



Lynchburg City School Board

Sharon Y. Carter
School Board District 2

James E. Coleman
School Board District 3

Regina T. Dolan-Sewell
School Board District 1

Mary Ann Hoss
School Board District 1

Michael J. Nilles
School Board District 3

Derek L. Polley
School Board District 1

Jennifer R. Poore
School Board District 2

Katie Snyder
School Board District 3

J. Marie Waller
School Board District 2

School Administration

Scott S. Brabrand
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

SCHOOL BOARD MEETING
August 18, 2015 5:00 p.m.
School Administration Building
Board Room

A. CLOSED MEETING

- 1. Notice of Closed Meeting
Scott S. Brabrand. Page 1
Discussion/Action
- 2. Certification of Closed Meeting
Scott S. Brabrand. Page 2
Discussion/Action

B. PUBLIC COMMENTS

- 1. Public Comments
Scott S. Brabrand. Page 3
Discussion (30 Minutes)

C. SPECIAL PRESENTATION

- 1. Teacher Recruitment Campaign Update
Scott S. Brabrand. Page 4
Discussion

D. FINANCE REPORT

- 1. Finance Report
Anthony E. Beckles, Sr. Page 5
Discussion

E. CONSENT AGENDA

- 1. School Board Meeting Minutes: August 4, 2015 (Regular Meeting)
- 2. Personnel Report
Marie F. Gee. Page 10
Discussion/Action
- 3. School Board Policy 4-46: Monies in School Building
Ben W. Copeland. Page 12
Discussion/Action

4. Lynchburg City School Board Policy Updates Ben W. Copeland.	Page 14
Discussion/Action	

F. STUDENT REPRESENTATIVE COMMENTS

G. UNFINISHED BUSINESS

1. Administrative Regulation IICB-RIICC-R Guidelines for Community Resource Persons/School Volunteers Ben W. Copeland.	Page 47
Discussion/Action	

H. NEW BUSINESS

1. Memorandum of Understanding: School Resource Officer Ben W. Copeland.	Page 50
Discussion	
2. Federal Annual Measurable Objectives John C. McClain.	Page 61
Discussion	
3. School Board Retreat Scott S. Brabrand.	Page 62
Discussion	
4. Crisis Plans: 2015-16 Ben W. Copeland.	Page 63
Discussion	
5. Capital Improvement Plan: Summer Projects Update Ben W. Copeland.	Page 64
Discussion/Action	

I. SUPERINTENDENT’S COMMENTS

J. BOARD COMMENTS

K. INFORMATIONAL ITEMS

Next School Board Meeting: Tuesday, September 1, 2015, 5:30 p.m., Board Room, School Administration Building

L. ADJOURNMENT

Agenda Report

Date: 08/18/15

Agenda Number: A-1

Attachments: No

From: Scott S. Brabrand, Superintendent

Subject: Notice of Closed Meeting

Summary/Description:

Pursuant to the Code of Virginia §2.2-3711 (A) (7), the school board needs to convene a closed meeting for the purpose of discussing the following specific matters:

Legal Counsel

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

Recommendation:

The superintendent recommends that the school board approve a motion to enter into Closed Meeting in accordance with the Code of Virginia §2.2-3711 (A) (7) to receive consultation or legal briefing regarding specific legal matters requiring the provision of legal advice by such counsel.

Agenda Report

Date: 08/18/15

Agenda Number: A-2

Attachments: No

From: Scott S. Brabrand, Superintendent

Subject: Certification of Closed Meeting

Summary/Description:

The Lynchburg City School Board certifies that, in the closed meeting just concluded, nothing was discussed except the matters specifically identified in the motion to convene in a closed meeting and lawfully permitted to be so discussed under the provisions of the Virginia Freedom of Information Act cited in that motion.

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

Recommendation:

The superintendent recommends that the school board approve the Certification of Closed Meeting in accordance with the Code of Virginia §2.2-3712(D).

Agenda Report

Date: 08/18/15

Agenda Number: B-1

Attachments: No

From: Scott S. Brabrand, Superintendent

Subject: Public Comments

Summary/Description:

In accordance with School Board Policy 1-41: 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 superintendent recommends that the school board receive this agenda report as an informational item.

Agenda Report

Date: 08/18/15

Agenda Number: C-1

Attachments: No

From: Scott S. Brabrand, Superintendent

Subject: Teacher Recruitment Campaign Update

Summary/Description:

Data generated from the digital teacher recruitment campaign will be provided to school board members during this presentation.

Disposition: Action
 Information
 Action at Meeting on:

Recommendation:

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

Agenda Report

Date: 08/18/15

Agenda Number: D-1

Attachments:

From: Scott S. Brabrand, Superintendent
Anthony E. Beckles, Sr., Chief Financial Officer

Subject: Finance Report

Summary/Description:

The school administration, in accordance with the FY2015-16 school operating budget, authorized, approved, and processed the necessary payments through July 31, 2015. The school administration certifies that the amounts approved are within budgetary limits and revenue.

The operating fund expenditure report summarizes the payments made through July 31, 2015, for the operating fund.

Total Operating Fund Budget	\$
Restricted Donations	90,820,024.00
Adjusted Budget	<u>\$ 90.00</u>
	\$ 90,820,114.00

Through July 31, 2015

Actual Revenue Received	\$ 2,654,535.13
Actual Expenditures	\$ 2,873,250.32
Actual Encumbered	\$ 7,695,204.10

Percent of Budget Received	2.92%
Percent of Budget Used, excluding encumbrances	3.16%

As of 07/31/15 – 1 month 8.34%

The revenue and expenditure reports detail the transactions recorded through July 31, 2015. All reports appear as attachments to the agenda report.

Disposition: Action
 Information
 Action at Meeting on:

Recommendation:

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

Lynchburg City Schools
 Operating Fund - Statement of Expenditures
 For the Month Ending
 July 31, 2015

	Fiscal Year 2015-16					BUDGET AVAILABLE	BUDGET % USED
	BUDGET	TRANSACTIONS	BUDGET % USED	ENCUMBRANCES			
INSTRUCTION							
FUNCTION 1100 CLASSROOM INSTRUCTION							
Personnel	49,098,948.09	278,285.51	0.57%	731,485.17	48,089,177.41		
Other	3,960,547.00	266,518.91	6.73%	228,033.63	3,465,994.46		
FUNCTION 1200 INST SUPPORT-STUDENT							
Personnel	3,448,060.90	65,516.38	1.90%	249,121.62	3,133,422.90		
Other	177,094.00	422.78	0.24%	4,667.86	172,003.36		
FUNCTION 1300 INST SUPPORT-STAFF							
Personnel	3,740,033.72	202,648.82	5.42%	452,120.24	3,085,264.66		
Other	1,555,897.30	7,532.86	0.48%	108,498.11	1,439,866.33		
FUNCTION 1400 INST SUPPORT-SCHOOL ADMN							
Personnel	5,252,359.04	329,411.94	6.27%	426,754.90	4,496,192.20		
Other	141,475.00	932.06	0.66%	9,414.48	131,128.46		
TOTAL INSTRUCTION	67,374,415.05	1,151,269.26	1.71%	2,210,096.01	64,013,049.78		4.99%
ADMINISTRATION							
FUNCTION 2100 ADMINISTRATION							
Personnel	2,415,583.04	154,330.64	6.39%	107,117.34	2,154,135.06		
Other	1,341,920.97	45,190.79	3.37%	618,504.13	678,226.05		
FUNCTION 2200 ATTENDANCE & HEALTH SERV							
Personnel	1,380,286.62	13,058.03	0.95%	50,420.70	1,316,807.89		
Other	52,225.00	-	0.00%	15,661.75	36,563.25		
TOTAL ADMINISTRATION	5,190,015.63	212,579.46	4.10%	791,703.92	4,185,732.25		19.35%
PUPIL TRANSPORTATION							
FUNCTION 3100 MANAGEMENT & DIRECTION							
Personnel	339,286.50	26,202.11	7.72%	69,468.74	243,615.65		
Other	23,276.00	387.65	1.67%	7,748.30	15,140.05		
FUNCTION 3200 VEHICLE OPERATION SERVICE							
Personnel	2,479,454.66	50,305.30	2.03%	0.00	2,429,149.36		
Other	965,210.00	226,390.50	23.46%	585,446.50	153,373.00		
FUNCTION 3300 MONITORING SERVICE							
Personnel	420,630.43	0.00	0.00%	0.00	420,630.43		
Other	0.00	0.00	0.00%	0.00	0.00		
FUNCTION 3400 VEHICLE MAINT SERVICE							
Personnel	351,419.67	29,455.62	8.38%	0.00	321,964.05		
Other	381,750.00	42,204.50	11.06%	236,608.19	102,937.31		
FUNCTION 3500 BUS PURCHASE - REGULAR							
Other	0.00	0.00	0.00%	0.00	0.00		
TOTAL PUPIL TRANSPORTATION	4,961,027.26	374,945.68	7.56%	899,271.73	3,686,809.85		25.68%
OPERATIONS & MAINTENANCE							
FUNCTION 4100 MANAGEMENT & DIRECTION							
Personnel	274,470.20	16,872.94	6.15%	0.00	257,597.26		
Other	84,000.00	6,346.74	7.56%	64,252.86	13,400.40		

Lynchburg City Schools
 Operating Fund - Statement of Expenditures
 For the Month Ending
 July 31, 2015

FUNCTION 4200 BUILDING SERVICES							
	Personnel	4,329,030.59	393,876.69	9.10%	135,094.74	3,800,059.16	
	Other	4,935,775.00	442,403.92	8.96%	3,116,217.04	1,377,154.04	
FUNCTION 4300 GROUNDS SERVICES							
	Personnel	237,869.76	17,857.44	7.51%	0.00	220,012.32	
	Other	35,000.00	672.47	1.92%	1,664.50	32,663.03	
FUNCTION 4400 EQUIPMENT SERVICES							
	Personnel	0.00	0.00	0.00%	0.00	0.00	
	Other	80,000.00	0.00	0.00%	33,338.00	46,662.00	
FUNCTION 4500 VEHICLE SERVICES							
	Personnel	0.00	0.00	0.00%	0.00	0.00	
	Other	62,500.00	127.00	0.20%	5,163.64	57,209.36	
FUNCTION 4600 SECURITY SERVICES							
	Personnel	30,257.65	0.00	0.00%	0.00	30,257.65	
	Other	334,002.00	0.00	0.00%	120,000.00	214,002.00	
FUNCTION 4700 WAREHOUSING SERVICES							
	Personnel	8,651.93	4,085.97	47.23%	0.00	4,565.96	
TOTAL OPERATIONS & MAINTENANCE		10,411,557.13	882,243.17	8.47%	3,475,730.78	6,053,583.18	41.86%
Other Non-Instructional Operations							
FUNCTION 5000 Non-Instructional Operations - Other		28,614.73	0.00	0.00%	0.00	28,614.73	
TOTAL Non-Instructional Operations		28,614.73	0.00	0.00%	0.00	28,614.73	0.00%
FACILITIES							
FUNCTION 6200 SITE IMPROVEMENTS		0.00	0.00	0.00%	0.00	0.00	
FUNCTION 6600 BLDG ADD & IMP SERVICES							
	Personnel	22,178.34	206.65	0.93%	0.00	21,971.69	
	Other	20,000.00	0.00	0.00%	0.00	20,000.00	
TOTAL FACILITIES		42,178.34	206.65	0.49%	0.00	41,971.69	0.49%
DEBT SERVICE							
FUNCTION 7100 DEBT SERVICE - Other		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	1,636,678.74	103,460.52	6.32%	207,999.22	1,325,219.00	
	Other	212,505.49	0.00	0.00%	8,241.25	204,264.24	
FUNCTION 8200 INSTRUCTIONAL SUPPORT							
	Personnel	305,457.12	33,402.84	10.94%	69,331.46	202,722.82	
	Other	657,664.51	115,142.74	17.51%	32,829.73	509,692.04	
TOTAL TECHNOLOGY		2,812,305.86	252,006.10	8.96%	318,401.66	2,241,898.10	20.28%
CONTINGENCY RESERVES							
FUNCTION 9100 CLASSROOM INSTRUCTION		0.00	0.00	0.00%	0.00	0.00	
FUNCTION 9300 ADMINISTRATION		0.00	0.00	0.00%	0.00	0.00	
FUNCTION 9500 PUPIL TRANSPORTATION		0.00	0.00	0.00%	0.00	0.00	
FUNCTION 9600 OPERATIONS & MAINTENANCE		0.00	0.00	0.00%	0.00	0.00	
TOTAL CONTINGENCY RESERVES		0.00	0.00	0.00%	0.00	0.00	0.00%
TOTAL OPERATING BUDGET		90,820,114.00	2,873,250.32	3.16%	7,695,204.10	80,251,659.58	11.64%

Lynchburg City Schools
 Operating Fund - Statement of Revenue
 For the Month Ending
 July 31, 2015

ACCOUNT TITLE	FY 2014-15				FY 2015-16			
	REVENUE BUDGET	YTD TRANSACTIONS	BUDGET BALANCE	% RECEIVED	REVENUE BUDGET	YTD TRANSACTIONS	BUDGET BALANCE	% RECEIVED
240308 SALES TAX RECEIPTS	(9,950,157.00)	(9,126,637.48)	(823,519.52)	91.72%	(10,248,262.00)	0.00	(10,248,262.00)	0.00%
240202 BASIC SCHOOL AID	(21,651,824.00)	(22,176,759.37)	524,935.37	102.42%	(22,130,823.00)	(1,844,235.25)	(20,286,587.75)	8.33%
240207 GIFTED & TALENTED	(240,997.00)	(245,765.00)	4,768.00	101.98%	(246,845.00)	(20,570.42)	(226,274.58)	8.33%
240208 REMEDIAL EDUCATION	(1,292,157.00)	(1,317,718.00)	25,561.00	101.98%	(1,323,508.00)	(110,292.34)	(1,213,215.66)	8.33%
240208 REMEDIAL EDUCATION COMPENSATION SUPPLEMENT	(123,629.00) 0.00	(107,296.63) 0.00	(16,332.37) 0.00	86.79% 0.00%	(105,619.00) (399,315.00)	0.00 0.00	(105,619.00) (399,315.00)	0.00% 0.00%
240212 SPECIAL ED SOQ	(2,794,545.00)	(2,880,857.56)	86,312.56	103.09%	(2,862,348.00)	(238,529.00)	(2,623,819.00)	8.33%
240217 VOCATIONAL ED SOQ	(225,615.00)	(230,078.00)	4,463.00	101.98%	(231,089.00)	(19,257.42)	(211,831.58)	8.33%
240221 SOC SEC-INSTR	(1,404,964.00)	(1,432,757.00)	27,793.00	101.98%	(1,439,052.00)	(119,921.00)	(1,319,131.00)	8.33%
240223 VRS INSTRUCTIONAL	(2,861,204.00)	(2,917,805.00)	56,601.00	101.98%	(2,846,592.00)	(237,216.00)	(2,609,376.00)	8.33%
240241 GROUP LIFE INST	(87,169.00)	(88,894.00)	1,725.00	101.98%	(89,284.00)	(7,440.34)	(81,843.66)	8.33%
240228 READING INTERVENTN	(168,326.00)	(170,830.92)	2,504.92	101.49%	(188,365.00)	0.00	(188,365.00)	0.00%
240205 CAT-REG FOSTER	(71,041.00)	(134,715.00)	63,674.00	189.63%	(132,031.00)	0.00	(132,031.00)	0.00%
240246 CAT-HOMEBOUND	(208,242.00)	(100,051.45)	(108,190.55)	48.05%	(102,053.00)	0.00	(102,053.00)	0.00%
240248 REGIONAL TUITION	(766,658.00)	(716,395.02)	(50,262.98)	93.44%	(739,236.00)	0.00	(739,236.00)	0.00%
240265 AT RISK SOQ	(1,439,822.00)	(1,468,098.00)	28,276.00	101.96%	(1,474,228.00)	0.00	(1,474,228.00)	0.00%
240309 ESL	(117,708.00)	(129,125.00)	11,417.00	109.70%	(148,706.00)	0.00	(148,706.00)	0.00%
240281 AT RISK 4 YR OLDS	(1,059,219.00)	(1,057,968.00)	(1,251.00)	99.88%	(1,221,024.00)	0.00	(1,221,024.00)	0.00%
240218 CTE - ADULT ED	(19,175.00)	0.00	(19,175.00)	0.00%	0.00	0.00	0.00	0.00%
240252 CTE EQUIPMENT	0.00	(13,266.87)	13,266.87	100.00%	0.00	0.00	0.00	100.00%
240253 CTE OCC PREP	(42,990.00)	(39,387.00)	(3,603.00)	91.62%	(48,230.00)	0.00	(48,230.00)	0.00%
MATH/READING INSTR SPECIALISTS	(40,267.00)	(40,267.00)	0.00	100.00%	(40,624.00)	0.00	(40,624.00)	0.00%
EARLY READING SPECIALISTS INIT	0.00	0.00	0.00	0.00%	(38,807.00)	0.00	(38,807.00)	0.00%
240275 PRIMARY CLASS SIZE	(1,707,979.00)	(1,693,633.00)	(14,346.00)	99.16%	(1,705,555.00)	0.00	(1,705,555.00)	0.00%
240214 TEXTBOOKS	(493,378.00)	(518,668.08)	25,290.08	105.13%	(505,349.00)	(42,112.42)	(463,236.58)	8.33%
240405 ALGEBRA READINESS	(139,687.00)	(137,583.00)	(2,104.00)	98.49%	(137,583.00)	0.00	(137,583.00)	0.00%
COMMONWEALTH OF VA	(46,906,753.00)	(46,744,556.38)	(162,196.62)	99.65%	(48,404,528.00)	(2,639,574.19)	(45,764,953.81)	5.45%
330212 IMPACT AIDPL81-874	(6,000.00)	(9,173.69)	3,173.69	152.89%	(6,000.00)	0.00	(6,000.00)	0.00%
180303 MEDICAID REIMBURSE	(300,000.00)	(397,969.97)	97,969.97	132.66%	(300,000.00)	(5,648.90)	(294,351.10)	1.88%
JR ROTC	(120,000.00)	(100,170.96)	(19,829.04)	83.48%	(120,000.00)	(3,060.96)	(116,939.04)	2.55%
FEDERAL	(426,000.00)	(507,314.62)	81,314.62	119.09%	(426,000.00)	(8,709.86)	(417,290.14)	2.04%

Lynchburg City Schools
 Operating Fund - Statement of Revenue
 For the Month Ending
 July 31, 2015

	FY 2014-2015				FY 2015-16			
	REVENUE BUDGET	YTD TRANSACTIONS	BUDGET BALANCE	% RECEIVED	REVENUE BUDGET	YTD TRANSACTIONS	BUDGET BALANCE	% RECEIVED
510500 CITY OPER APPR	(38,924,147.00)	(38,924,147.00)	0.00	100.00%	(40,114,276.00)	0.00	(40,114,276.00)	0.00%
510500 FUND BALANCE RETURN	(907,000.00)	(907,000.00)	0.00	100.00%	0.00	0.00	0.00	#DIV/0!
510500 USE OF CIP FUNDS	(75,000.00)	(75,000.00)	0.00	0.00%	0.00	0.00	0.00	0.00%
CITY	(39,906,147.00)	(39,906,147.00)	0.00	100.00%	(40,114,276.00)	0.00	(40,114,276.00)	0.00%
189912 MISC REV/OTH FUNDS	(238.75)	(78,106.70)	77,867.95	100.00%	(100,000.00)	(153.43)	(99,846.57)	0.00%
180303 REBATES & REFUNDS	(30,000.00)	(30,237.78)	237.78	100.79%	(30,000.00)	(766.50)	(29,233.50)	2.56%
189903 DONATIONS & SP GF	(7,075.00)	(7,075.00)	0.00	100.00%	(90.00)	(90.00)	0.00	100.00%
189909 SALE OTHER EQUIP	(3,500.00)	(30,295.02)	26,795.02	865.57%	(3,000.00)	(243.50)	(2,756.50)	8.12%
189910 INSURANCE ADJUST	(127,289.54)	(141,384.78)	14,095.24	111.07%	(3,000.00)	0.00	(3,000.00)	0.00%
E RATE REIMBURSEMENT	(120,000.00)	(149,288.83)	29,288.83	124.41%	(115,500.00)	0.00	(115,500.00)	0.00%
TRANSFER IN/OUT	0.00	0.00	0.00	0.00%			0.00	0.00%
MISCELLANEOUS	(288,103.29)	(436,388.11)	148,284.82	151.47%	(251,590.00)	(1,253.43)	(250,336.57)	0.50%
150201 RENTS	(118,000.00)	(123,000.00)	5,000.00	104.24%	(123,000.00)	0.00	(123,000.00)	0.00%
161201 TUITION DAY SCHOOL	(110,000.00)	(84,781.17)	(25,218.83)	77.07%	(110,000.00)	0.00	(110,000.00)	0.00%
161206 TUITION ADULT	(18,000.00)	(33,115.78)	15,115.78	183.98%	(11,000.00)	0.00	(11,000.00)	0.00%
161207 TUITION SUMMER SCH	(25,000.00)	(150.00)	(24,850.00)	0.60%	(25,000.00)	0.00	(25,000.00)	0.00%
161202 SPEC PUPIL FEES	(40,000.00)	(31,816.32)	(8,183.68)	79.54%	(40,000.00)	0.00	(40,000.00)	0.00%
161205 BUS RENTAL	(400,000.00)	(322,611.46)	(77,388.54)	80.65%	(325,000.00)	(293.90)	(324,706.10)	0.09%
190101 TUIT FM OTH CO/CY	(634,620.00)	(29,227.68)	(605,392.32)	4.61%	(634,620.00)	0.00	(634,620.00)	0.00%
161201 DUAL ENROLLMENT	(85,000.00)	(128,214.00)	43,214.00	150.84%	(125,000.00)	0.00	(125,000.00)	0.00%
PRINT SHOP	(100,000.00)	(62,165.39)	(37,834.61)	62.17%	(75,000.00)	0.00	(75,000.00)	0.00%
SCHOOL NUT UTILITIES	(98,500.00)	(95,131.14)	(3,368.86)	96.58%	(95,000.00)	0.00	(95,000.00)	0.00%
FACILITY RENTALS	(75,000.00)	(46,735.00)	(28,265.00)	62.31%	(60,000.00)	(4,703.75)	(55,296.25)	7.84%
CHARGES FOR SERVICES	(1,704,120.00)	(956,947.94)	(747,172.06)	56.15%	(1,623,620.00)	(4,997.65)	(1,618,622.35)	0.31%
150101 INTEREST-BNK DPST USE OF MONEY	(100.00)	0.00	(100.00)	100.00%	(100.00)	0.00	(100.00)	100.00%
LEASE PURCHASE PROCEEDS	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
DESIGNATION - ENCUMBRANCES	(500,478.90)	0.00	(500,478.90)	0.00%	0.00	0.00	0.00	0.00%
TOTAL OPERATING FUND	(89,731,702.19)	(88,551,354.05)	(679,869.24)	98.68%	(90,820,114.00)	(2,654,535.13)	(88,165,578.87)	2.92%

Original budget	\$ 88,114,120.00
Fund Balance Return/Textbooks/CIP	\$ 982,000.00
Restricted Donation Received	\$ 7,075.00
Insurance proceeds allocated	\$ 124,289.54
Restricted Sale of Assets (CTE)	\$ 3,500.00
Miscellaneous Revenue	\$ 238.75
Designation - Prior Year Encumb	\$ 500,478.90
Adjusted Budget	\$ 89,731,702.19

Original budget	\$ 90,820,024.00
Restricted Donation Received	\$ 90.00
Adjusted Budget	\$ 90,820,114.00

Agenda Report

Date: 08/18/15

Agenda Number: E-2

Attachments: Yes

From: Scott S. Brabrand, Superintendent
Marie F. Gee, Director of Personnel

Subject: Personnel Report

Summary/Description:

The personnel recommendations for August 4 – 18, 2015, appear as an attachment to this agenda report.

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

Recommendation:

The superintendent recommends that the school board approve the personnel recommendations for August 4 – 18, 2015.

NAME	COLLEGE	DEGREE/ EXPERIENCE	SCHOOL/ ASSIGNMENT	EFFECTIVE DATE
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NOMINATIONS, INSTRUCTIONAL PERSONNEL, 2015-2016:

Bradshaw, Elizabeth	Old Dominion University	M.A./24 yrs. (Lv. 24 3)	Linkhorne Elementary Special Education	08-06-15
Mewborn, Beverly	N.C. State University	M.A./0 yrs. (Lv. 0 3)	Linkhorne Middle Math	08-06-15
Sterne, Stacy	Lynchburg College	B.A./12 yrs. (Lv. 12 3)	Sandusky Middle Math	08-06-15
Wayne, Keith	Liberty University	M.A./19 yrs. (Lv. 19 4)	Sandusky Middle English	08-11-15

RESIGNATIONS:

Snyder, Kelly	Liberty University	B.S./4 yrs. (Lv. 4 3)	Heritage Elementary First Grade	08-06-15
Turner, Marianne	Tuft University	M.A./20 yrs. (Lv. 16 3)	Student Services Director	08-14-15

Agenda Report

Date: 08/18/15

Agenda Number: E-3

Attachments: Yes

From: Scott S. Brabrand, Superintendent
Ben W. Copeland, Assistant Superintendent of Operations and Administration

Subject: School Board Policy 4-46: Monies in School Building

Summary/Description:

The school administration proposes the attached revisions to School Board Policy 4-46: Monies in School Building for school board consideration.

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

Recommendation:

The superintendent recommends that the school board approve School Board Policy 4-46: Monies in School Building.

BUSINESS AND NONINSTRUCTIONAL OPERATIONS

Monies in School Building

~~There shall be no monies left in any school building overnight.~~ ***{No monies greater than the following amounts shall be left in any school overnight:***

<i>Elementary Schools</i>	<i>\$100.00</i>
<i>Middle Schools</i>	<i>\$250.00</i>
<i>High Schools</i>	<i>\$500.00}</i>

The superintendent shall implement such regulations as are necessary to see that daily deposits are made of all school or other funds.

~~This policy of the board is to receive widespread publicity throughout the school division and the city by whatever means the superintendent deems appropriate.~~

Adopted by School Board: June 5, 1973

Agenda Report

Date: 08/18/15

Agenda Number: E-4

Attachments: Yes

From: Scott S. Brabrand, Superintendent
Ben W. Copeland, Assistant Superintendent of Operations and Administration

Subject: Lynchburg City School Board Policy Updates

Summary/Description:

The Virginia School Boards Association (VSBA) recently released updates to several of the policies listed below which have been reviewed by legal counsel and reflect the latest changes in state and federal laws and regulations. Policy GAD Access to Employee Social Media Accounts is a brand new VSBA policy which went into effect July 1, 2015. Regulation JJAC-R Return to Learn Protocol was developed by the Lynchburg City Schools' Concussion Management Team following Virginia Board of Education guidelines. A few policies were revised for editorial reasons or to correct technical errors. These policy revisions from the VSBA May 2015 update appear as attachments to the agenda report.

BBBB	Student Representative to the School Board	BDDD	Quorum
BBBC	Board Member Oath of Office	CM	School Division Annual Report
BBFA	Conflict of Interests and Disclosure of Economic Interests	GAD	Access to Employee Social Media Accounts (<i>new</i>)
BCC	School Board Clerk	JJAC	Student-Athlete Concussions during Extracurricular Activities
BCG	School Attorney	JJAC-R	Return to Learn Protocol
BDC	Closed Meetings		
BDDE	Rules of Order		
BFE (also CHD)	Administration in Policy Absence		
CHD (also BFE)	Administration in Policy Absence		

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

Recommendation:

The superintendent recommends that the school board approve the updates to the school board policies and administrative regulations listed above.

STUDENT LIAISON *{REPRESENTATIVE}* TO THE SCHOOL BOARD

The opinions and concerns of the students in Lynchburg City School division are important to the Lynchburg City School Board. Therefore, the School Board ~~shall select~~ *{selects}* a student liaison *{representative}*.

The principal of each high school ~~shall nominate~~ *{nominates}* one student from the school to serve as the student liaison *{representative}* to the School Board, subject to final approval by the School Board. The student liaison *{representative}* ~~shall serve~~ *{serves}* a one year term.

The student liaison ~~shall serve~~ *{representative serves}* in an advisory capacity and ~~shall~~ *{does}* not vote. The student liaison ~~shall~~ *{representative does}* not attend closed meetings. The school division ~~shall provide~~ *{provides}* the meeting agenda and other public materials to the student liaison *{representative}* in advance of each open meeting. The student liaison ~~shall~~ *{representative does}* not have access to confidential information, including student or personnel records. The student liaison *{representative}* is expected to attend all regular, open meetings and complete assignments for research and data collection when requested by the School Board.

Adopted by School Board: June 4, 2013

Legal Ref.: Code of Virginia, 1950, as amended, § 22.1-86.1.

BOARD MEMBER OATH OF OFFICE

All new school board members shall qualify by taking the oath prescribed for officers of the Commonwealth ~~on or before the day their term of office begins~~ ***before entering upon the duties of office***. Failure to take the oath of office within the time allowed by law renders the office vacant.

Adopted by School Board: June 4, 2013

Legal Ref.: Code of Virginia, 1950, as amended, §§ 15.2-1522, 15.2-1524, 22.1-31, 49-1, 49-3.

CONFLICT OF INTERESTS AND DISCLOSURE OF ECONOMIC INTERESTS

A. Purpose

The Lynchburg City School Board seeks, through the adoption of this policy, to assure that the judgment of its members, officers and employees will be guided by a policy that defines and prohibits inappropriate conflicts and requires disclosure of economic interests, as defined by the General Assembly in the State and Local Government Conflict of Interests Act.

B. Areas of Regulation

The State and Local Government Conflict of Interests Act establishes five principal areas of regulation applicable to board members, officers, and employees of the Lynchburg City School Division. They are:

- Special anti-nepotism rules relating to School Board members and superintendents of schools.
- General rules governing public conduct by School Board members regarding acceptance of gifts and favors.
- Prohibited conduct regarding contracts.
- Required conduct regarding transactions.
- Disclosures required from School Board members.

C. Definitions

"Advisory agency" means any board, commission, committee or post which does not exercise any sovereign power or duty, but is appointed by a governmental agency or officer or is created by law for the purpose of making studies or recommendations, or advising or consulting with a governmental agency.

"Affiliated business entity relationship" means a relationship, other than a parent-subsidiary relationship, that exists when

- one business entity has a controlling ownership interest in the other business entity;
- a controlling owner in one entity is also a controlling owner in the other entity; or
- there is shared management or control between the business entities.

Factors that may be considered in determining the existence of an affiliated business entity relationship include that the same person or substantially the same person owns or manages the two entities, there are common or commingled funds or assets, the business entities share the use of the same offices or employees, or otherwise share activities, resources or personnel on a regular basis, or there is otherwise a close working relationship between the entities.

"Business" means any individual or entity carrying on a business or profession, whether or not for profit.

"Contract" means any agreement to which a governmental agency is a party, or any agreement on behalf of a governmental agency which involves the payment of money appropriated by the General Assembly or political subdivision, whether or not such agreement is executed in the name of the Commonwealth, or some political subdivision of it.

"Council" means the Virginia Conflict of Interest and Ethics Advisory Council established in Va. Code § 30-355.

"Employee" means all persons employed by a governmental or advisory agency.

"Financial institution" means any bank, trust company, savings institution, industrial loan association, consumer finance company, credit union, broker-dealer as defined in subsection A of Va. Code § 13.1- 501, or investment company or advisor registered under the federal Investment Advisors Act or Investment Company Act of 1940.

"Gift" means any gratuity, favor, discount, entertainment, hospitality, loan forbearance, or other item having monetary value. It includes services as well as gifts of transportation, local travel, lodgings, and meals, whether provided in-kind, by purchase of a ticket, payment in advance or reimbursement after the expense has been incurred. "Gift" does not include any offer of a ticket, coupon, or other admission or pass unless the ticket, coupon, admission, or pass is used; honorary degrees; any athletic, merit, or need-based scholarship or any other financial aid awarded by a public or private school, institution of higher education, or other educational program pursuant to such school, institution or program's financial aid standards and procedures applicable to the general public; a campaign contribution properly received and reported pursuant to Va. Code § 24.2-945 et seq.; any gift related to the private profession or occupation of an officer *{the School Board member}* or employee or of a member of the officer *{School Board member's}* or employee's immediate family; *{food or beverages consumed while attending an event at which the School Board member or employee is performing official duties related to his public service; food and beverages received at or registration or attendance fees waived for any event at which the School Board member or employee is a featured speaker, presenter or lecturer; unsolicited awards of appreciation or recognition in the form of a plaque, trophy, wall memento or similar item that is given in recognition of public, civic, charitable or professional service; a devise or inheritance; travel disclosed pursuant to the Campaign Finance Disclosure Act (Va. Code § 24.2-945 et seq.); travel paid for or provided by the government of the United States, any of its territories or any state or any political subdivision of such state; travel related to an official meeting of the Commonwealth, its political subdivisions, or any board, commission, authority, or other entity, or any charitable organization established pursuant to § 501(c)(3) of the Internal Revenue Code affiliated with such entity, to which such person has been appointed or elected or is a member by virtue of his office or employment;}* or gifts from relatives or personal friends. For the purpose of this definition, "relative" means the donee's spouse, child, uncle, aunt, niece, or nephew *{or first cousin}*; a person to whom the donee is engaged to be married; the donee's or his *{donee's}* spouse's parent, grandparent, grandchild, brother, or sister, *{step-parent, step-grandparent, step-grandchild, step-brother or step-sister}* or the donee's brother's or sister's spouse. For the purpose of this definition, "personal friend" does not include any person that the officer *{School Board member}* or employee knows or has reason to know is (a) a lobbyist registered pursuant to Va. Code § 2.2-418 et seq.; (b) a lobbyist's principal as defined in Va. Code

§ 2.2-419; or (c) a person, organization or business who is a party to or is seeking to become a party to a contract with the School Board. For purposes of this definition, “person, organization, or business” includes individuals who are officers, directors or owners of or who have a controlling ownership interest in such organization or business.

"Governmental agency" means each component part of the legislative, executive or judicial branches of state and local government, including each office, department, authority, post, commission, committee, and each institution or board created by law to exercise some regulatory or sovereign power or duty as distinguished from purely advisory powers or duties. Corporations organized or controlled by the Virginia Retirement System are "governmental agencies" for purposes of this policy.

"Immediate family" means (i) a spouse and (ii) any ~~child~~ *{other person}* who resides in the same household as the ~~officer~~ *{School Board member}* or employee and who is a dependent of the ~~officer~~ *{School Board member}* or employee.

"Officer" means any person appointed or elected to any governmental or advisory agency including local school boards, whether or not he receives compensation or other emolument of office.

“Parent-subsidiary relationship” means a relationship that exists when one corporation directly or indirectly owns shares possessing more than 50 percent of the voting power of another corporation.

"Personal interest" means a financial benefit or liability accruing to ~~an officer~~ *{a School Board member}* or employee or to a member of ~~his~~ *{the}* immediate family *{of the School Board member or employee}*. Such interest shall exist by reason of

- ownership in a business if the ownership interest exceeds three percent of the total equity of the business;
- annual income that exceeds, or may reasonably be anticipated to exceed, \$5,000 from ownership in real or personal property or a business;
- salary, other compensation, fringe benefits, or benefits from the use of property, or any combination thereof, paid or provided by a business or governmental agency that exceeds, or may reasonably be anticipated to exceed \$5,000 annually;
- ownership of real or personal property if the interest exceeds \$5,000 in value and excluding ownership in a business, income or salary, other compensation, fringe benefits or benefits from the use of property;
- personal liability incurred or assumed on behalf of a business if the liability exceeds three percent of the asset value of the business; or
- an option for ownership of a business or real or personal property if the ownership interest will consist of the first or fourth bullets above.

"Personal interest in a contract" means a personal interest which an officer or employee has in a contract with a governmental agency, whether due to his being a party to the contract or due to a personal interest in a business which is a party to the contract.

"Personal interest in a transaction" means a personal interest of an officer or employee in any matter considered by his agency. Such personal interest exists when an officer or employee or a member of his immediate family has a personal interest in property or a business, or governmental agency, or represents or provides services to any individual or business and such property, business, or represented or served individual or business is

- the subject of the transaction or
- may realize a reasonably foreseeable direct or indirect benefit or detriment as a result of the action of the agency considering the transaction

Notwithstanding the foregoing, such personal interest in a transaction shall not be deemed to exist where (a) an elected member of a local governing body serves without remuneration as a member of the board of trustees of a not-for-profit entity and such elected member or member of his immediate family has no personal interest related to the not-for-profit entity or (b) an officer, employee, or elected member of a local governing body is appointed by the local governing body to serve on a governmental agency, or an officer, employee, or elected member of a separate local governmental agency formed by a local governing body is appointed to serve on a governmental agency, and the personal interest in the transaction of the governmental agency is a result of the salary, other compensation, fringe benefits, or benefits provided by the local governing body or the separate governmental agency to the officer or employee.

"Transaction" means any matter considered by any governmental or advisory agency, whether in a committee, subcommittee, or other entity of that agency or before the agency itself, on which official action is taken or contemplated.

D. Special Anti-Nepotism Rules Relating to School Board Members and Superintendents

1. The School Board may not employ or pay, and the Superintendent may not recommend for employment, the father, mother, brother, sister, spouse, son, daughter, son-in-law, daughter-in-law, sister-in-law, or brother-in-law, of the Superintendent or of a School Board member. This provision shall not be construed to prohibit the employment, promotion, or transfer within the school division, of any person within a relationship described above when such person
 - has been employed pursuant to a written contract with the School Board or employed as a substitute teacher or teacher's aide by the School Board prior to the taking of office of any member of the Board or Superintendent; or
 - has been employed pursuant to a written contract with the School Board or employed as a substitute teacher or teacher's aide by the School Board prior to the inception of such relationship; or
 - was employed by the School Board at any time prior to June 10, 1994, and had been employed at any time as a teacher or other employee of any Virginia school board prior to the taking of office of any member of the School Board or Superintendent.

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

2. The School Board may employ or pay, and the Superintendent may recommend for employment, any family member of the Superintendent or of a School Board member provided that
 - a) the member certifies that he had no involvement with the hiring decision; and
 - b) the Superintendent certifies to the remaining members of the school board in writing that the recommendation is based upon merit and fitness and the competitive rating of the qualifications of the individual and that no member of the board had any involvement with the hiring decision.

3. No family member (as listed in section D.1., above) of any employee may be employed by the School Board if the family member is to be employed in a direct supervisory and/or administrative relationship either supervisory or subordinate to the employee. The employment and assignment of family members in the same organizational unit is discouraged.

E. General Rules Governing Public Conduct by School Board Members *{and Employees}* Regarding Gifts and Favors

1. Prohibited Conduct

Neither the School Board collectively, nor any member of the board, shall solicit or

- accept money, or anything else of value, for services performed within the scope of his or her official duties other than his or her regular compensation, expenses or other remuneration;
- offer or accept money, or anything else of value, for or in consideration of obtaining employment, appointment, or promotion in the school division;
- offer or accept any money or anything else of value for or in consideration of the use of his public position to obtain a contract for any person or business with the school division. use for his or her own economic benefit, or anyone else's, confidential
- information gained by reason of his or her office, and which is not available to the public; accept any money, loan, gift, favor or service that might reasonably tend to
- influence the discharge of duties; accept any business or professional opportunity from which a School Board member may gain a financial benefit, where the member
- knows or should know that there is a reasonable likelihood that the opportunity is being offered with intent to influence his or her conduct in the performance of official duties.

2. Prohibited Gifts

For purposes of this subsection:

~~“Intangible gift” means a thing of temporary value or a thing that upon the happening of a certain event or expiration of a given date loses its value. “Intangible gift” includes entertainment, hospitality a ticket, admission, or pass, transportation, lodgings and meals that are reportable on Schedule E of the disclosure form prescribed in Va. Code § 2.2-3117.~~

~~“Tangible gift” means a thing of value that does not lose its value upon the happening of a certain event or expiration of a given date. “Tangible gift” includes currency, negotiable instruments, securities, stock options or other financial instruments that are reportable on Schedule E of the disclosure form prescribed in Va. Code § 2.2-3117. “Tangible gift” does not include payments or reimbursements received for an intangible gift.~~

~~“Person, organization or business” includes individuals who are officers, directors or owners of or who have a controlling ownership interest in such organization or business.~~

{“Widely attended event” means an event at which at least 25 persons have been invited to attend or there is a reasonable expectation that at least 25 persons will attend the event and the event is open to individuals (i) who share a common interest, (ii) who are members of a public, civic, charitable or professional organization, (iii) who are from a particular industry or profession or (iv) who represent persons interested in a particular issue.}

~~School Board members and employees required to file a Statement of Economic Interests as prescribed in VA. Code § 2.2-3117 (i) shall not solicit, accept or receive within any calendar year any single tangible gift with a value in excess of \$250 or a combination of tangible gifts with an aggregate value in excess of \$250 from any person that the member or employee knows or has reason to know is (a) a lobbyist registered pursuant to Va. Code § 2.2-418 et seq.; (b) a lobbyist’s principal as defined in Va. Code § 2.2-419; or (c) a person, organization or business who is a party to or is seeking to become a party to a contract with the School Board ***{and members of their immediate families shall not solicit, accept or receive any single gift with a value in excess of \$100 or any combination of gifts with an aggregate value in excess of \$100 within any calendar year for the School Board member or employee or a member of the School Board or employee’s immediate family from any person that the School Board member or employee or a member of the School Board’s or employee’s immediate family knows or has reason to know is (i) a lobbyist registered pursuant to Va. Code § 2.2-418 et seq.; (ii) a lobbyist’s principal as defined in Va. Code § 2.2-419; or (iii) a person, organization, or business who is or is seeking to become a party to a contract with the School Board. Gifts with a value of less than \$20 are not subject to aggregation for purposes of this prohibition.}***~~

~~School Board members and employees required to file a Statement of Economic Interests shall report any tangible gift with a value of \$250 or less or any intangible gift received from any person listed in clause (i) on Schedule E of such disclosure form; and shall report any payments for talks, meetings, and publications on Schedule D of such disclosure form.~~

{Notwithstanding the above, School Board members and employees required to file a Statement of Economic Interests and members of their immediate families may accept or receive

- *a gift of food and beverages, entertainment or the cost of admission with a value in excess of \$100 when such gift is accepted or received while in attendance at a widely attended event and is associated with the event. Such gifts shall be reported on the Statement of Economic Interests;*
- *a gift from a foreign dignitary with a value exceeding \$100 for which the fair market value or a gift of greater or equal value has not been provided or exchanged. Such gift shall be accepted on behalf of the Commonwealth or a locality and archived in accordance with guidelines established by the Library of Virginia. Such gift shall be disclosed as having been accepted on behalf of the Commonwealth or a locality, but the value of such gift shall not be required to be disclosed;*
- *certain gifts with a value in excess of \$100 from a lobbyist, lobbyist's principal or a person, organization or business who is or is seeking to become a party to a contract with the School Board if such gift was provided to such School Board member or employee or a member of the immediate family of the School Board member or employee on the basis of a personal friendship. A lobbyist, lobbyist's principal or a person, organization or business who is or is seeking to become a party to a contract with the School board may be a personal friend of such School Board member or employee or the immediate family of the School Board member or employee. In determining whether a lobbyist, lobbyist's principal or a person, organization or business who is or is seeking to become a party to a contract with the School Board is a personal friend, the following factors shall be considered: (i) the circumstances under which the gift was offered; (ii) the history of the relationship between the person and the donor, including the nature and length of the friendship and any previous exchange of gifts between them; (iii) to the extent known to the person, whether the donor personally paid for the gift or sought a tax deduction or business reimbursement for the gift; and (iv) whether the donor has given the same or similar gifts to other persons required to file the disclosure form prescribed in Va. Code §§ 2.2-3117 or 30-111; and*
- *gifts of travel, including travel-related transportation, lodging, hospitality, food or beverages, or other thing of value, with a value in excess of \$100 that is paid for or provided by a lobbyist, lobbyist's principal or a person, organization or business who is or is seeking to become a party to a contract with the School Board when the School Board member or employee has submitted a request for approval of such travel to the Council and has received the approval of the Council pursuant to Va. Code § 30-356.1. Such gifts shall be reported on the Statement of Economic Interests.}*

The ~~\$250~~ **{\$100}** limitation imposed in accordance with this section shall be adjusted by the Council every five years, as of January 1 of that year, in an amount equal to the annual increases for that five-year period in the United States Average Consumer Price Index for all items, all urban consumers (CPI-U), as published by the Bureau of Labor Statistics of the U.S. Department of Labor, rounded to the nearest whole dollar.

{No person shall be in violation of this policy if (i) the gift is not used by such person and the gift or its equivalent in money is returned to the donor or delivered to a charitable organization within a reasonable period of time upon the discovery of the value of the gift and is not claimed as a charitable contribution for federal income tax purposes or (ii) consideration is given by the donee to the donor for the value of the gift within a reasonable period of time upon

the discovery of the value of the gift provided that such consideration reduces the value of the gift to \$100 or less.}

3. *{Awards to Employees for Exceptional Service}*

Nothing herein shall be construed to prohibit or apply to the acceptance by a teacher or other employee of Lynchburg City School Board of an award or payment in honor of meritorious or exceptional services performed by the teacher or employee and made by an organization exempt from federal income taxation pursuant to the provisions of Section 501(c)(3) of the Internal Revenue Code.

F. Prohibited Conduct Regarding Contracts

1. No School Board member shall have a personal interest in (i) any contract with the School Board or (ii) any contract with any government agency which is subject to the ultimate control of the Board;
2. Exceptions - The above prohibition shall not be applicable to:
 - A Board member's personal interest in a contract of employment provided the employment first began prior to the member becoming a member of the School Board
 - Contracts for the sale by a governmental agency of services or goods at uniform prices available to the general public
 - A contract awarded to a member of the School Board as a result of competitive sealed bidding where the School Board has established a need for the same or substantially similar goods through purchases prior to the election or appointment of the member to serve on the School Board; however, the member shall have no involvement in the preparation of the specifications for such contract, and the remaining members of the School Board, by written resolution, shall state that it is in the public interest for the member to bid on such contract
 - The sale, lease or exchange of real property between an officer or employee and a governmental agency, provided the officer or employee does not participate in any way as such officer or employee in such sale, lease or exchange, and this fact is set forth as a matter of public record by the governing body of the governmental agency or by the administrative head thereof
 - The publication of official notices
 - An officer or employee whose sole personal interest in a contract with the governmental agency is by reason of income from the contracting firm or governmental agency in excess of \$10,000 per year, provided the officer or employee or a member of his immediate family does not participate and has no authority to participate in the procurement or letting of such contract on behalf of the contracting firm and the officer or employee either does not have authority to participate in the procurement or letting of the contract on behalf of his governmental agency or he disqualifies himself as a matter of public record and does not participate on behalf of his governmental agency in negotiating the contract or in approving the contract

- Contracts between an officer’s or employee’s governmental agency and a public service corporation, financial institution, or company furnishing public utilities in which the officer or employee has a personal interest provided the officer or employee disqualifies himself as a matter of public record and does not participate on behalf of his governmental agency in negotiating or approving the contract
- Contracts for the purchase of goods or services when the contract does not exceed \$500
- Grants or other payment under any program wherein uniform rates for, or the amounts paid to, all qualified applicants are established solely by the administering governmental agency
- An officer or employee whose sole personal interest in a contract with his own governmental agency is by reason of his marriage to his spouse who is employed by the same agency, if the spouse was employed by such agency for five or more years prior to marrying such officer or employee
- Employment contracts and other contracts entered into prior to August 1,1987, provided such contracts were in compliance with the Virginia Conflict of Interests Act (or the Comprehensive Conflict of Interests Act)at the time of their formation and thereafter. Those contracts shall continue to be governed by the provisions of the appropriate prior Act. The employment by the same governmental agency of an officer or employee and spouse or any other relative residing in the same household shall not be deemed to create a material financial interest except when one of the persons is employed in a direct supervisory and/or administrative position with respect to the spouse or other relative residing in his household and the annual salary of the subordinate is \$35,000 or more.

G. Prohibited Conduct Regarding Transactions

1. Each School Board member and School Board employee who has a personal interest in a transaction
 - a. shall disqualify himself from participating in the transaction if
 - (i) the transaction has application solely to property or a business or governmental agency in which he has a personal interest or a business that has a parent-subsidiary or affiliated business entity relationship with the business in which he has a personal interest, or
 - (ii) he is unable to participate pursuant to subdivision G.1.b, G.1.c., or G.1.d. of this policy.

Any disqualification under this subsection shall be recorded in the School Board’s public records. The School Board member or employee shall disclose his personal interests as required by Va. Code § 2.2-3115E and shall not vote or in any manner act on behalf of the School Board in the transaction. The member or employee shall not

- (i) attend any portion of a closed meeting authorized by the Virginia Freedom of Information Act when the matter in which he has a personal interest is discussed; or
- (ii) discuss the matter in which he has a personal interest with other governmental officers or employees at any time.

- b. may participate in the transaction if he is a member of a business, profession, occupation, or group of three or more persons, the members of which are affected by the transaction, and he complies with the declaration requirements of Va. Code § 2.2-3115 G;
 - c. may participate in the transaction when a party to the transaction is a client of his firm if he does not personally represent or provide services to such client and he complies with the declaration requirements of Va. Code § 2.2-3115 H; or
 - d. may participate in the transaction if it affects the public generally, even though his personal interest, as a member of the public, may also be affected by that transaction.
2. Disqualification under this section shall not prevent any employee having a personal interest in a transaction in which his employer is involved from representing himself or a member of his immediate family in such transaction provided he does not receive compensation for such representation and provided he complies with the disqualification and relevant disclosure requirements of this policy.
 3. If disqualifications under subsection 1.a. of this section leave less than the number required by law to act, the remaining member or members of the board shall constitute a quorum for the conduct of business and have authority to act for the board by majority vote, unless a unanimous vote of all members is required by law, in which case authority to act shall require a unanimous vote of remaining members.
 4. The provisions of this section shall not prevent a board member or employee from participating in a transaction merely because such a board member or employee is a defendant in a civil legal proceeding concerning such transaction.

H. Disclosure Requirements for School Board Members

1. School Board members file, as a condition of assuming office, ~~with the Council~~ a disclosure statement of their personal interests and other information as is specified on the ***{Statement of Economic Interests}*** form set forth in Va. Code § 2.2-3117 and thereafter file such statement semiannually by December 15 for the preceding six-month period complete through the last day of October and by June 15 for the preceding six-month period complete through the last day of April. ***{The disclosure forms are filed and maintained as public records for five years in the office of the clerk of the School Board.}***
- {2. School Board members and employees required to file the Statement of Economic Interests who fail to file such form within the time period prescribed shall be assessed a civil penalty of \$250. The clerk of the School Board shall notify the attorney for the Commonwealth for the locality of any School Board member's or employee's failure to file the required form and the attorney for the Commonwealth shall assess and collect the civil penalty. The clerk shall notify the attorney for the Commonwealth within 30 days of the deadline for filing.}***

~~2.~~~~3.~~ Any board member or employee who is disqualified from participating in a transaction under Section G.1.a. of this policy, or otherwise elects to disqualify himself, shall forthwith make disclosure of the existence of his interest, including the full name and address of the business and the address or parcel number for the real estate if the interest involves a business or real estate and such disclosure shall be reflected in the school board's public records in the division Superintendent's office for a period of five (5) years.

~~3.~~~~4.~~ Any board member or employee who is required to disclose his interest under Section G.1.b. of this policy shall declare his interest by stating:

- the transaction involved;
- the nature of the board member's or employee's personal interest affected by the transaction;
- that he is a member of a business, profession, occupation, or group the members of which are affected by the transaction; and
- that he is able to participate in the transaction fairly, objectively, and in the public interest.

The board member or employee shall either make his declaration orally to be recorded in written minutes of the board or file a signed written declaration with the clerk of the board, who shall, in either case, retain and make available for public inspection such declaration for a period of five years from the date of recording or receipt. If reasonable time is not available to comply with the provisions of this subsection prior to participation in the transaction, the board member or employee shall prepare and file the required declaration by the end of the next business day. The board member or employee shall also orally disclose the existence of the interest during each School Board meeting at which the transaction is discussed and such disclosure shall be recorded in the minutes of the meeting.

~~4.~~~~5.~~ A board member or employee who is required to declare his interest pursuant to subdivision G.1.c. of this policy shall declare his interest by stating

- (i) the transaction involved;
- (ii) that a party to the transaction is a client of his firm;
- (iii) that he does not personally represent or provide services to the client; and
- (iv) that he is able to participate in the transaction fairly, objectively, and in the public interest.

The board member or employee shall either make his declaration orally to be recorded in written minutes of the board or file a signed written declaration with the clerk of the board who shall, in either case, retain and make available for public inspection such declaration for a period of five years from the date of recording or receipt. If reasonable time is not available to comply with the provisions of this subsection prior to participation in the transaction, the board member or employee shall prepare and file the required declaration by the end of the next business day.

Adopted: June 4, 2013
Revised: December 16, 2014
Revised: May 22, 2015

Legal Ref.: Code of Virginia, 1950, as amended, §§ 2.2-3101, 2.2-3102, 2.2-3103, *{2.2-3103.2,}*
2.2-3104.1, 2.2-3108, 2.2-3109, 2.2-3110, 2.2-3112, 2.2-3115, 2.2-3119 *{and 2.2-3124}*.

Cross Ref.: CBCA Disclosure Statement Required of Superintendent
GCCB Employment of Family Members

SCHOOL BOARD CLERK

On recommendation of the Superintendent, a clerk shall and a deputy clerk may be appointed annually at the organizational meeting of the School Board.

The clerk and deputy clerk shall each be *{, if any, are each}* bonded in an amount no less than ten thousand dollars (\$10,000), and the School Board shall pay *{pays}* the premiums for each bond. The clerk and deputy clerk *{, if any,}* shall discharge under the general direction of the ~~division~~ Superintendent all duties as required by law and such other duties as may be required by the School Board or the ~~State~~ Board of Education.

Adopted by School Board: June 4, 2013

Legal Refs.: Code of Virginia, 1950, as amended, §§ 22.1-76, 22.1-77.

SCHOOL ATTORNEY

The School Board may retain an attorney for legal counsel and services. The school attorney, upon request by the School Board, may attend ~~regular~~ meetings of the Board and ~~other meetings of the Board or its committees.~~

Adopted by School Board: June 4, 2013

Legal Ref.: Code of Virginia, 1950, as amended, § 22.1-82.

CLOSED MEETINGS

- A. Closed meetings may be held by the School Board or any committee thereof only in accordance with Virginia law, for purposes including the following:
1. Discussion, consideration or interviews of prospective candidates for employment; assignment, appointment, promotion, performance, demotion, salaries, disciplining or resignation of specific public officers, appointees or employees of the School Board. Any teacher shall be permitted to be present during a closed meeting in which there is a discussion or consideration of a disciplinary matter which involves the teacher and some student and the student involved in the matter is present, provided the teacher makes a written request to be present to the presiding officer of the School Board.
 2. Discussion or consideration of admission or disciplinary matters or any other matters that would involve the disclosure of information contained in a scholastic record concerning any student in the Lynchburg City School system. However, any such student, legal counsel and, if the student is a minor, the student's parents or legal guardians shall be permitted to be present during the taking of testimony or presentation of evidence at a closed meeting, if such student, parents or guardians so request in writing and such request is submitted to the presiding officer of the School Board.
 3. Discussion or consideration of the acquisition of real property for a public purpose, or of the disposition of publicly held real property where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the School Board.
 4. The protection of the privacy of individuals in personal matters not related to public business.
 5. Discussion concerning a prospective business or industry or the expansion of an existing business or industry where no previous announcement has been made of the business' or industry's interest in locating or expanding its facilities in the community.
 6. Discussion or consideration of the investment of public funds where competition or bargaining is involved, where if made public initially, the financial interest of the School Board would be adversely affected.
 7. Consultation with legal counsel and briefings by staff members or consultants pertaining to actual or probable litigation, where such consultation or briefing in open meeting would adversely affect the negotiating or litigating posture of the School Board; and consultation with legal counsel employed or retained by the School Board regarding specific legal matters requiring the provision of legal advice by such counsel. For purposes of this subsection, "probable litigation" means litigation which has been specifically threatened or on which the School Board or its legal counsel has a reasonable basis to believe will be commenced by or against a known party. The closure of a meeting is not permitted merely because an attorney representing the School Board is in attendance or is consulted on a matter.

8. Discussion or consideration of honorary degrees or special awards.
 9. Discussion or consideration of tests or examinations or other records excluded from public disclosure pursuant to Va. Code § 2.2-3705.1.
 10. Discussion of strategy with respect to the negotiation of a hazardous waste siting agreement or to consider the terms, conditions, and provisions of a hazardous waste siting agreement if the School Board in open meeting finds that an open meeting will have an adverse effect upon the negotiating position of the School Board or the establishment of the terms, conditions and provisions of the siting agreement, or both. All discussions with the applicant or its representatives may be conducted in a closed meeting.
 11. Discussion or consideration of medical and mental health records excluded from disclosure under Va. Code § 2.2-3705.5.
 12. Discussion of plans to protect public safety as it relates to terrorist activity *{or specific cyber security threats or vulnerabilities}* and briefings by staff members, legal counsel, or law-enforcement or emergency service officials concerning actions taken to respond to such activity *{matters}* or a related threat to public safety; *{discussion of records excluded from mandatory disclosure pursuant to subdivision 3 or 4 of Va. Code § 2.2-3705.2 where discussion in an open meeting would jeopardize the safety of any person or the security of any facility, building, structure, information technology system or software program;}* or discussion of reports or plans related to the security of any governmental facility, building or structure, or the safety of persons using such facility, building or structure.
 13. Discussion or consideration of records excluded from mandatory disclosure pursuant to subdivision 11 of Va. Code § 2.2-3705.6 (the Public Private Education Facilities and Infrastructure Act) by the School Board or any independent review panel appointed to review information and advise the School Board concerning such records.
 14. Discussion of the award of a public contract involving the expenditure of public funds, including interviews of bidders or offerors, and discussion of the terms or scope of such contract, where discussion in an open session would adversely affect the bargaining position or negotiating strategy of the School Board.
- B. No resolution, ordinance, rule, contract, regulation or motion adopted, passed or agreed to in a closed meeting shall become effective unless the School Board, following the meeting, reconvenes in open meeting and takes a vote of the membership on such resolution, ordinance, rule, contract, regulation or motion which shall have its substance reasonably identified in the open meeting.
- C. The School Board or any committee thereof may permit nonmembers to attend a closed meeting of the Board or committee if such persons are deemed necessary or if their presence will reasonably aid the Board or committee in its consideration of a topic which is a subject of the meeting.

- D. School Board members may attend closed meetings held by any committee or subcommittee of the Board, or a closed meeting of any entity, however designated, created to perform the delegated functions of or to advise the Board. School Board members shall in all cases be permitted to observe the closed meeting of the committee, subcommittee or entity. In addition to the requirements of Va. Code § 2.2-3707, the minutes of the committee or other entity shall include the identity of the School Board members who attended the closed meeting.

Adopted by School Board: June 4, 2013

Legal Ref.: Code of Virginia, 1950, as amended, §§ 2.2-3711, 2.2-3712.

Cross Ref.:	BCE	School Board Committees
	BCEA	Disciplinary Committee
	BCF	Advisory Committees to the School Board
	BDDA	Notification of School Board Meetings

QUORUM

At any meeting of a *{the Lynchburg City}* School Board, a majority of such Board shall constitute *{the Board constitutes}* a quorum.

Adopted by School Board: June 4, 2013

Legal Ref.: Code of Virginia, 1950, as amended, § 22.1-73.

RULES OF ORDER

Each ~~Each~~ *{The Lynchburg City}* School Board shall ~~establish its own~~ *{establishes}* rules of order and shall *{may}* adopt bylaws, policies and regulations.

In the absence of any specific bylaw of the Lynchburg City School Board Robert's Rules of Order (Revised) shall be considered the authority on parliamentary law.

Adopted by School Board: June 4, 2013

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

ADMINISTRATION IN POLICY ABSENCE

In cases where action must be taken by the school division and the School Board has provided no guidelines for administrative action, the Superintendent ~~shall have~~ *{has}* the power to act, but ~~his~~ *{the Superintendent's}* decisions ~~shall be~~ *{are}* subject to review by the School Board at its next regular meeting. It ~~shall be~~ *{is}* the duty of the Superintendent to inform the School Board promptly of such action and of the need for policy.

Adopted by School Board: June 4, 2013

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

ADMINISTRATION IN POLICY ABSENCE

In cases where action must be taken by the school division and the School Board has provided no guidelines for administrative action, the Superintendent ~~shall have~~ *{has}* the power to act, but ~~his~~ *{the Superintendent's}* decisions ~~shall be~~ *{are}* subject to review by the School Board at its next regular meeting. It ~~shall be~~ *{is}* the duty of the Superintendent to inform the School Board promptly of such action and of the need for policy.

Adopted: June 17, 2014

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

SCHOOL DIVISION ANNUAL REPORT

The School Board, with the assistance of the Superintendent, ~~shall make~~ *{makes}* a report on or before September 15 of each year covering the work of the schools for the year ending June 30, to the ~~State~~ Board of Education on forms supplied by the Superintendent of Public Instruction.

Adopted by School Board: June 4, 2013

Legal Ref.: Code of Virginia, 1950, as amended, § 22.1-81.

ACCESS TO EMPLOYEE SOCIAL MEDIA ACCOUNTS

The Lynchburg City School Board does not require current or prospective employees to disclose the username or password to the employee's personal social media accounts or to add an employee, supervisor or administrator to the list of contacts associated with the employee's personal social media account.

If the School Board or a School Board employee inadvertently receives an employee's username and password to, or other login information associated with, the employee's personal social media account through the use of an electronic device provided to the employee by the School Board or a program that monitors the School Board's network, the Board will not be liable for having the information but will not use the information to gain access to the employee's social media account.

This policy does not prohibit the School Board and its agents from viewing information about a current or prospective employee that is publicly available.

This policy does not prohibit the School Board from requesting an employee to disclose the employee's username and password for the purpose of accessing a personal social media account if the employee's social media account activity is reasonably believed to be relevant to a formal investigation or related proceeding by the Board of allegations of an employee's violation of federal, state or local laws or regulations or of the Board's written policies. If the Board exercises its rights under this paragraph, the employee's username and password will only be used for the purpose of the formal investigation or a related proceeding.

Adopted:

Legal Ref.: Code of Virginia, 1950, as amended, § 40.1-28.7:5.

Cross Ref.: GAB/IIBEA Acceptable Computer System Use

STUDENT-ATHLETE CONCUSSIONS DURING EXTRACURRICULAR ACTIVITIES

The Lynchburg City Schools desires the safe return to activity for all student-athletes participating in extracurricular physical activities following an injury, but particularly after a concussion. The goal of this policy is to ensure (i) that coaches, school staff, volunteers, student-athletes, and their parents or guardian are aware of the short-term and long term effects of concussions; (ii) that concussed student-athletes are identified, removed from play immediately, and referred appropriately; and (iii) that concussed student-athletes are returned to play only after receiving appropriate medical care, given adequate time to heal, and are symptom free.

Definitions

Concussion: a brain injury that is characterized by an onset of impairment of cognitive and/or physical functioning, and is caused by a blow to the head, face or neck, or a blow to the body that causes a sudden jarring of the head (i.e., a helmet to the head, being knocked to the ground). A concussion can occur with or without a loss of consciousness, and proper management is essential to the immediate safety and long-term future of the injured individual.

Licensed Health Care Provider: a physician, physician assistant, osteopath or athletic trainer licensed by the Virginia Board of Medicine; a neuropsychologist licensed by the Board of Psychology; or a nurse practitioner licensed by the Virginia State Board of Nursing.

{Return-to-Learn: instructional modifications that support a controlled, progressive increase in cognitive activities while the student recovers from a brain injury allowing the student-athlete to participate in classroom activities and learn without worsening symptoms and potentially delaying healing.}

Return to Play: to participate in a non-medically supervised practice, game, or athletic competition.

I. Lynchburg City Schools Concussion Management Team

- a. The Lynchburg City Schools Concussion Management Team (“CMT”) shall be appointed by the Superintendent and shall consist of a school administrator, an athletic administrator, a licensed health care provider, a coach, a parent or guardian of a student-athlete, a student athlete, and any such other person the Superintendent determines will assist the CMT in its actions.
- b. The CMT shall develop concussion training materials for school personnel, volunteers, student-athletes and parents of student-athletes. ***{Those materials may address the proper fitting and maintenance of helmets.}*** The CMT shall also develop concussion reporting, management and review protocols for the school division. The CMT shall maintain a record of all incidents where a student-athlete has been removed from a game, competition, or practice because he or she has been suspected of sustaining a concussion.

- c. The CMT shall meet at least once per semester and shall evaluate the division's training materials, concussion reporting, management, and review protocols annually.

II. Required Concussion Training for School Personnel and Volunteers:

- a. Every coach, assistant coach, school staff, adult volunteer, or other person serving in a coaching or advisory role over student-athletes during games, competitions, or practices shall receive training in the signs and symptoms of sports-related concussions, strategies to reduce the risk of concussions, how to seek proper medical treatment for concussions, and the process by which a concussed student-athlete may safely return to practice or competition. Each school and the CMT shall maintain a written record of the names and dates of completion for all persons completing the school's concussion training.
- b. Each school shall ensure that no person is allowed to coach or advise a student-athlete in any practice, game, or competition who has not completed the school's concussion training within the previous twelve months.

III. Distribution of Training Materials for Student-Athletes and Parent/Guardian:

- a. Prior to participating in any extracurricular physical activity, each student-athlete and the student-athlete's parent or guardian shall review concussion training materials developed by the CMT and sign a statement acknowledging receipt of such information. The concussion training materials shall describe the short-and long-term health effects of concussions.
- b. The signed statements acknowledging the receipt of concussion training materials shall be valid for one calendar year and will satisfy the concussion training requirements for all of a student-athlete's extracurricular physical activities for a calendar year.

IV. Removal from Extracurricular Physical Activities

- a. A student-athlete suspected by a student-athlete's coach, athletic trainer, or team physician of sustaining a concussion or brain injury in a practice, game, or competition shall be removed from the activity immediately, evaluated and, if necessary, referred for further treatment. A student-athlete who has been removed from play, evaluated, and suspected to have sustained a concussion shall not return to play that same day.
- b. In determining whether a student-athlete removed from play is suspected of having sustained a concussion, an appropriate licensed health care provider or other properly trained individual, shall evaluate the student-athlete at the time of removal utilizing a standardized concussion sideline assessment instrument (e.g., Sideline Concussion Assessment Tool (SCAT-II, *SCAT III, ChildSCAT3*), the Standardized Assessment of Concussion (SAC), or the Balance Error Scoring System (BESS)).
- c. The determination of whether a student-athlete removed from play is suspected of having

sustained a concussion shall be the sole determination of the licensed health care provider or other properly trained individual conducting the concussion sideline assessment. Such determination is final and may not be overruled by another licensed health care provider or other properly trained individual, coach, assistant coach, school staff, or other person serving in a coaching or advisory role, the student-athlete or the parent or guardian of the student-athlete.

- d. The coach of a student-athlete may elect not to return the student-athlete to play, even if after the concussion sideline assessment it is determined that the student-athlete is no longer suspected of having sustained a concussion.

V. Return To Play Protocol

- a. No student-athlete shall be allowed to return to extracurricular physical activities, which includes the student-athlete's practices, games or competitions, until the student presents a written medical release from the student-athlete's licensed health care provider. The written medical release shall certify that (i) the provider is aware of the current medical guidance on concussion evaluation and management; (ii) the student-athlete no longer exhibits signs, symptoms, or behaviors consistent with a concussion at rest or with exertion; and (iii) that the student-athlete has successfully completed a progressive return to sports participation program. The length of progressive return to sports participation program shall be determined by the student-athlete's licensed health care provider but shall last a minimum of five calendar days.
- b. The coach of a student-athlete may elect not to allow a student-athlete to return to extracurricular physical activities, even after the production of written medical release from the student-athlete's licensed health care provider, if the coach observes signs and symptoms of sports-related concussions. If the student-athlete's coach makes such a decision, the coach shall communicate the observations and concerns to the student-athlete's parent or guardian within one day of the decision not to allow such student-athlete to return to extracurricular physical activities.

VI. Return to Learn Protocol

- a. School personnel shall be alert to cognitive and academic issues that may be experienced by a student-athlete who has suffered a concussion or other head injury, including (i) difficulty with concentration, organization, and long-term and short-term memory; (ii) sensitivity to bright lights and sounds; and (iii) short-term problems with speech and language, reasoning, planning, and problem solving.
- b. School personnel shall accommodate the gradual return to full participation in academic activities by a student-athlete who has suffered a concussion or other head injury as appropriate, based on the recommendation of the student-athlete's licensed health care provider as to the appropriate amount of time that such student-athlete needs to be away from the classroom. *{Additional guidelines can be found in regulation JJAC-R Return to Learn Protocol}*

VII. Helmet Replacement and Reconditioning

- a. All helmets used in school physical activities must conform to the National Operations Committee on Standards for Athletic Equipment (NOCSAE) and certified as conforming by the manufacturer at the time of purchase.
- b. Reconditioned helmets that have been purchased must be recertified as conforming to the NOCSAE by the reconditioner.

{VIII. Athletic Activities Conducted by Non-School Organizations on School Property

The school division may provide this policy and the Board of Education’s Guidelines for Policies on Concussions in Student-Athletes to organizations sponsoring athletic activity for student-athletes on school property. The school division does not enforce compliance with the policy or Guidelines by such organizations.

Adopted: August 5, 2014

Legal Refs.: Code of Virginia, 1950, as amended, ~~§§~~ 22.1-271.5, **22.1-271.6**.

Acts 2014, c. 349.

Virginia Board of Education Guidelines for Policies on Concussions in Student-Athletes (Adopted ~~Jan. 13, 2014~~ **January 22, 2015**).

***{Cross Refs.: KG Community Use of School Facilities
 KGB Public Conduct on School Property}***

RETURN TO LEARN PROTOCOL

1. A student recovering from a brain injury shall gradually increase cognitive activities progressing through some or all of the following phases. Some students may need total rest with a gradual return to school, while others will be able to continue doing academic work with minimal instructional modifications. The decision to progress from one phase to another should reflect the absence of any relevant signs or symptoms, and should be based on the recommendation of the student's appropriate licensed health care provider in collaboration with school staff, including teachers, school counselors, school administrators, psychologists, nurses, clinic aides, or others as determined by local school division concussion policy.

a. Home: Rest

Phase 1: Cognitive and physical rest may include

- minimal cognitive activities – limit reading, computer use, texting, television, and/or video games;
- no homework;
- no driving; and
- minimal physical activity.

Phase 2: Light cognitive mental activity may include

- up to 30 minutes of sustained cognitive exertion;
- no prolonged concentration;
- no driving; and
- limited physical activity.

Student will progress to part-time school attendance when able to tolerate a minimum of 30 minutes of sustained cognitive exertion without exacerbation of symptoms or reemergence of previously resolved symptoms.

b. School: Part-time

Phase 3: Maximum instructional modifications including, but not limited to

- shortened days with built-in breaks;
- modified environment (e.g., limiting time in hallway, identifying quiet and/or dark spaces);
- established learning priorities;
- exclusion from standardized and classroom testing;
- extra time, extra assistance, and/or modified assignments;
- rest and recovery once out of school; and
- elimination or reduction of homework.

Student will progress to the moderate instructional modification phase when able to tolerate part-time return with moderate instructional modifications without exacerbation of symptoms or reemergence of previously resolved symptoms.

Phase 4: Moderate instructional modifications including, but not limited to

- established priorities for learning;

- limited homework;
- alternative grading strategies;
- built-in breaks;
- modified and/or limited classroom testing, exclusion from standardized testing; and
- reduction of extra time, assistance, and/or modification of assignments as needed.

Student will progress to the minimal instructional modification phase when able to tolerate full-time school attendance without exacerbation of existing symptoms or reemergence of previously resolved symptoms.

c. School: Full-time

Phase 5: Minimal instructional modification - instructional strategies may include, but are not limited to:

- built-in breaks;
- limited formative and summative testing, exclusion from standardized testing;
- reduction of extra time, assistance, and modification of assignments; and
- continuation of instructional modification and supports in academically challenging subjects that require cognitive overexertion and stress.

Student will progress to nonmodified school participation when able to handle sustained cognitive exertion without exacerbation of symptoms or re-emergence of previously resolved symptoms.

Phase 6: Attends all classes; maintains full academic load/homework; requires no instructional modifications.

2. Progression through the above phases shall be governed by the presence or resolution of symptoms resulting from a concussion experienced by the student including, but are not limited to
 - a. difficulty with attention, concentration, organization, long-term and short-term memory, reasoning, planning, and problem solving;
 - b. fatigue, drowsiness, difficulties handling a stimulating school environment (e.g., sensitivity to light and sound);
 - c. inappropriate or impulsive behavior during class, greater irritability, less able to cope with stress, more emotional than usual; and
 - d. physical symptoms (e.g., headache, nausea, dizziness).

3. Progression through gradually increasing cognitive demands should adhere to the following guidelines:
 - a. increase the amount of time in school;
 - b. increase the nature and amount of work, the length of time spent on the work, or the type or difficulty of work (change only one of these variables at a time);
 - c. if symptoms do not worsen, demands may continue to be gradually increased;
 - d. if symptoms do worsen, the activity should be discontinued for at least 20 minutes and the student allowed to rest

- 1) if the symptoms are relieved with rest, the student may reattempt the activity at or below the level that produced symptoms; and
 - 2) if the symptoms are not relieved with rest, the student should discontinue the current activity for the day and reattempt when symptoms have lessened or resolved (such as the next day).
4. If symptoms persist or fail to improve over time, additional in-school support may be required with consideration for further evaluation. If the student is three to four weeks post injury without significant evidence of improvement, a 504 plan should be considered.
5. A student-athlete shall progress to a stage where he or she no longer requires instructional modifications or other support before being cleared to return to full athletic participation (return-to-play).

The American Academy of Pediatrics (AAP) Return to Learn Following a Concussion Guidelines (October 2013), and the American Medical Society for Sports Medicine (AMSSM) Position Statement (2013), are available online to assist health care providers, student-athletes, their families, and school divisions, as needed.

Agenda Report

Date: 08/18/15

Agenda Number: G-1

Attachments: Yes

From: Scott S. Brabrand, Superintendent
Ben W. Copeland, Assistant Superintendent of Operations and Administration

Subject: Administrative Regulation IICB-R/IICC-R Guidelines for Community Resource Persons/School Volunteers

Summary/Description:

Administrative Regulation IICB-R/IICC-R Guidelines for Community Resource Persons/School Volunteers provides clear parameters for volunteering in Lynchburg City Schools. This administrative regulation appears as an attachment to the agenda report and is being presented to the school board for discussion.

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

Recommendation:

The superintendent recommends that the school board approve Administrative Regulation IICB-R/IICC-R Guidelines for Community Resource Persons/School Volunteers.

GUIDELINES FOR COMMUNITY RESOURCE PERSONS/SCHOOL VOLUNTEERS

All volunteer programs will operate under the management and supervision of the building principal. A School Volunteer Coordinator (SVC) will be appointed from school administrative staff by the principal to facilitate the volunteer programs.

All volunteers, except coaches, must complete the Application for Volunteer Service. The application is available online at [http _____](http://_____). A volunteer applicant will not be allowed to volunteer until the background check is complete and they have been approved in the Raptor system. If information received from the background check of a volunteer results in a discovery that an applicant is not suitable to serve as a volunteer in Lynchburg City Schools, a letter will be sent from the Superintendent's office notifying the building principal and the potential volunteer. All volunteers serve at the discretion of the Superintendent. Anyone convicted of a felony offense will be disqualified from volunteer activity. Anyone convicted of a misdemeanor may be disqualified depending upon the nature of the offense and/or volunteer activity.

Volunteer assistant athletic coaches, and coaches paid by third party organizations, must be screened according to the procedures for all Lynchburg City Schools employees.

Each school must conduct an orientation appropriate to the activity for its volunteers in which the Volunteer Guidelines, the Code of Student Conduct, and policy GAB and regulation GAB-R Acceptable Computer System Use are reviewed in depth. Chaperones should receive an orientation before the event or trip. School Volunteer Coordinators should emphasize that these guidelines are being provided for reasons of safety, protection, and uniformity. Among other things, volunteers should understand that it is the supervising teacher who will take necessary disciplinary action against a student, and not the volunteer.

Definitions

Traditional Volunteer: any individual or group of individuals, who, of their own free will, contribute goods or services to any Lynchburg City schools without pay or regard for their own personal gain.

Regular Service Volunteer: persons working on a regular basis at scheduled times and at regularly scheduled tasks.

Occasional Service Volunteer: individuals or groups of residents who provide a one time or occasional task.

School Volunteer Coordinator (SVC): a staff member from a LCS school with the responsibility, among other things, of coordinating volunteer services for a school. This responsibility may not be delegated to a non-employee or a teacher.

Volunteer Guidelines

The following responsibilities and expectations will apply to all Lynchburg City School volunteers:

1. The volunteer will operate only under the direct supervision of the principal or his/her designee.
2. The volunteer must be willing to accept direction and supervision from school staff.
3. The volunteer may provide assistance to students as directed by the appropriate school supervisor but may not do the work for the students.
4. The volunteer must treat students with fairness, honesty, patience, and kindness.
5. The volunteer must set a good example by being courteous and respectful of students and staff.
6. The volunteer must be knowledgeable of classroom rules and practices and emergency procedures. He or she must be familiar with the Volunteer Guidelines and the Code of Student Conduct.
7. The volunteer will report discipline issues to the appropriate staff member immediately.
8. The volunteer will respect the privacy of students and school staff and will not divulge confidential information.
9. Volunteers may not bring any children with them when volunteering.
10. The volunteer agrees to follow the School Board's policy GAB & regulation GAB-R Acceptable Computer System Use.

Agenda Report

Date: 08/18/15

Agenda Number: H-1

Attachments: Yes

From: Scott S. Brabrand, Superintendent
Ben W. Copeland, Assistant Superintendent of Operations and Administration

Subject: School Resource Officers Memorandum of Understanding

Summary/Description:

The Lynchburg Police Department and Lynchburg City Schools have collaborated to develop a Memorandum of Understanding to establish an agreement between the two entities by providing School Resource Officers at each of the LCS middle and high schools to promote the safety and welfare of students.

Disposition: Action
 Information
 Action at Meeting on:

Recommendation:

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

**MEMORANDUM OF UNDERSTANDING BETWEEN THE LYNCHBURG
CITY SCHOOLS AND THE CITY OF LYNCHBURG POLICE
DEPARTMENT**

SCHOOL RESOURCE OFFICER POSITION

I. PURPOSE

The purpose of this Memorandum of Understanding is to establish an agreement between the Lynchburg City Schools (LCS) and the Lynchburg Police Department (LPD) to promote the safety and welfare of LCS students, by providing law enforcement officers to serve as School Resource Officers (SROs) in each of the LCS' two high schools and three middle schools, to build a positive relationship between LCS students and law enforcement and to enforce state and local statutes on school grounds, consistent with the requirements of Virginia Code Sections 9.1-101 and 9.1-110.

In partnership, LCS will carry out the School Board Code of Conduct, while the SROs will carry out the Code of Virginia. Each will differentiate between disciplinary issues and crime problems and respond appropriately. The parties agree that, whenever possible, a prevention before intervention before enforcement approach will be taken when addressing student behavioral concerns.

II. GENERAL PROCEDURES

- A. **Assignment, reassignment, removal and absence.** SROs will be assigned, on a full-time basis, to all LCS high schools and middle schools during the school year and for all additional days and all hours in which school is in session. The assignment of SROs will be made through a collaborative process involving LPD and LCS administrations, although the LPD will have the final say on the assignment of each SRO.

While the LPD is committed to the full-time assignment of SROs to all LCS high schools and middle schools, unusual circumstances, conditions, or incidents may require the reassignment of those officers to other duties for brief or extended periods of time. Should such reassignment be required, the LPD shall notify the Principal(s) of the affected school(s), along with the Assistant Superintendent for Operations and Administration.

The LPD reserves the right to remove or reassign any SRO, as long as the LPD provides the LCS with prior notification. The LCS reserves the right to request the removal or reassignment of any SRO for any reasonable cause LCS provides in writing to the LPD, and after other attempts to correct any alleged problem have been explored. The LPD shall consider the Division's input when determining the removal or reassignment of any SRO, but the LPD reserves the final decision-making authority for any such removal or reassignment.

On occasion, SROs may be required to be away from their assigned school for training

and other police-related duties. When such absences will extend a full day or longer, the SRO supervisor (designated as the Crime Prevention Unit Supervisor) will provide the school principal with as much advance notice as possible.

B. Salary. The LCS agrees to pay the annual salary and benefits for the two high school SROs, and \$50,000.00 per year, for the three middle school SROs. Payment to the City of Lynchburg by the LCS will be on a quarterly basis, or as otherwise agreed to by the City of Lynchburg Finance Department and the LCS. If an officer is reassigned for any period longer than one day from required duties at an LCS high school, no charge for salary and benefits will be made to the LCS for the time period the officer is reassigned. The LCS is bound to make such payments only to the extent that it receives sufficient appropriations for this purpose and to satisfy its obligations hereunder.

C. Supervision and Performance Evaluations, Employment Relationship and Training. The LPD shall provide for the employment, equipment, supervision, and evaluation of SROs. Performance levels of SROs will be evaluated by a variety of sources including School Administration officials, who will provide a supplemental evaluation form. However, the primary performance evaluation and related performance records will be conducted and maintained by the LPD and the City of Lynchburg.

SROs remain employees of the LPD while operating under this MOU, and are not deemed employees or agents of the Lynchburg City School Board (the School Board). SROs shall be supervised, evaluated, and serve the LCS under the direction of the Chief of Police for the City of Lynchburg and the Department's chain-of-command established by LPD policy. SROs operating under this MOU will at no time have their employee rights abridged as a result of serving as SROs, and will remain governed by the policies and procedures established by the LPD and the City of Lynchburg.

The LPD shall provide any training required of SROs by applicable Virginia law. The LPD will also offer SROs additional training opportunities, if available, that will increase their effectiveness under this MOU. Such training may include child and adolescent development and psychology; age-appropriate responses; cultural competence; restorative justice techniques; the needs of and accommodations for students with disabilities; and practices proven to improve school climate.

D. Liability and Insurance. In the event any claims or lawsuits are filed against any party to this MOU or against the individual employees of any party to this MOU for acts performed pursuant to this MOU, each party will be responsible for providing legal representation for itself and its employees. Each party to this MOU hereby waives all claims against the other parties for compensation and for any loss, damages, injury or death occurring as a consequence of the performance of this MOU.

The City of Lynchburg shall maintain all appropriate liability insurance coverage for the SROs, including Workers' Compensation. The City of Lynchburg is self-insured and any claims or law-suits filed against the City or its employees for acts performed pursuant to this Agreement shall be covered under the City's self-insurance program.

III. COMMUNICATIONS

Good communications and a collaborative relationship between the SRO and the school principal and his/her staff at the school to which the SRO is assigned, as well as between LCS administration and the Crime Prevention Unit Supervisor and LPD administration are critical to the development of a cooperative, proactive, problem- solving relationship, and to the development of the SRO's understanding of the culture of the school to which he/she is assigned.

To promote and foster the development of good communications and a collaborative relationship, the following meetings will take place:

SROs and their school principals will meet weekly, preferably at a pre-set time, for the purpose of exchanging information regarding any criminal activity/investigation, problem areas, persons or groups, or school and/or the community, as well as other areas of interest or concern. A record of these weekly dates will be kept and submitted to the Chief of Police and the Division Superintendent on a quarterly basis.

The Crime Prevention Unit Supervisor will meet weekly with each SRO to ensure that open lines of communication are in place between the SROs and the school division, and to keep abreast of ongoing SRO activities and programs.

The Crime Prevention Unit Supervisor will meet with each school principal, as necessary, to review ongoing SRO activities and programs and to address any issues of concern.

The Crime Prevention Unit Supervisor will meet at least once each school year with the Division Superintendent (or his designee) and the principals of schools to which SROs are assigned. The purpose of this meeting will be to evaluate the SRO program, the performance of assigned officers, and to address any areas of concern.

The Chief of Police and the Division Superintendent shall meet at least once, annually, to ensure that the purposes of this MOU are being achieved and to discuss its continuing implementation.

IV. SCHOOL DIVISION/BUILDING RESPONSIBILITIES

- A. **Work Area.** Each LCS school will provide a work area for the SRO that is equipped with a telephone and a computer. The work area should allow for private and confidential meetings between the SRO, LCS staff, parents, and students.
- B. **Training.** The school division shall provide in-service training to the SROs to support their ability to accomplish their respective duties and responsibilities under this MOU. Such training will include a review of the MOU and the School Board's student discipline policies, and the SROs' role and responsibilities under the MOU and those policies, and as well as the Division's responsibilities under the Family Educational

Rights and Privacy Act (FERPA), 20 U.S.C. §1232g, and how the FERPA affects the SROs' operations under the MOU.

- C. **Effort to Minimize Law Enforcement Interventions.** LCS administrators and employees shall make every effort to handle routine student discipline (violations of the code of student conduct) within the school without involving the SRO in a law enforcement capacity, unless necessary for the safe operation of the school or as required by law.
- D. **LPD Investigations.** LCS will cooperate with LPD-initiated investigations and activities without hindering or interfering with the LPD's or the SRO's official duties.
- E. **Feedback regarding SRO program.** LCS shall provide feedback to the LPD for the evaluation and improvement of the SRO program.
- F. **Duty to Report.** LCS administrators shall report violations of law as required by applicable Virginia law.

V. SCHOOL PRINCIPAL RESPONSIBILITIES

The principal of each school shall ensure that a weekly meeting with the SRO is conducted, in order to maintain open lines of communication. The principal will not delegate this meeting to other administrative staff on a regular basis.

Unless mandated to report student misconduct under Virginia law, the principal may use his/her discretion in notifying the SRO if he/she believes that an incident of alleged student misconduct is a violation of law, and the SRO will determine whether law enforcement actions are appropriate, as set forth below. If an immediate police response is necessary (i.e. recovered drugs, weapons or other evidence or immediate police assistance is needed) and the SRO is not available, the principal will request police service by calling 911. If an immediate police response is not necessary, the principal may hold the information until that school's assigned SRO returns.

VI. SCHOOL RESOURCE OFFICER RESPONSIBILITIES

- A. **Overview of Responsibilities.** The primary mission of SROs under this MOU is to promote a safe school environment that is conducive to learning. The SROs will strive to act as a positive role model for LCS students and provide a positive impression of police in a non-confrontational setting, while serving as a visible deterrent to crime. SROs shall differentiate between school disciplinary issues and criminal activity and respond accordingly as set forth herein; assist school administration in de-escalating school-based incidents; and be familiar with and support the school administration's implementation of a discipline policy that emphasizes restorative approaches to address behaviors.

Role in Student Disciplinary Matters. SROs will become and remain familiar with the School Board Policy relating to students, particularly the Student Code of Conduct.

SROs should not handle a student's possible violation of School Board Policy as a violation of law, but instead refer the student to the principal for action. If the SRO has any question related to the enforcement of School Board Policy versus laws within the schools, he/she should discuss it with the principal. At no time should the SRO recommend or make decisions about student discipline or otherwise involve himself/herself directly or indirectly in disciplining a student. The SROs will also not discuss matters of student discipline with parents/guardians; all such questions will be referred to a school administrator.

When requested to intervene by school personnel in a matter involving student alleged misconduct, the SRO may decline to intervene, if the SRO determines that the situation does not present a significant risk of harm or safety concern, and is more appropriately handled by school administration.

- B. **Administrative Hearings.** SROs shall not attend student discipline, suspension and/or expulsion hearings, unless requested to do so by the principal or his/her designee in order to maintain safety and order, or because the SRO was a witness to the conduct giving rise to the proposed discipline. If requested by the principal, SROs will be prepared to provide testimony on any actions they took and/or conduct he/she personally witnessed. SROs shall also make available any physical evidence related to the hearing. SROs shall make information contained within official documents, police reports, or other incident-related records held by the Lynchburg Police Department available to the school or expulsion hearing officer, within the scope permitted by applicable Virginia law.
- C. **Response to Student Violations of Law.** It is the intention of the LPD and LCS to minimize the use of law enforcement interventions where possible, to situations in which a violation of law has occurred or the safety of the school is at risk. If an SRO observes a student violating the law or is notified by a principal regarding an incident of alleged student misconduct that the principal suspects is a violation of law, the SRO shall use his/her discretion in determining whether law enforcement actions are appropriate. In making this determination, the SRO will consider such factors as the age of the student in question, the circumstances surrounding the alleged misconduct, whether the misconduct would be more appropriately handled through the LCS disciplinary process or the criminal justice system, and the SRO's primary mission under the MOU.
- D. **Teaching.** SROs will, upon request by the applicable principal, become involved in the school's curriculum, by providing instruction to LCS students that will enhance their understanding of local and state law, law enforcement procedures, and the police philosophy and mission. SROs will, whenever possible, include the Virginia Rules curriculum as part of their instruction.
- E. **Training and Crime Prevention Assistance.** SROs shall be responsible for assisting in providing training for the school division administration and the school building administration and staff in law enforcement and related areas. SROs will disseminate crime trend information, crime prevention information, and city and state code update information as a means to assist the school staff in effectively providing a safe school

environment.

- F. **Visibility.** SROs should be visible in and around the school, particularly during the beginning and end of the day and during lunch periods, whenever possible. The SROs shall wear class "B" uniforms (standard police uniform) while on duty in the schools, unless otherwise authorized.
- G. **Traffic Control.** If requested to do so by LCS administration, SROs will assist with traffic control for the safe and efficient afternoon dismissal of school buses.
- H. **Responsibility for Calls for Law Enforcement Services.** The SROs assume primary responsibility in handling all calls to law enforcement for service from the school and coordinating the response of other police resources to the school with school principals.
- I. **School Safety Audit and Crisis Management Plan.** The SROs will assist in the completion of the annual School Safety Audit and Crisis Management Plan. Plans will also be reviewed by appropriate Lynchburg Police Department command staff members.
- J. **Assistance with Governmental Reviews and Investigations.** If requested by LCS administration, SROs will assist the division in its response to any review or investigation conducted by any governmental agency or entity, including, but not limited to, any inquiry made by the Office of Civil Rights, the Virginia Department of Education, and/or the United States Department of Education, if such review or investigation is in any way related to the services provided by SROs under this MOU.

VII. SRO's AUTHORITY REGARDING INVESTIGATION AND QUESTIONING

In order to promote a safe school environment, SROs have the authority to stop, question, interview, and take police action involving students (and other persons present on school property) without the prior authorization of their principal, when necessary and where consistent with applicable constitutional law. However, any investigation/questioning of students or faculty/staff should be limited to situations where the investigation is related to school activities. Investigations and questioning of students for offenses not related to the operation of or occurring at the school may only occur in limited situations, where delay might result in danger to any person, flight from the jurisdiction by a person suspected of a crime, destruction of evidence, or based on the seriousness of the crime.

Such investigation/questioning of students or faculty/staff during school hours or at school events should be done in conjunction with the principal or an administrative team member. The SROs will also take steps to ensure minimal intrusion into the educational experience of the students being questioned in the school setting. In addition, and consistent with School Board policy, reasonable efforts shall be made to notify the parents or guardians of the student(s) being interviewed by telephone or in person before any such interview occurs. Notwithstanding this provision, the Parties understand that law enforcement officers may take legal actions that they deem necessary in accordance with City, State and Federal law, as well as LPD policies and procedures.

VIII. CRIMINAL ENFORCEMENT PROCEDURES AND ARRESTS

- A. **Interventions when Risk of Harm Exists.** SROs do not have the primary responsibility of removing students from classrooms; the removal of students is the responsibility of the teacher. However, if the SRO determines a student poses a threat to themselves and/or others, the SRO, in his/her discretion, may take appropriate actions as necessary to perform their lawful duties and ensure the safety of students, staff and themselves, including, but not limited to, removing a student from the classroom. SROs may accompany school administrators to classes, if requested by the administrators, when the probability for violence exists.
- B. **Alternatives to Prosecution.** While prosecution of an LCS student may be the necessary consequence of the activities outlined in this MOU, counseling, deferment and/or school administration action may be used as an alternative to prosecution in those instances in which such approaches appear to be the best solution and are permissible under applicable law, as determined by the principal and/or SRO acting in their respective capacities.
- C. **Support of Administrative Process.** While any criminal investigation or arrest that occurs on school property will take precedence, to the extent possible, the SRO will cooperate and assist with the Division's efforts to address the accompanying school policy violation and investigation or other action to be taken by school officials.
- D. **Procedures for and Limitations on Criminal Enforcement.** The following procedures will be adhered to when criminal enforcement action in the school becomes necessary:
1. The SRO will notify the principal as soon as practical of any significant criminal enforcement action (to include arrest) in the school or related to the school. Any such notification shall be made within a reasonable time, not to exceed any mandates established by applicable law.
 2. Students under 13 years of age will not be arrested during school operation unless the arrest situation is related to illegal possession or use of weapons, illegal drug use or distribution, or threat of harm to any person.
 3. Warrant-based arrest of a student or staff member of the school during school operation will be effected only in situations in which the nature of the warrant charge indicates that failing to remove the suspect from the school environment poses a threat of harm to any person. Such warrant service situations will include charges involving physical assault, sex offenses, illegal possession or use of weapons, illegal drug use or distribution, and Child in Need of Services (CHINS) petitions. In these cases, warrant service will be discussed and coordinated, in advance of service, with the Division

Superintendent or his designee.

4. SROs will not serve students with court papers on non-school related matters during school operation without the permission of the Division Superintendent.
5. Nothing in this Memorandum of Understanding is intended to prevent or delay the following law enforcement functions: a) service of civil Emergency Custody Orders or Temporary Mental Health Detention Orders; b) response to persons experiencing mental health or physical health crises; c) response to public safety emergency situations.

IX. SEARCHES

School officials may conduct searches of students' persons and their property (under school jurisdiction) when reasonable suspicion exists that the search will reveal evidence that the student has violated or is violating either the law or school policy.

The SROs shall not become involved in school searches conducted by school officials, unless specifically requested by the school official to provide security and/or protection, or for handling contraband, and as permitted by applicable law. These searches must be done at the direction and control of the school official. At no time shall an SRO request that a school search be conducted for criminal investigation purposes or have the school official act as his/her agent. This shall not preclude the SROs from providing school officials with information they have received regarding students or staff of the school.

Any search by an SRO shall be based upon the principles established in the Fourth Amendment to the US Constitution and all applicable case law.

X. RELEASE OF STUDENT INFORMATION

- A. **Directory Information.** The release of Student Education Records is governed by the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. §1232g.

The written consent of parents is generally required for the release of any student's personally identifiable record. However, the School Board has established the following items of student information as "Directory Information" which may be made available, without parental consent, provided parents have not notified the school in writing that they do not wish such information released. Unless the parent has opted out, the principal may, in his/her discretion, share some or all of the following information with the SRO:

1. Student's name
2. Names of student's parents or guardians
3. Address
4. Telephone listing
5. Electronic mail address

6. Photograph
7. Date and place of birth
8. Major field of study
9. Dates of attendance
10. Grade level
11. Participation in officially recognized activities and sports
12. Weight and height of members of athletic teams
13. Degrees, honors, and awards received
14. The most recent educational agency or institution attended
15. Classroom assignments and teachers

B. Special Needs. Where appropriate and legally permissible, LCS shall notify SROs of any student involved in a school-based infraction who has a disability and/or an Individualized Education Plan (IEP), if the student may require special treatment or accommodations.

C. Health or Safety Emergency. LCS may release information from Student Education Records to police officials, including SROs, without permission or consent in connection with an emergency, if the knowledge of such information is necessary to protect the health or safety of a student or other persons and there is an articulable and significant threat to the health or safety of a student or other individuals, considering the totality of the circumstances.

SROs seeking access to records under the health and safety emergency exception, should contact the student's principal and present sufficient information for the principal to make a determination that a health and safety emergency exists under the requirements of FERPA. If student information is disclosed under this exception, the principal must document in the student's file a description of the articulable and significant threat that formed the basis for the disclosure and the parties to whom the information was disclosed.

XI.RELEASE OF INFORMATION BY SROS

In order to maintain a safe school environment, SROs will share information with the school principal regarding students' involvement in criminal activity in and around the school. This shall be limited to information which directly relates and contributes to the safety of the school environment.

SROs shall make official documents, police reports, or other records held by the Lynchburg Police Department available to the school or its staff, within the scope permitted by applicable Virginia law.

The Chief of Police, or his designee, shall comply with the reporting requirements of Virginia Code §22.1-279.3:1(B) and report to the principal, or his designee, and the Division superintendent, all offenses committed by students specified in §22.1-279.3:1.

XII.PARTNERSHIP ARRANGEMENT

This MOU is a partnership between education and law enforcement, which supports a collaborative, pro-active approach to providing a safe school environment for the Lynchburg community, and represents the mutually agreed goals and objectives of the LCS and the LPD for the School Resource Officer program.

This MOU Agreement shall not be construed to create or substantiate any right or claim on the part of any person or entity that is not a party hereto.

This MOU will remain in force until such time as either party withdraws from the agreement by delivering written notice of such rescission to the other party. This MOU shall be reviewed periodically and may be modified upon the written concurrence of both parties.

Chief Parks H. Snead, III
Lynchburg Police Department

Date

Dr. Scott S. Brabrand
Superintendent of Lynchburg
City Schools

Date

Agenda Report

Date: 08/18/15

Agenda Number: F-1

Attachments: No

From: Scott Brabrand, Superintendent
John C. McClain, Assistant Superintendent for Student Learning and Success

Subject: Federal Annual Measurable Objectives

Summary/Description:

Each year since 1998, the school division has administered Standards of Learning (SOL) tests in grades three through eight as well as 12 high school end-of-course tests. On August 11, 2015, the Virginia Department of Education released official Federal Annual Measurable Objectives (FAMO) results based on Standards of Learning tests taken during the 2014-15 school year. During this presentation, the school administration will share these results and the status of each school.

Disposition: Action
 Information
 Action at Meeting on:

Recommendation:

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

Agenda Report

Date: 08/18/15

Agenda Number: F-3

Attachments: No

From: Scott S. Brabrand, Superintendent

Subject: School Board Retreat

Summary/Description:

The Lynchburg City School Board will conduct its annual retreat in October 2015. The topics identified for discussion are as follows:

- Paperless Meetings
- Equity: From Rhetoric to Rigor to Results (Narrowing the Achievement Gap)
- Principals' Pay Scales
- Greater Awareness of LCS is Needed in the Community
- Failure to Meet Graduation Requirements
- Office of Civil Rights Update
- AP Test Scores
- Data for Economically Disadvantaged Students
- School Board Self-Evaluation
- Reduction of Transportation Costs: Update
- School Safety
- What or How to Address the Inequity in the Two High Schools
- SOL Test Results
- Teacher and Personnel Retention
- Grants Update

The school administration will provide information about how these topics will be presented to the school board during this presentation.

Disposition: Action
 Information
 Action at Meeting on:

Recommendation:

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

Agenda Report

Date: 08/18/15

Agenda Number: H-4

Attachments: No

From: Scott S. Brabrand, Superintendent
Ben W. Copeland, Assistant Superintendent of Operations and Administration

Subject: Crisis Plans: 2015-16

Summary/Description:

Pursuant to the Code of Virginia §22.1-279.8, each school board shall ensure that every school develops a written school crisis, emergency management, and medical emergency response plan. The school must also review the plans on an annual basis.

The school division works collaboratively with the Lynchburg Police Department to develop those plans, and a copy of the plans will be forwarded to each school board member for review. The plans will be presented to the school board for consideration at the September 1, 2015, school board meeting.

Disposition: Action
 Information
 Action at Meeting on: 09/01/15

Recommendation:

The superintendent recommends that the school board receive this agenda report as an informational item and consider action at the September 1, 2015, school board meeting.

Agenda Report

Date: 08/18/15

Agenda Number: H-5

Attachments: Yes

From: Scott S. Brabrand, Superintendent
Ben W. Copeland, Assistant Superintendent of Operations and Administration

Subject: Capital Improvement Plan: Summer Projects Update

Summary/Description:

During this presentation, the school administration will provide the school board with an update on projects that have been occurring this summer.

Disposition: Action
 Information
 Action at Meeting on:

Recommendation:

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

LCS - 2014 / 2015 CIP PROJECT UPDATE

8/7/2015

Project	Architect	Contractor	Description	Date to Advertise	Pre Bid Date	Bid date	Award	Const. Time	Remarks
Elementary Schools, Gym & Admin Lighting Upgrades	Master's Engineers	Tune & Toler / Sylvania	Replace old T12 fluorescent lighting	8/22/2014	9/9/2014	9/30/2014	10/22/2014	12/15/14-8/7/15	Tune & Toler complete Sylvania 95% complete
EC Glass Auditorium & Stage Upgrades	TSG Consulting and Master's Engineers	Janson / Moore's Elec.	Lighting, sound, safety and rigging upgrades	12/19/2014	1/27/2015	2/12/2015	3/6/2015	June 8 - Aug 7, 2015	90% complete
Admin Bldg. Elevator	Architectural Partners	Custom Structures	Replace Elevator	10/31/2014	11/11/2014	12/2/2014	12/19/2014	Jan - June 2015	95% complete
Dunbar MS Tennis Courts	Perkins & Orison	Adams Paving	Relocate and resurface tennis courts	1/8/2015	1/28/2015	2/10/2015	2/26/2015	June 1 - Aug 31, 2015	60% complete
E C Glass Roof Replacement Ph II	Dominion Seven	AAR of NC	Replace existing roof w/ new TPO roof	1/9/2015	1/21/2015	2/10/2015	2/24/2015	June 8 - Aug 7, 2015	90% complete
Bus Lot Electrical Upgrades	Master's Engineers	Unlimited Elec.	Upgrade power for Bus engine block heaters	12/19/2014	1/6/2015	1/29/2015	2/20/2015	June 8 - July 10, 2015	95% complete
E C Glass Turf	D/B	Shaw	Replace turf	1/8/2015	1/15/2015	2/5/2015	3/6/2015	June 8 - July 24, 2015	Complete
Sandusky M. S. Security Vest.	Dominion Seven	Robertson	Add new door to Office	11/25/2014	12/9/2014	1/7/2015	1/9/2015	June 8 - Aug 7, 2015	Complete
Heritage High School	Moseley	Barton Malow	New High School	Comp.	Comp.	Comp.	Comp.	April 2014 - May 2017	Phase I - 100%, Phase II - 58%
Dunbar Central Roof Replacement	Dominion Seven	W A Lynch	Replace existing roof w/ new TPO roof	3/6/2015	3/31/2015	4/14/2015	4/30/2015	June 8 - Sept 11, 2015	70% complete
E C Glass Roof Replacement Ph III	Dominion Seven	AAR of NC	Replace existing roof w/ new TPO roof	3/20/2015	4/15/2015	4/30/2015	5/15/2015	July 27 - Oct 2, 2015	Not started

Agenda Report Attachment

Item: H-5

**Lynchburg City Schools
FY2014-2015 Budget Reallocation Requests II**

8/13/2015 15:44

School/Location	Item Description	Projected Cost	New, Repair or Replacement	Notes
PROJECTS				
Fac/Transportation	Construction of a painting booth	\$10,000	New	Complete by 9/30/15 (Materials 100% - Construction 50%)
Fac/Transportation	Replacement of doors at the facility	\$12,000	Replacement	Complete
Linkhorne Middle School	Replacement of carpet in the library	\$25,000	Replacement	Complete
T.C. Miller	Repairs to sidewalks around the school	\$9,000	Repairs	Complete
Fort Hill Community School	Repairs to sidewalks around the school	\$8,000	Repairs	Complete
E.C. Glass	Repairs to sidewalks	\$10,000	Repairs	Complete
Fort Hill Community School	Replacement of two exterior doors	\$5,000	Replacement	Complete
E.C. Glass	Repair Brick Mortar Joints	\$5,000	New	Complete
Heritage Elementary School	Purchase of a shed for P.E.	\$10,000	New	Complete
Dunbar Middle School	Upgrading of fire panel	\$3,000	Upgrade	Complete
Linkhorne Elementary School	Upgrading of fire panel	\$5,000	Upgrade	Complete
Heritage Elementary School	Replacement of carpet and vinyl flooring	\$9,000	Replacement	Complete
Dunbar Middle School	Upgrading of the restrooms	\$10,000	Upgrade	Complete
R.S. Payne/Perrymont	Upgrading of the restrooms	\$5,000	Upgrade	Complete
E.C. Glass	Installation of irrigation system on the softball field	\$15,000	New	Complete
OPERATING EXPENSES				
Fac/Transportation and HHS	Repairs to boilers	\$13,000	Repairs	Complete -Boiler Repairs at Facilities (\$5,000) and Heritage High School (\$8,000)
Bedford Hills Elementary School	Replacement of fire panel	\$10,000	Replacement	Complete - Main fire panel failed beyond repair
Dunbar Middle School	Roof Repairs	\$5,000	Repairs	Complete - Necessary to maintain the building
E.C. Glass	Repairs to chiller	\$15,000	Repairs	Complete - Necessary to provide cooling
Bass Elementary School	Replacement of control panel	\$10,000	Replacement	Complete - BAS control panel failed beyond repair
R.S. Payne	Repairs to fire sprinkler system	\$3,000	Repairs	Complete - Repair leaks on fire sprinkler system
Perrymont Elementary School	Replacement of intercom system	\$9,000	Replacement	Complete - System is failing and Replacement parts unavailable
Bedford Hills Elementary School	Upgrading of HW control vales	\$7,000	Upgrade	Complete