per capita amount for the school division's total special education program for the years designated below. The projected/estimated expenditure budget amounts provided must be reviewed and confirmed by the division's fiscal's office.

Local	Local plus State
School Year 2018-2019 (estimated/projected)	School Year 2018-2019 (estimated/projected)
Dollar \$ <input style="width: 150px; height: 20px;" type="text"/>	Dollar \$ <input style="width: 150px; height: 20px;" type="text"/>
School Year 2018-2019 (estimated/projected)	School Year 2018-2019 (estimated/projected)
Per Capita <input style="width: 150px; height: 20px;" type="text"/>	Per Capita <input style="width: 150px; height: 20px;" type="text"/>

If an LEA determines that the budget above did not meet the eligibility standard in any of the four methods for which the information is available, an LEA is allowed to consider Exceptions under §300.204 and Adjustments to MOE under §300.205 to the extent the information is available. These exceptions and adjustments must also be taken in the intervening year (i.e., SY2017-2018) and that the LEA reasonably expect to take these exceptions and adjustments in the year it is budgeting (i.e., SY2017-2018). Please describe which allowable exceptions will be used and provide the corresponding dollar amount. For additional guidance, refer to:

http://www.doe.virginia.gov/special_ed/grants_funding/index.shtml

NOTE: The Dec. 1, 2017 Child Count totals should be used to compute the per capita amounts. The Child Count should be adjusted to exclude students funded through CSA. Also, the budgeted amount must be based on the divisions's preliminary budget and must be within the same level or effort of higher to meet the MOE eligibility requirements by using either dollar or per capita amounts. Division's budgeting the same exact amount it spent in the comparable year (i.e., the year it met its MOE requirement) may be requested to provide additional documentation.

Each local school division shall ensure Comprehensive Coordinated Early Intervening Services and Coordinated Early Intervening Services and Proportionate Set-aside requirements have been addressed.

Is your school division required to set aside 15% for Comprehensive Coordinated Early Intervening Services or voluntarily setting aside up to 15% of Part B funds for Coordinated Early Intervening Services?

Enter Yes or No

NO

If yes, provide a brief narrative of how funds will be used. An information packet requesting additional information will be sent at a later time.

Is your school division required to set aside funds for parentally-placed students in private schools or students identified during child find?

Enter Yes or No

YES

If no, explain why the division is not required and if yes, explain how funds will be used. The actual budget will be determined when the division submits its data in the Proportionate Set-Aside (speced-PSA) application.

EXPENDITURE ACCOUNTS	OBJECT CODE	Section 611		Section 619	
		(D) CEIS	(E) Proportionate Set-Aside	(D) CEIS	(E) Proportionate Set-Aside
Personal Services	1000		109,941.02		109,941.02
Employee Benefits	2000		41,043.49		41,043.49
Purchased Services	3000		32,321.48		32,321.48
Internal Services	4000				
Other Services	5000				
Materials / Supplies	6000				
Capital Outlay	8000				
TOTAL PROPOSED BUDGET		0.00	183,305.99	0.00	183,305.99

For additional instructions for completing this section of the Annual Plan/Part B Flow-Through Application, please review Section F of the "LEA Instructions" tab.

**VIRGINIA DEPARTMENT OF EDUCATION
 PART B, SECTION 611 (Flow-Through Funds)
 GRANT PERIOD: JULY 1, 2018 – SEPTEMBER 30, 2020
 Joint Applications Only!**

For joint applications, please select the Fiscal Agent below, and provide the requested contact information.
 If this is not a joint application move directly to the next section below.

Fiscal Agent:		LEA Code:
Joint Application Project Director:	NA	
Mailing Address of Project Director:		
Phone:		
E-mail:		

If this is a joint application and allocations are to be combined into a single award issued to the fiscal agent designated above, list participating LEAs and the amounts to be combined into a single award. Note: All participating agencies must still complete the remainder of this tab.

Participating Agency Name	Code Number	Amount Released
Total Amount to be issued to Fiscal Agent:		\$0.00

In narrative format, please provide a description and budget outline of all personnel (i.e., teachers, instructional assistants, administrators, clerical, support personnel, and others) to be supported in whole or in part with IDEA, Part B, Section 611 grant funds (with proposed amounts and FTEs).

Lynchburg City Schools plan to use 611 funds as follows: Salary for (30 FTE) special education teachers, and 8 (FTE) special education instructional assistants who will provide special education services to LCS enrolled student with disabilities. Federal Set Aside services will be provided by (1) full time Speech Pathologist and 1.5 FTE Special Education Teachers. Note to Virginia Department of Education: Lynchburg City Schools has budgeted funding under proportionate set aside funds for the purpose of providing speech therapy and/or special education services to parents placed students with disabilities attending local private schools or are homeschooled. LCS is not required to set aside 15% of our 611 flow through funding for Coordinated Early Intervening Serices. LCS is not voluntarily setting aside funds for Coordinatered Early Intervening Services.

In narrative format, please provide a detailed description and budget outline of all additional activities, goods and services to be supported with IDEA, Part B, Section 611 grant funds.

\$2,010,281.25 in IDEA, Part B, Section 611 funds will be used for special education salaries/fringe benefits and \$35,718.76 will be used in purchased services. \$183,305.99 in federal set aside funds will be used for speech therapy and special education services provided to parentally placed students enrolled in local private schools or homeschooled.

**Virginia Department of Education
SPECIAL EDUCATION FEDERAL PROGRAM
PROPOSED GRANT BUDGET**

Part B, Section 611, Flow-Through Funds (July 1, 2018-September 30, 2020)

Complete column C, by allocating PROPOSED grant funds to object code categories 1000 through 8000. A description of the object categories is available on the VDOE's Web site. See the instruction tab for the Web address. In determining appropriate assignment of grant funds to object codes, applicants are strongly encouraged to consult with the individual(s) within the LEA who have responsibility for completing the Annual School Report – Financial Section.

List all equipment items costing five thousand dollars (\$5,000) or more and also list inventory items costing less than \$5,000 that will be tracked, including I-pads, computers, cameras, etc., to be purchased with grant funds, and provide information on proposed out-of-state/country travel to be supported with grant funds.

(A) EXPENDITURE ACCOUNTS	(B) OBJECT CODE	(C) Budget	(D) CEIS	(E) Proportionate Set-aside	(F) Total Budget
Personal Services	1000	1,469,582.33	0.00	109,941.02	1,579,523.35
Employee Benefits	2000	540,698.92	0.00	41,043.49	581,742.41
Purchased Services	3000	35,718.76	0.00	32,321.48	68,040.24
Internal Services	4000		0.00	0.00	0.00
Other Services	5000		0.00	0.00	0.00
Materials / Supplies	6000		0.00	0.00	0.00
Capital Outlay	8000		0.00	0.00	0.00
TOTAL PROPOSED BUDGET		2,046,000.01	0.00	183,305.99	2,229,306.00

Proposed Equipment: List items costing \$5,000 or more. Also list inventory items costing less than \$5,000 that will be tracked, including I-pads, computers, cameras, etc.

--

Proposed Out-of State/Country Travel (destination, purpose, estimated cost, number of people):

--

For additional instructions for completing this section of the Annual Plan/Part B Flow-Through Application, please review Section F of the "LEA Instructions" tab.

**VIRGINIA DEPARTMENT OF EDUCATION
PROPOSAL SUMMARY
PART B, SECTION 619 (EARLY CHILDHOOD SPECIAL EDUCATION GRANT)
GRANT PERIOD: JULY 1, 2018 – SEPTEMBER 30, 2020**

ECSE Contact Person:	
Title:	NA
Mailing Address:	
Phone:	
E-mail:	

Joint Applications Only!

For joint applications, please select the Fiscal Agent below, and provide the requested contact information.
If this is not a joint application move directly to the next section below.

Fiscal Agent:		LEA Code:
Joint Application Project		
Director:		
Mailing Address of Project		
Director:		
Phone:		
E-mail:		

If this is a joint application and allocations are to be combined into a single award issued to the fiscal agent designated above, list participating LEAs and the amounts to be combined into a single award. Note: All participating agencies must still complete the remainder of this tab.

Participating Agency Name	Code Number	Amount Released
Total Amount to be issued to Fiscal Agent:		\$0.00

PART B, SECTION 619 (EARLY CHILDHOOD SPECIAL EDUCATION GRANT)

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In narrative format, please provide a description and budget outline of all personnel (i.e., teachers, instructional assistants, administrators, clerical, support personnel, and others) to be supported in whole or in part with IDEA, Part B, Section 619 grant funds (with proposed budget amounts and FTEs).

Summer Child Find/Curriculum Development with the associated FICA benefits comprise the first expenditure account on the budget table. In object code 1000, the total amount for staff salaries to cover Child Find/Curriculum Development is \$2,500.00. \$191.00 in object code 2000 will be used for FICA benefits. \$50,000.00 in object code 3000/purchased services will be used to serve preschoolers in regular education settings as the foundation for the provision of special education services in age appropriate inclusive settings. This practice is encouraged by the Virginia Department of Education. In object code 5000, \$2,500.00 in other services reflects the expenses for staff development and travel associated with training opportunities. In object code 6000, \$5,938.00 in material will be used to purchase the instructional items needed to provide the supports and special education services for young children with disabilities.

In narrative format, please provide a detailed description and budget outline of all additional activities, goods and services to be supported with IDEA, Part B, Section 619 grant funds.

**Virginia Department of Education
PART B, SECTION 619 (EARLY CHILDHOOD SPECIAL EDUCATION GRANT) APPLICATION
PROPOSED GRANT BUDGET**

Part B, Section 619, Preschool Funds (July 1, 2018-September 30, 2020)

Complete column C, by allocating PROPOSED grant funds to object code categories 1000 through 8000. A description of the object code categories is available on the VDOE's Web site. See the instruction tab for the Web address. In determining appropriate assignment of items to object codes, applicants are strongly encouraged to consult with the individual(s) within the LEA who have responsibility for completing the Annual School Report – Financial Section.

List all equipment items costing five thousand dollars (\$5,000) or more, and also list inventory items costing less than \$5,000 that will be tracked, including I-pads, computers, cameras, etc., to be purchased with grant funds, and provide information on proposed out-of-state/country travel to be supported with grant funds.

(A) EXPENDITURE ACCOUNTS	(B) OBJECT CODE	(C) Budget	(D) CEIS	(E) Proportionate Set-aside	(F) Total Budget
Personal Services	1000	2,500.00	0.00	109,941.02	112,441.02
Employee Benefits	2000	191.00	0.00	41,043.49	41,234.49
Purchased Services	3000	50,000.00	0.00	32,321.48	82,321.48
Internal Services	4000		0.00	0.00	0.00
Other Services	5000	2,500.00	0.00	0.00	2,500.00
Materials / Supplies	6000	5,938.00	0.00	0.00	5,938.00
Capital Outlay	8000		0.00	0.00	0.00
TOTAL PROPOSED BUDGET		61,129.00	0.00	183,305.99	244,434.99

Proposed Equipment: List items costing \$5,000 or more. Also list inventory items costing less than \$5,000 that will be tracked, including I-pads, computers, cameras, etc.

Proposed Out-of State/Country Travel (destination, purpose, estimated cost, number of people):

Agenda Report

Date: 03/06/18

Agenda Number: H-4

Attachments: Yes

From: Larry A. Massie, Acting Superintendent
John C. McClain, Assistant Superintendent for Student Learning and Success

Subject: School Culture Survey Results

Summary/Description:

Each school year, the Lynchburg City Schools administers a survey to the school community that the climate and culture in the schools. The goal of the survey is to gather information from students, parents, and staff about their experiences as they interact on a daily basis with each other and to learn from their input.

During this presentation, the school board will receive a summary of the results from the recent survey.

Disposition: Action
 Information
 Action at Meeting on:

Recommendation:

The acting superintendent recommends that the school board receive this agenda report as an informational item.