



Virginia College Partnership Laboratory School Application

Approved by the Virginia Board of Education

July 26, 2012

Updated August 31, 2022

School Name:	Southwest Virginia Healthcare Excellence Academy Lab School	
Date of Submission to Virginia Board of Education:	December 15, 2023	
Name of Authorized Official:	Dr. John W. Wells	Date:
Signature of Authorized Official:	Refer to PDF for Signature	12/15/2023

Instructions

All applicants for a college partnership laboratory school should read the College Partnership Laboratory School Application Process before completing the application. The process is available on the Virginia Department of Education’s website at the following link:

http://www.doe.virginia.gov/instruction/laboratory_schools/index.shtml.

Please complete the cover page and insert the name of the college partnership laboratory school into the footer before completing the application. Each gray section in the document must contain a response.

Completed applications and supporting documents must be submitted to labschools@doe.virginia.gov. The Department may return or reject applications that are incomplete.

Note: The Virginia Freedom of Information Act (FOIA), § 2.2-3700 et seq. of the Code of Virginia, guarantees citizens of the Commonwealth and representatives of the media access to public records held by public bodies, public officials, and public employees. Please be advised that documents submitted to the Virginia Department of Education are subject to FOIA and must be released in response to a FOIA request unless the records are exempt as specifically provided by law.

Part A: Applicant Information

School Information

School Name:	Southwest Virginia Healthcare Excellence Academy Lab School		
Does the applicant presently have access to a facility suitable for a school?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	
If the answer is yes to the question above, insert address and information regarding ownership of the facility:			
School Location (City/Town and Zip Code): Emory and Henry College – Health Sciences Campus 565 Radio Hill Road, Marion, VA 24345 (owned by Emory & Henry College)			
The Wayne C. Henderson School of Appalachian Arts Classroom 203 North Church Street, Marion, VA 24345 (owned by Wytheville Community College)			
Southwest Virginia Higher Education Center 1 Partnership Circle, Abingdon, VA 24210 (owned by the Commonwealth of Virginia)			
Is the applicant a public, nonsectarian, nonreligious school in the Commonwealth established by a public institution of higher education; public higher education center, institute, or authority; or an eligible institution, as defined in § 23.1-628 related to the Tuition Assistance Grant Program?	Yes		
Proposed Opening Date (Date should be at least twelve (12) months from the date of this application.):	(Wythe County & Smyth County Cohort) (Bristol & Washington County Cohort)		August, 2024 - both cohorts

Grades to be Served for the Full Term of the Contract (Please Check All That Apply)*			
Pre-K	<input type="checkbox"/>	Sixth Grade	<input type="checkbox"/>
Kindergarten	<input type="checkbox"/>	Seventh Grade	<input type="checkbox"/>
First Grade	<input type="checkbox"/>	Eighth Grade	<input type="checkbox"/>
Second Grade	<input type="checkbox"/>	Ninth Grade	<input type="checkbox"/>
Third Grade	<input type="checkbox"/>	Tenth Grade	<input checked="" type="checkbox"/>

Fourth Grade	<input type="checkbox"/>	Eleventh Grade	<input checked="" type="checkbox"/>
Fifth Grade	<input type="checkbox"/>	Twelfth Grade	<input checked="" type="checkbox"/>

*If the college partnership laboratory school intends to add or change grade levels at some point during the school’s operation, please provide this information in the education program section of the narrative.

If the college partnership laboratory school is going to have a specialized focus (e.g., Science, Technology, Engineering, Mathematics [STEM], at-risk students, special education, career and technical education, gifted education), please describe the focus:

The Southwest Virginia Healthcare Excellence Academy Lab School (SWVA-HEALS) is designed as a healthcare focused career academy for 10th-12th grade students from Smyth, Wythe, and Washington Counties, and the City of Bristol. The SWVA-HEALS curriculum will increase high school students’ awareness of, interest in, and academic preparation for pursuing the educational pathways that lead to healthcare careers.

The national healthcare workforce shortages have been well documented and are prevalent across all healthcare disciplines and settings; however, these workforce shortages are even greater in the rural Appalachian regions of Southwest Virginia. The SWVA-HEALS program is specifically designed to create a “pipeline” for preparing future healthcare professionals to address the workforce shortages in Southwest Virginia.

If the college partnership laboratory school is going to be in partnership with a local school division, please describe the partnership briefly.

The SWVA-HEALS program has been planned and developed through a collaborative partnership between Emory & Henry College; the public school divisions of Smyth County, Wythe County, Washington County, and the City of Bristol; Virginia Highlands Community College; Wytheville Community College; the A. Linwood Holton Governor’s School, and the Southwest Virginia Higher Education Center.

Each of the educational partners is fully committed to providing a high-quality, successful laboratory school pursuant to the aims and objectives of the Virginia College Partnership Laboratory School Grant. Representatives from the local school divisions and the community college partners worked closely with the Emory & Henry School of Health Sciences and School of Nursing to develop the admission criteria and procedures, as well as the curricular content and sequencing to ensure the public school degree requirements will be met, while also meeting postsecondary and career pathway requirements for healthcare professions (e.g., dual enrollment and science prerequisite courses).

The specific roles of each educational partner are defined in a formal memorandum of understanding (see **APPENDIX C**). All of the partners, including each of the school divisions, have representation on the SWVA-HEALS Governing Board (see **APPENDIX B**).

Contact Information

Name of Individual/Organization Submitting Application:		Emory & Henry College	
Name of Contact Person for Application:		Dante Lee	
Title/Affiliation with Individual/Organization Submitting Application:		Executive Director Healthcare Excellence Academy Lab School	
Office Telephone:	276-619-4385	Mobile Telephone: (276) 620-6137	(276) 620-6137
Fax Number:		E-mail Address:	dslee@ehc.edu

Prior Experience

- Has the applicant had any prior experience operating a college partnership laboratory school or similar school?

Please check one of the following: Yes No

- If the response to the question above is “yes,” please describe any prior experience with establishing and operating college partnership laboratory schools and/or similar schools. Please provide information such as the name of the school, the state where it is located, years of operation, and contact information. If the school is no longer operating, please provide the reason(s) for closure:

N/A

- Please describe the relevant experience of the members of the governing board:

The Governing Board includes representatives from each of the SWVA-HEALS partnering institutions. The relevant experience of each of the board members is provided below:

SWVA-HEALS Governing Board - Chair

Dr. Lou Fincher is the senior vice president of Emory and Henry College and founding Dean of the School of Health Sciences. Dr. Fincher serves as the chief academic officer for the E&H Health Sciences Campus in Marion, VA, while providing administrative oversight for the institution’s online and adult education initiatives and research compliance. She has overseen the development of four graduate health science programs

and the renovation of the former Smyth County Community Hospital to serve as the home for the School of Health Sciences and School of Nursing. Dr. Fincher has 40 years of teaching and healthcare experience and over 28 years of administrative and leadership experience. Dr. Fincher earned her B.S. in Education from Stephen F. Austin University, her M.S. Ed. from Indiana State University, and her Doctor of Education in Human Performance Studies from the University of Alabama.

SWVA-HEALS Governing Board - Vice Chair

Dr. Dennis Carter is the superintendent for the Smyth County Public Schools. Dr. Carter is a life-long educator in Smyth County. He began his career as a special education instructional assistant and has been promoted through the ranks to special education teacher, assistant principal, principal, director of curriculum of instruction, assistant superintendent, and has served as superintendent since 2017. He shares his expertise with others as an adjunct instructor of education for Virginia Tech, the University of Virginia, and Emory and Henry College. He holds a bachelor's degree in Interdisciplinary English from Emory and Henry College, a Special Education certificate from the University of Virginia, and a doctorate degree in Educational Leadership and Policy Studies from Virginia Tech, with a concentration in school improvement and turnaround.

SWVA-HEALS Governing Board - Voting Members

Dr. John W. Wells is a highly experienced and visionary leader in higher education. He is currently in his fifth year as president of Emory & Henry College. Under his leadership, Emory & Henry has achieved historic enrollment growth and dramatically enhanced its profile through new and enhanced programs and facilities that underscore the College's historic mission to serve its region while changing student lives. Dr. Wells' previous leadership positions span over 25 years and include two years as provost and dean of faculty at Emory & Henry, seven years as the executive vice president and chief academic officer at Mars Hill University in North Carolina, four years as provost and one year as interim president at Young Harris College in northeast Georgia, and twelve years at Carson-Newman University, where he served on the political science faculty, directed the university's honors program, and served as dean of the social science division. A native of Knoxville, Tennessee, Dr. Wells earned a Ph.D. in political science from the University of Tennessee. He also holds a master's degree in political science from UT and a bachelor's degree in history from Carson-Newman University.

Dr. Adam Hutchison is president of Virginia Highlands Community College. Dr. Hutchison holds a Doctor of Philosophy from Old Dominion University, a Master of Arts from Liberty University and two undergraduate degrees in aviation. Prior to arriving at VHCC, Dr. Hutchison has served as a Provost, Vice President and been a member of the teaching faculty at Texas State Technical College.

Dr. Dean Sprinkle has served as President of Wytheville Community College since 2015. Before joining WCC, he served in several roles at Wilkes Community College in

Wilkesboro, NC, including senior vice president of instruction, vice president of instruction and student services, institutional effectiveness officer, and counselor. He holds a doctorate in curriculum and instruction from the University of North Carolina-Greensboro, a master's in clinical psychology from Western Carolina University, bachelor's degree from North Carolina State University, and an associate degree from Lees McRae college.

David Matlock serves as agency head and executive director of the Southwest Virginia Higher Education Center. He served Virginia Highlands Community College for 25 years in the roles of vice president, dean of students and as a counselor. Mr. Matlock earned his bachelor's degree in business administration from Southern Illinois University and his masters in counseling from East Tennessee State University.

Dr. David Scott became superintendent of Bristol City Schools in August of 2023. He previously served as the assistant superintendent of operations for Henry County Public Schools. He has nearly 20 years of experience in the field of education holding various positions such as director of student support services, principal, assistant principal, and teacher. He holds a Doctorate of Educational Leadership and Policy Studies from Virginia Tech, a master's in administration and supervision from the University of Virginia, and a Bachelor of Arts in English from James Madison University.

Dr. Keith Perrigan is in his first year as superintendent of Washington County Public Schools. He has served in the same role in Norton City Schools and Bristol Virginia Public Schools. Dr. Perrigan is a voice for public education in Southwest Virginia through his position as founder and President of the Coalition of Small and Rural Schools of Virginia. Keith Perrigan was named Region VII Superintendent of the Year in 2022. Dr. Perrigan holds a doctorate degree from Virginia Tech, a master's degree from Radford University and a bachelor's degree from University of Virginia's College at Wise.

Dr. Wesley Poole is superintendent for Wythe County Public Schools. He has served Wythe County Public Schools as a paraprofessional, classroom teacher, building principal, division-level director, assistant superintendent before becoming superintendent. He holds a doctorate degree from Virginia Tech, master's and bachelor's degrees from Radford University, and an associate's degree from Wytheville Community College.

Dr. Michael Robinson is the Director of A. Linwood Holton Governor's School. He holds a B.S. in mathematics education from Louisiana Tech University, a Master of Arts degree from Louisiana Tech University, and a Ph. D. in Administration and Supervision from the University of Virginia. He has previously served as superintendent and assistant superintendent of Smyth County Public Schools, assistant superintendent, middle school principal, and high school assistant principal in Orange County Public Schools, and a high school assistant principal and math teacher in Charlottesville City Schools.

SWVA-HEALS Governing Board - Non-Voting Members

Mr. Dante Lee is the Executive Director of the Healthcare Excellence Academy Lab School. He retired from Wythe County Public Schools in 2020 and began working part-time with Bristol Virginia Public Schools as the Director of Capital Projects. He has thirty-three years of experience in public education with sixteen of those in school administration. He has also served as an adjunct professor for the University of Virginia's College at Wise since 2009. Mr. Lee was elected as the Chairman of the Virginia High School League in the 2011-2012 school year. He holds a Master's Degree and an Education Specialist Degree in Administration and Supervision from Lincoln Memorial University and a Bachelor's Degree in Special Education from Marshall University. Mr. Lee is a non-voting member of the Governing Board.

Mr. Michael Davidson is the Assistant Director of the Healthcare Excellence Academy Lab School. He served thirty-seven years in public education, with twenty of those years in school administration, before retiring in October of 2023. He has served as President of the Virginia Association of Secondary School Principals, an Executive Committee representative for the Virginia High School League, President of the Marion Morning Rotary Club, and has been a member of multiple boards. He holds a Master's Degree in Educational Leadership from Radford University and a Bachelor's Degree in History and Social Sciences from Emory and Henry College. Mr. Davidson is a non-voting member of the Governing Board.

Contact Information – Institution of Higher Education Partner

Name of Contact Person for Application:		Dr. Lou Fincher	
Title/Affiliation with the Institution of Higher Education:		Sr. Vice President; Dean, School of Health Sciences, Emory and Henry College	
Office Telephone:	(276) 944-6341	Cell Telephone:	(817) 846-9242
Fax Number:		E-mail Address:	lfincher@ehc.edu

Part B: Narrative

The application narrative must contain all of the elements in § [22.1-349.5](#) of the *Code of Virginia*.

- I. ***Executive Summary:*** Provide an executive summary that addresses the need for the college partnership laboratory school and its goals and objectives. (The suggested length is two pages.)

The proposed Southwest Virginia Healthcare Excellence Academy Laboratory School (SWVA-HEALS) program is designed to establish a high school career academy for 10th-12th graders to serve as a “pipeline” for preparing future healthcare professionals to meet the workforce shortages in Southwest Virginia. The national healthcare workforce shortages have been well documented and are prevalent across all healthcare disciplines and settings; however, these workforce shortages are even greater in the rural Appalachian regions of Southwest Virginia. For this reason, the SWVA-HEALS program will include a special emphasis on increasing high school students’ awareness of, interest in, and preparation for pursuing the education pathways that lead to careers in areas that include but are not exclusive to medicine, nursing, mental and behavioral health, pharmacy, therapy and rehabilitation professions (i.e. athletic training, physical therapy, occupational therapy, speech language pathology), diagnostic professions (i.e. laboratory science, phlebotomy, radiology and imaging), and medical support professions, with the potential to include other areas of the healthcare industry in the near future.

The SWVA-HEALS program is a collaborative partnership between the School of Health Sciences and School of Nursing from Emory & Henry College, the public school divisions of Smyth County, Wythe County, Washington County, and the City of Bristol, the Southwest Virginia Higher Education Center, the A. Linwood Holton Governor’s School, Virginia Highlands Community College and Wytheville Community College. The SWVA-HEALS Governing Board has been established and Memorandums of Understanding have been signed with each of the partners. The board met on October 20, 2023 to elect a chair, a vice-chair, and to adopt the proposed bylaws that are attached to this application (**APPENDIX B**).

The first year of the SWVA-HEALS program (i.e., 10th grade) will focus on career exploration across the many disciplines of healthcare professions and will include active engagement through early career forums and shadowing opportunities. Students will develop an individualized college and career plan during the first half of their 11th grade year and work closely with directors, faculty, and mentors to implement and complete their plan prior to graduation.

The healthcare career-focused coursework in the proposed SWVA-HEALS program will be taught by an interdisciplinary team of faculty and will be designed to help students connect their “academic learning to real-world healthcare applications.” This real-world application approach to learning helps to improve students’ achievement of academic proficiency and mastery of content. The collaborative career academy model has been shown to provide enhanced opportunities for professional mentoring and work-based learning opportunities. Evidence-based teaching and learning strategies will be integrated across the SWVA-HEALS curriculum including an emphasis on active, engaged learning. (i.e., clinical simulation, team-based projects, case-based modules). All healthcare professionals need strong critical thinking, problem solving, and communication skills to work in the ever changing healthcare environment and to meet the rural healthcare needs of the medically underserved region of Southwest Virginia. These 21st Century skills will be interwoven throughout the SWVA-HEALS curriculum. Clinical simulation experiences, healthcare shadowing opportunities, community service, and professional mentoring will provide students the opportunity to establish a college and career readiness plan.

The SWVA-HEALS program will also incorporate several dual credit or concurrent courses and potential certificates options (i.e., pharmacy technician, phlebotomy). As a result, this experiential learning model will allow students to graduate high school with college credits, career-related experiences, and real-world career preparation.

Upon successful completion of the SWVA-HEALS program, students will have the opportunity to gain certifications, certificates and as many as forty dual enrollment credit hours. This excludes the number of dual enrollment credits that a student could take from spending a half of day at their high school.

II. *Mission and Vision:* State the mission and vision of the proposed college partnership laboratory school, including identification of the targeted student population, must be included. The following components must be addressed:

1. A description of the college partnership laboratory school’s mission and vision and how it is consistent with the *Virginia Standards of Quality (SOQ)*, the *Virginia Standards of Learning (SOL)*, and the *Virginia Regulations Establishing Standards for Accrediting Public Schools in Virginia (SOA)*. (See § 22.1-349.3 of the *Code of Virginia*.)

Mission

To work collaboratively with regional education, healthcare, and community partners to provide a rigorous, high-quality learning environment that promotes increased awareness of potential healthcare careers and prepares college- and career-ready students to pursue the required college degrees and professional credentials that lead to healthcare careers.

Vision

To establish an academic pipeline for preparing future healthcare professionals to meet the healthcare workforce needs in Southwest Virginia.

The SWVA SWVA-HEALS program will meet and/or exceed the Virginia Standards of Quality, the Virginia Standards of Learning, and the Virginia Regulations Establishing Standards for Accrediting Public Schools in Virginia by providing a curriculum that is designed to offer dual enrollment or concurrent courses. These courses will provide experiential learning opportunities, develop critical thinking skills, problem solving skills, creative thinking, communication skills, and collaboration skills.

Identification of Targeted Student Population

The SWVA-HEALS program plans to target 10th, 11th, and 12th grade students from the rural school divisions of Smyth County, Wythe County, Washington County, and the City of Bristol who have an interest in pursuing a career in healthcare. Students are provided information about this program by their academic counselor and by the SWVA-HEALS administrative staff, who visits all 11 high schools within the 4 school divisions. To be considered for the program, interested students must complete an online application and meet their high school’s requirements to qualify for dual enrollment courses. This requirement must be met since the

SWVA-HEALS program includes dual enrollment courses or concurrent enrollment courses offered by the partnering higher education institutions. Students who apply but do not meet the dual enrollment requirements will be placed on the waiting list and could potentially enter the program during their junior year if the requirements are met.

2. A description of any specific area of academic concentration.

The SWVA-HEALS program will provide a specific academic focus on preparing students for healthcare careers. For this reason, the academic program will include both healthcare specific courses such as Healthcare Ethics, Introduction to Healthcare Professions, Medical Terminology, and Spanish for Healthcare Professionals, as well as the common science, math, and psychology prerequisite courses typically included in a college or university healthcare degree. The SWVA-HEALS program will place a strong emphasis on dual enrollment courses that will enable students to gain both college credit and high school credit to meet the requirements for an advanced studies diploma.

The SWVA-HEALS program will also include an emphasis on experiential learning opportunities that will actively engage students in the discovery and exploration of common healthcare settings and the wide variety of healthcare professionals that work in these settings. Students will have the opportunity to engage in both career shadowing and internship placements. In keeping with the principles of experiential learning, students will “learn by doing,” followed by the opportunity to “reflect on” and “apply” the experiences to their healthcare career goals.

3. The college partnership laboratory school’s core philosophy.

The Healthcare Excellence Academy Lab School’s core philosophy is to work collaboratively with our education, healthcare, and community partners to “grow our own” future healthcare professionals to meet the healthcare workforce shortages in Southwest Virginia. The SWVA-HEALS program is designed to develop an academic “pipeline” to address high school student readiness for post-secondary education and careers. Students will be exposed to career explorations across many disciplines of the healthcare profession.

4. Information about the college partnership laboratory school’s targeted student population.

The SWVA-HEALS program will serve the Appalachian Highlands region of Southwest Virginia spanning the three counties of Wythe, Smyth, and Washington, and the City of Bristol. These rural communities, and the public school divisions

that serve them, are located along the Interstate-81 corridor and are all included in the Mount Rogers Health District and Region 7 of the Virginia Department of Education Superintendent's Regions. (See Table 1 and Figures 1 and 2 below).

Table 1. Size of SWVA-HEALS Partnering School Divisions

School Division	City of Bristol	Washington County	Smyth County	Wythe County
# of High Schools	1	4	3	3
Total Enrollment	2195	6745	3983	3880
Enrollment in Grades 9-12	642	2165	1280	1235

Figure 1. Virginia Department of Health Districts

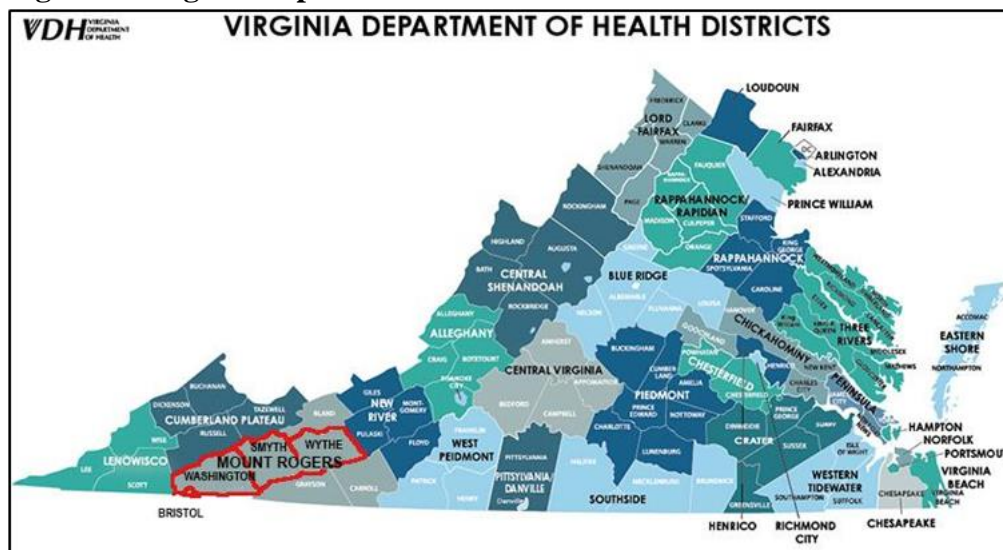
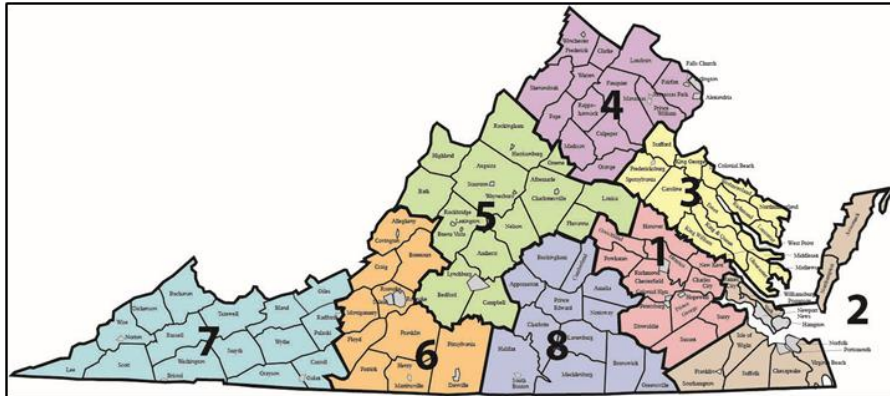


Figure 2. Virginia Department of Education Superintendent's Regions



The SWVA-HEALS program plans to target 10th, 11th, and 12th grade students from the rural school divisions of Smyth County, Washington County, Wythe County and the City of Bristol who have an interest in pursuing a career in healthcare. Students are provided information about this program by their academic counselor and by the SWVA-HEALS administrative staff, who visit all eleven high schools within the four divisions. To be considered for the program, all interested students must complete an online application, be on track for graduation with documented verified credits, and meet their high school's requirements to qualify for admission into dual enrollment courses. This requirement must be met since the SWVA-HEALS program includes dual enrollment courses or concurrent enrollment courses offered by the partnering institutions of higher education. Students who apply but do not meet the dual enrollment requirements will be placed on the waiting list and could potentially enter the program during their junior or senior year if the base high school determines that the student is prepared and all requirements are met.

Enrolled students will be future healthcare providers who demonstrate college readiness and the motivation and dedication to complete a rigorous, dual enrollment program. Recruiting materials and communication from the high school counselors and SWVA-HEALS administrators will emphasize that SWVA-HEALS values a diverse student body and welcomes students from at-risk groups, with unique learning needs, and from all identity groups in the region.

The targeted student population from these four partnering school divisions is considered to be “at risk” due to both socioeconomic factors and the fact that they have experienced learning loss as the result of the COVID-19 pandemic.

The four school divisions are located in communities that rank from the lower half to the lowest quarter of all 134 counties in the Commonwealth of Virginia for the areas of health outcomes and socioeconomic factors. The rankings data from the [2022 County Health Rankings & Roadmaps](#) (CHR&R) report are summarized in the Table 2 below.

Each of the communities served by the SWVA-HEALS program is also designated as a Health Professional Shortage Area (HPSA) (Health Resources & Services Administration, <https://data.hrsa.gov/tools/shortage-area>).

Table 2. County Health Rankings for SWVA-HEALS Service Region

	Bristol City	Smyth County	Wythe County	Washington County	Virginia
Ranking out of 134 Counties	#104	#115	#86	#77	--
Health Outcomes	Least healthy (0-25%)	Least healthy (0-25%)	Lower middle range (25-50%)	Lower middle range (25-50%)	--
High School Graduation Rate	83%	93%	94%	89%	88%
Some College	50%	49%	58%	63%	72%
Children in Poverty	31%	21%	18%	17%	12%
Children Eligible for Free or Reduced Cost Lunch	88%	77%	50%	55%	45%
Median Household Income	\$41,400	\$43,400	\$54,400	\$53,800	\$79,200

*2022 County Health Rankings & Roadmaps (CHR&R). University of Wisconsin Population Health Institute. Accessed at countyhealthrankings.org on December 12, 2022 & Quality Profile Report.

III. Educational Program: State the goals and objectives to be achieved by the college partnership laboratory school, which must meet or exceed the SOL. The following components must be addressed:

Goals and Objectives

The overall goal of the SWVA-HEALS program is to increase the number of high school graduates from Southwest Virginia who become healthcare providers practicing in Southwest Virginia. The specific aims for achieving this goal include: (1) developing a sustainable academic pipeline for preparing future healthcare professionals to meet the workforce shortages in Southwest Virginia; and (2) preparing college- and career-ready students to pursue the required college degrees and professional credentials that lead to healthcare careers.

1. A description of the college partnership laboratory school's academic program and Show it is aligned with state standards.

During their first semester of enrollment in the SWVA-HEALS Program, tenth grade students will take traditional high school courses along with one or two healthcare related dual enrollment courses. Students will remain on their home high school campuses during their first semester in the program. However, students will be actively engaged through visits to the E&H Health Sciences campus and the SWVA Higher Education Center campus for forums, discussions, simulation labs, and project-based assignments. SWVA-HEALS students will be divided into two cohorts based on geography. Bristol City and Washington County students comprise one cohort, and students from Smyth County and Wythe County form the second cohort. In order to provide all students with access to the features of each campus, students in both cohorts will visit the E&H Health Science campus and the Southwest Virginia Higher Education Center campus multiple times during the course of the semester. Courses for the first semester in the program (second semester of tenth grade year) could include one or two dual enrollment courses from the following: Introductory Chemistry (CHM 101) – this would substitute for High School Chemistry, Orientation to Health Related Professions (HLT 140), Ethics for Healthcare Personnel (HLT 145) and/or Medical Terminology (HLT 143). (See Table 3).

In preparing a pathway for a SWVA-HEALS student, the student would select different healthcare industry pathways they would potentially desire to pursue. As a junior, students would travel to their designated Lab School Academy Campus (Southwest Virginia Higher Education Center or the Emory and Henry Health Science Campus) for half of the day and then take courses at their home high school

for the remaining half of the day. Scheduling will be based on common courses needed for healthcare specific pathways. In addition, students will gain up to five credit hours for Coordinated Internships (HLT 195 – shadowing). Expected courses for an eleventh-grade student include Anatomy and Physiology (BIO 141/142) and Cardiopulmonary Resuscitation/First Aid and Safety (HLT 105/106).

When the SWVA-HEALS students enter their senior year, they will travel to one of the two SWVA-HEALS lab school locations for one half of the day and take courses at their home high school for one half of the day. Healthcare specific pathways will be narrowed down to a specific area for the Coordinated Internship (HLT 295 – actual internship). The only other expected course for the seniors will be the completion of the capstone project and for this, students will receive 3 credit hours. The majority of the senior year will be filled with electives and courses that focus on the identified pathway.

The expected schedule of the students by grade level is identified in Table 3 below. Table 3 also contains a listing of potential electives that are available from the A. Linwood Holton Governor’s School, Virginia Highlands Community College, and/or Wytheville Community College. Additional electives are being developed or will be available to the SWVA-HEALS students and added to the electives offerings.

Dual enrollment with a local community college is already an accepted academic practice for public high school students and meets or exceeds the Virginia Standards of Learning for those courses. All electives available through the A. Linwood Holton Governor’s School meets or exceeds the Virginia Standards of Learning.

Table 3. SWVA-HEALS - Course Expectations

Tenth Grade - Second semester			
HLT 140	Orientation to Health Related Professions	8 weeks	2 hours
HLT 145	Ethics for Healthcare Personnel	8 weeks	2 hours
HLT 143	Medical Terminology	Semester	3 hours

Eleventh Grade - Two semesters			
BIO 141/142	Human Anatomy & Physiology	2 Semesters	6 hours
HLT 105/106	Cardiopulmonary Resuscitation/First Aid and Safety	Semester	3 hours
HLT 195	Coordinated Internship (Shadowing)	Year	1-5 hours
Elective	Elective	Semester	3-4 hours
Elective	Elective	Semester	3-4 hours

Twelfth Grade - Two Semesters			
HLT 290	Coordinated Internship	Year	3-5 hours
	Capstone Project	Semester/5 semesters	3 hours
BIO 101/102 or CHEM 111/112	General Biology I & II or General Chemistry I & II	Semester	4 hours
Elective	Elective	Semester	3-4 hours
Elective	Elective	Semester	3-4 hours

ELECTIVES

Mathematics		
MTH 154	Quantitative Reasoning	3 hours
MTH 245	Statistics I	3 hours

Science		
BIO 101	General Biology I	4 hours
BIO 102	General Biology II	4 hours
BIO 141	Human Anatomy & Physiology	4 hours
BIO 142	Human Anatomy & Physiology	4 hours
BIO 150	Introductory Microbiology	4 hours
CHM 101	Introductory Chemistry	4 hours
CHM 111	General Chemistry I	4 hours
CHM 112	General Chemistry II	4 hours
CHM 241/245	Organic Chemistry	4 hours
PSY 200	Principles of Psychology	3 hours
PSY 215	Abnormal Psychology	3 hours
PSY 230	Developmental Psychology	3 hours
PTH 151	Musculoskeletal Structure and Function	5 hours


Spanish		
SPA 163	Spanish Medical Terminology	3 hours

Healthcare/Medical		
MDL 105	Phlebotomy	3 hours
HLT 206	Intro to Kinesiology	3 hours

Additional electives will be available or developed and offered in each healthcare pathway providing the students the opportunity to specialize or focus on a pathway of interest.

The pathways that are available to the SWVA-HEALS students are shown in Table 4 below. This includes potential elective courses that are directly related to the identified pathway.

Table 4. SWVA-HEALS - Career Pathways and Sample Coursework

HEALS Track	Associated Healthcare Professionals	SWVA-HEALS Curriculum		
		10 th Grade	11 th Grade	12 th Grade
Allied Health - Diagnostic	<ul style="list-style-type: none"> • Sonographer • Nuclear Medicine Technologist • Radiation Technologist • Radiation Therapist • Phlebotomist • Clinical Laboratory Scientist 	 <ul style="list-style-type: none"> • HLT 145 Ethics for Health Care Personnel (DE) – 8 wks • HLT 140 Orientation to Health-Related Professions (DE) – 8 wks • HLT 143 Medical Terminology (DE) • Experiential Learning <ul style="list-style-type: none"> ▪ Introductory healthcare skills & certifications ▪ Career Exploration Forum(s) ▪ 1st Healthcare Shadowing Experience 	<ul style="list-style-type: none"> • HLT 143 Medical Terminology (DE) – 15 wks • BIO 141 & 142 Human Anatomy & Physiology • HLT 195 Coordinated Internship (Shadowing) • HEALS Electives 	<ul style="list-style-type: none"> • SPA 163 & 164 Spanish for Health Professionals • HLT 295 Internship • HEALS Electives
Allied Health – Therapy & Rehabilitation	<ul style="list-style-type: none"> • Athletic Trainer • Occupational Therapist • Physical Therapist • Respiratory Therapist • Speech Language Pathologist 		<ul style="list-style-type: none"> • HLT 143 Medical Terminology (DE)–15 wks • BIO 141 & 142 Human Anatomy & Physiology • HLT 195 Coordinated Internship (Shadowing) • HEALS Electives 	<ul style="list-style-type: none"> • PTH 151 Musculoskeletal Structure and Function (DE) – 15 wks • MTH 155 Statistical Reasoning or MTH 245 Statistics • SPA 163 & 164 Spanish for Health Professionals • HLT 295 Internship
Medicine	<ul style="list-style-type: none"> • Physician • Veterinarian • Dentist/Orthodontist • Pharmacist • Radiologist • Physician Assistant 		<ul style="list-style-type: none"> • HLT 143 Medical Terminology (DE)–15 wks • BIO 141 & 142 Human Anatomy & Physiology • CHM 111 & 112 General Chemistry • HLT 195 Coordinated Internship (Shadowing) • HEALS Electives 	<ul style="list-style-type: none"> • HLT 295 Internship • PSY 230 Developmental Psychology • MTH 155 Statistical Reasoning or MTH 245 Statistics • SPA 163 & 164 Spanish for Health Professionals
Mental/Behavioral Health	<ul style="list-style-type: none"> • Mental Health Counselor (LPC) • Social Worker (CSW) • Genetic Counselor • Psychologist • Addiction/Substance Abuse Counselor 		<ul style="list-style-type: none"> • HLT 143 Medical Terminology (DE)–15 wks • HLT 195 Coordinated Internship (Shadowing) • HEALS Electives 	<ul style="list-style-type: none"> • HLT 295 Coordinated Internship • PSY 230 Developmental Psychology • SPA 163 & 164 Spanish for Health Professionals
Nursing	<ul style="list-style-type: none"> • Registered Nurse • Nurse Practitioner • Nurse Midwife • Nurse Anesthetist 		<ul style="list-style-type: none"> • BIO 141 & 142 Human Anatomy & Physiology • BIO 101 & 102 Biology 	<ul style="list-style-type: none"> • HLT 295 Coordinated Internship



	<ul style="list-style-type: none"> • Nurse Educator • Clinical Nurse Specialist 		<ul style="list-style-type: none"> • CHM 111 & 112 General Chemistry • HLT 195 Coordinated Internship (Shadowing) • HEALS Electives 	<ul style="list-style-type: none"> • PSY 230 Developmental Psychology • MTH 155 Statistical Reasoning or MTH 245 Statistics • SPA 163 & 164 Spanish for Health Professionals
Pharmacy	<ul style="list-style-type: none"> • Pharmacist • Pharmacy Tech 		<ul style="list-style-type: none"> • HLT 195 Coordinated Internship (Shadowing) • HEALS Electives 	<ul style="list-style-type: none"> • HLT 295 Coordinated Internship • SPA 163 & 164 Spanish for Health Professionals • HEALS Electives

2. An overview of the curriculum and teaching methods to be used at the college partnership laboratory school and a description of the learning environment and instructional strategies to be used at the college partnership laboratory school, including scientifically research-based instructional strategies to ensure that student engagement and achievement are occurring.

The SWVA-HEALS program incorporates the “career academy” educational model, which has been shown to effectively prepare 10th-12th grades students for healthcare-related college and career pathways. More importantly, healthcare focused career academies involving 10th-12th graders have consistently demonstrated positive outcomes including increased health literacy, increased awareness of health career options, and students’ intentions to pursue education pathways to healthcare careers. Additionally, healthcare focused career academies have demonstrated positive results in student engagement in high school and in students’ confidence in pursuing a college degree toward a healthcare career. Growing up in a rural area continues to be a strong predictor of future healthcare practice in a rural area.⁸ This evidence strongly supports the “grow our own” approach central to the SWVA-HEALS program.

The first year of the SWVA-HEALS program (i.e., 10th grade) will focus on career exploration across the many disciplines of healthcare professions and will include active engagement through early career forums and shadowing opportunities. Students will develop an individualized college and career plan during the first half of their 11th grade year and work closely with faculty and mentors to implement and complete their plan prior to graduation. Students’ academic plans will include required and elective dual enrollment and/or concurrent enrollment courses that include foundational science requirements, introductory healthcare content, and experiential career-based opportunities that align within one of six potential

healthcare career pathways. These pathways include medicine, nursing, mental and behavioral health, therapy and rehabilitation, pharmacy, diagnostic services, and medical support services.

Evidence-based teaching and learning strategies will be integrated across the SWVA-HEALS curriculum including an emphasis on active, engaged learning. (i.e., clinical simulation, team-based projects, case-based modules). All healthcare professionals need strong critical thinking, problem solving, and communication skills to work in the ever changing healthcare environment and to meet the rural healthcare needs of the medically underserved region of Southwest Virginia. These 21st Century skills will be interwoven throughout the SWVA-HEALS curriculum.

The healthcare career-focused course work in the program will be taught by an interdisciplinary team of faculty and will be designed to help students connect their academic learning to real-world healthcare applications. The real-world application to learning helps to improve students' achievement of academic proficiency and mastery of content. The faculty who teach the career-focused courses will collaborate to align and integrate their content while also emphasizing the relevance of what they are teaching to their students' future career pathways. Students' academic proficiency is improved through this alignment of content and integration of active-learning exercises such as clinical simulation and case-based scenarios, and work-based learning activities, such as shadowing, scribing, and internship opportunities.

The SWVA-HEALS program will also incorporate dual credit courses and potential certificate options (i.e., Pharmacy Technician, Phlebotomy). As a result, this experiential learning model will allow students to graduate high school with college credits, career-related experiences, and real-world career preparation.

3. A plan for using internal and external assessments to measure and report student progress in accordance with the SOL.

All SWVA-HEALS students will receive core instruction from their accredited base high school and school district. These students will be held to the same graduation requirements as any student in the Commonwealth of Virginia. Many, if not most, of the students in the SWVA-HEALS program will be pursuing Advanced Studies high school diplomas. The administrators of the SWVA-HEALS program will collaborate with the base high school counselors to ensure that these student requirements are met.

All courses in the SWVA-HEALS curriculum are dual enrollment or concurrent enrollment. The Virginia Community College System has policies in place to measure and report student progress in dual enrollment courses. Students may have opportunities to obtain certifications, certificates, a healthcare excellence certificate and/or associates degree through the SWVA-HEALS program. The administrators

of the SWVA-HEALS program will provide guidance and direction for course selections, monitor student progress in courses, and provide placements for shadowing and internship opportunities.

4. A description of plans for identifying, evaluating, and successfully serving students with disabilities, students who are English Language Learners, students who are academically behind, and gifted students. Such plans must comply with applicable laws and regulations.

The faculty of SWVA-HEALS will work directly with the four participating school divisions to identify, evaluate, and support students with disabilities, English Language Learners, students who are academically behind, and gifted students. These partnerships will ensure students are served via Individualized Education Plans, Language Instruction Educational Programs, 504 Plans, and any academic improvement plans agreed upon by the student, family, and school officials. The Office of Accessibility Services at Virginia Highlands Community College, Disability Services at Wytheville Community College, Student Accessibility Support Services at Emory and Henry College are designated to coordinate accommodations for each institution that will allow students to have equal access and inclusion in all courses, programs, and activities through the colleges.

5. An explanation of the procedures for corrective actions needed in the event that pupil performance at the college partnership laboratory school falls below the standards outlined in the SOA. (*See Part VIII of the SOA.*)

Students selected to attend the SWVA-HEALS will be on track with all verified credits required by the end of the first semester of grade 10. Efforts will be made with each base high school to include interested students in the fall testing of the students' 10th grade year. Students must meet the requirements established by the base high schools to enroll in dual enrollment courses and have demonstrated success on SOL tests in order to be included in the SWVA-HEALS program. All courses in SWVA-HEALS are dual enrollment or concurrent enrollment.

Student performance will be monitored by the faculty and administration of SWVA-HEALS. SWVA-HEALS will provide a Success Coach at each campus site to assist with the progress of students. The Success Coach will monitor the grades assigned in the class, the attendance of the students, and the timely completion of class assignments. The Success Coaches will address any deficiencies in the performance of the students immediately. Scheduled conferences will be held with each student on regular intervals. Academic counseling will be provided and resources will be shared to assist all students who demonstrate an academic need. Base high school counselors, the Success Coach, mentors from the E&H Health Sciences graduate programs, school administrators, faculty, and parents will collaborate to provide support to each student. In the event that a student is unable

to meet the demands of dual enrollment coursework after exhausting all support, the student and parents may choose to have the student withdraw from the program and return to his/her base high school.

6. Information regarding the minimum and maximum enrollment per grade for the full term of the contract as well as class size and structure for each grade. (*See § 22.1-253.13:2 of the Code of Virginia.*)

SWVA-HEALS will phase in the admission of the 10th-12th grade cohorts over a two-year period to maximize student outcomes and to promote program sustainability. At the time of submission of the College Partnership Lab School Planning Grant, it was initially planned to limit the first cohort of 10th graders to 8 students per school division for a total of 32 students. After evaluating suggestions from the Lab School Planning Grant Funding Evaluation Review Committee, consideration was given to the potential for expanding the size of the initial and/or subsequent cohorts as part of the Planning Grant phase of this project. This exploration process, coupled with the greater than expected initial student interest, has led to an agreement to prepare 50 students for acceptance in the inaugural cohort to begin in the fall of 2024 as eleventh grade students. The makeup of this expected first class of sophomores is outlined in the table below.

Table 5. SWVA-HEALS Applications

AY 2023-2024			
School Division	Applications	10th Graders promised Admission	Wait List
City of Bristol	5	3	2
Washington County	24	24	0
Smyth County	13	12	1
Wythe County	13	11	2
TOTAL	55	50	5

The 50 10th grade students who have met the acceptance criteria and have been promised admission into the inaugural class of the SWVA-HEALS program (contingent upon grant approval and the creation of the Lab School) consist of 5 students from the City of Bristol, 24 students from the Washington County Public Schools, 12 students from the Smyth County Public Schools, and 11 students from the Wythe County Public Schools. In anticipation of acceptance, these students are

enrolled in online, dual enrollment courses, as introductory courses in the general medical field, at their base high schools. These courses will provide a start to the program in order to allow these 50 students completion of the SWVA-HEALS program at graduation. Should the implementation grant not be approved, these courses will be used to meet high school graduation requirements. This information has been communicated with the students and their parents.

As shown in **Table 6** below, we anticipate admitting 40 to 50 10th grade students to the SWVA-HEALS program in each subsequent year throughout the full term of the contract.

Table 6. Projected Enrollment Through AY 2027-2028

Academic Year	Cohort	Minimum # of Students	Maximum # of Students
Year 1: 2024-2025	Grade 10 (Class of 2027)	--	50
	Grade 11 (Class of 2026)		50
	Total Annual Enrollment	--	100
Year 2: 2025-2026	Grade 10 (Class of 2028)	40	50
	Grade 11 (Class of 2027)	40	50
	Grade 12 (Class of 2026)	50	50
	Total Annual Enrollment	90	150
Year 3: 2026-2027	Grade 10 (Class of 2029)	40	50
	Grade 11 (Class of 2028)	40	50
	Grade 12 (Class of 2027)	50	50
	Total Annual Enrollment	130	150
Year 4: 2027-2028	Grade 10 (Class of 2030)	40	50
	Grade 11 (Class of 2029)	40	50
	Grade 12 (Class of 2028)	40	50
	Total Annual Enrollment	120	150
Year 5:	Grade 10 (Class of 2031)	40	50

2028-2029	Grade 11 (Class of 2030)	40	50
	Grade 12 (Class of 2029)	40	50
	Total Annual Enrollment	120	150

When fully implemented in Year 2 (AY 2025-2026), the SWVA-HEALS program anticipates enrolling up to 150 students across all 3 grade levels. The 2025-2026 academic year will also mark the graduation of the inaugural SWVA-HEALS cohort of 50 students. The annual enrollment projections are expected to continue through the full term of the VDOE contract (AY 2027-2028) and beyond. By the end of the 2027-2028 school year, the SWVA-HEALS program expects to have graduated 3 cohorts of 40-50 students for a total number of graduates ranging from 130-150 students.

7. The proposed calendar and sample daily schedule.

Beginning in the second semester of the 10th grade, SWVA-HEALS students will begin dual enrollment courses from Virginia Highlands Community College, Wytheville Community College or the A. Linwood Holton Governor’s School. Students will remain at their base high school for one or two synchronous and/or asynchronous courses from these institutions of higher learning. This 10th grade year experience will include visits to the Emory and Henry Health Sciences campus and the SWVA Higher Education Center campus to include instruction and certification in introductory areas of health sciences to include Advanced CPR, collection of vital signs, blood borne pathogen training, Health Insurance Portability and Accountability Act (HIPPA) regulations, Narcan training, and the professionalism expectations in health care, etc. Students will take traditional, high school courses during the remainder of the school day.

During the 11th grade, SWVA-HEALS students would remain on their home campus for half of the day and travel to the Lab School Academy to take in-person dual enrollment classes for the other half of the day. Students from Smyth and Wythe Counties would take dual enrollment classes at the Emory and Henry Health Science Campus or the Wayne C. Henderson School of Appalachian Arts Campus. Students from Bristol Virginia Public Schools and Washington County School would take dual enrollment classes at the Southwest Virginia Higher Education Center. Students will also be enrolled in a dual enrollment job shadowing course.

12th grade students will continue the scheduling format of attending Lab School classes in person for one-half of the day and completing their schedule at their base

high school for the other half of the day. An internship will be included in the senior year experience.

Table 7. SWVA-HEALS - Sample Daily Schedule

Time	Class	Location
8:30 - 10:00	SWVA-HEALS class	E&H Health Sciences or SWVA Higher Ed. Center
10:10 - 11:40	SWVA-HEALS class	E&H Health Sciences or SWVA Higher Ed. Center

Travel to base high school

Base High School schedule	High School class (English)	Base High School
Base High School schedule	High School class (other graduation requirements)	Base High School
Base High School schedule	High School class (other graduation requirements)	Base High School

Students taking dual enrollment credit courses will begin those courses based on the schedule of the community college. This is the accepted current practice for dual enrollment courses for high school students in the partnering school divisions.

Each year the Governing Board will adopt an academic calendar that will consider the academic calendars of Emory and Henry College, the two community colleges, the governor’s school, and the four public school divisions that are partners in SWVA-HEALS. The academic calendar for the eight institutions are not the same but the schools have a tradition of working together as classes have been offered to the public schools from the community colleges and the governor’s school for many years. The adopted calendar of SWVA-HEALS will be one that considers the calendars of each partner and is able to provide instruction to our students without significant differences in the attendance dates of the SWVA-HEALS students.

8. A description of the performance-based goals and related measurable educational objectives to be achieved by the school. (See § 22.1-253.13:1 B of the *Code of Virginia*.)

The overall goal of the SWVA-HEALS program is to increase the number of high school graduates by 40-50 each year from Southwest Virginia who become healthcare providers practicing in Southwest Virginia. The specific aims for achieving this goal include: (1) developing a sustainable academic pipeline for preparing future healthcare professionals to meet the workforce shortages in Southwest Virginia; and (2) preparing 40-50 college- and career-ready students annually to pursue the required college degrees and professional credentials that lead to healthcare careers. The SWVA-HEALS program will provide a specialized focus on preparing students for healthcare careers. The program's coursework and experiential opportunities will provide students with: (1) an increased awareness of the wide variety of healthcare settings and career opportunities, (2) an understanding of the 2-year, 4-year, and graduate post-secondary degree pathways associated with specific healthcare careers; (3) a strong foundation in the health-related sciences; (4) introductory healthcare skills to enhance their engagement in career preparation; (5) real-world exposure to healthcare professions and professionals through clinical shadowing opportunities; (6) mentorship from college healthcare students from a wide variety of healthcare education programs including, but not limited to, nursing, mental health counseling, physical therapy, occupational therapy, physician assistant, and pharmacy; (7) an introduction to the common health issues and health disparities appreciation for the increased need for rural healthcare professionals; and (8) enhancement and application of 21st Century skills to college and career readiness in preparation for healthcare careers.

9. For each grade or course in the college partnership laboratory school, please provide a detailed description of how the SOL and the corresponding SOL Curriculum Framework will be used as the foundation for curricula to be implemented. Include within the description how the goals and objectives of the curricula will meet or exceed the SOL, address student performance standards, relate to state and federal assessment standards, and include measurable student outcomes. (See <http://www.doe.virginia.gov/testing/index.shtml> on the Department's website for more information about the SOL.)

Virginia Highlands Community College, Wytheville Community College, and A. Linwood Holton Governors' School have partnered with the four public school divisions, City of Bristol, Smyth County, Washington County, and Wythe County for many years providing courses that are integrated into the high school academic curriculums through the dual enrollment program. These courses are included in the Virginia Community College System and correlate to the work of Transfer Virginia. Many students have taken advantage of these offerings to earn college credit and some have earned an Associate's Degree along with their high school diploma. Courses have been appropriately aligned with high school content and are taught at a higher level of rigor than required by the Standards of Learning. While the

courses of Bristol Virginia Public Schools, Smyth County Public Schools, Washington County Public Schools, and Wythe County Public Schools, and the correlating SOLs will serve as a foundation for lab school participants, it is expected that the base high schools will deliver the SOL-based coursework and the SWVA-HEALS program will focus on dual enrollment healthcare related courses, job shadowing, and internships that will enhance and supplement the high school courses. All of the dual enrollment courses will use SOLs as a foundation if available, but it is expected that the curriculum will exceed these standards.

10. A description of the school's assessment plan to obtain student performance data, which would include how these data will be used to monitor and improve achievement and how program effectiveness will be measured. The applicant must also provide benchmark data for how student achievement will be measured over a specified period of time. The applicant must address how these data will be established and documented in the first year of operation and how the data will be measured over the successive four-year period before the contract of such school is renewed by the Board. The benchmark data should address targets for student improvement to be met in each year.

All school divisions use Major Clarity as an assessment tool to measure a student's interest in various occupational areas. Students that have an interest in pursuing occupations in the healthcare industry will be identified from this resource. Counselors will provide this information to the directors of the SWVA-HEALS program and will share information about the SWVA-HEALS program to interested students. This group becomes a targeted population to become a candidate for the SWVA-HEALS program.

Two of the four school divisions have developed a Healthcare Excellence program that allows students to apply during the second semester of their freshman year. These programs were developed in Wythe and Smyth Counties in coordination with the county Chambers of Commerce. If the student is a successful applicant, they are engaged in six to ten sessions that include visits to local healthcare providers. These sessions include emergency services, nursing, medical lab, acute care hospital, therapy, dental, behavioral health, substance abuse disorders, etc. The other two divisions, Bristol City and Washington County are exploring the possibility of developing similar programs.

Data from the assessment tool and the Healthcare Excellence program will be used to identify students that have an interest in the healthcare industry. Presentations have been made by the Executive Director to ninth and tenth grade classes at each of the eleven high schools providing information about the SWVA-HEALS program. The Executive Director conducted focus group meetings with students and zoom sessions with parents to provide detailed information concerning the program.

Overall program effectiveness will be assessed through multiple measures, including but not limited to, (1) interest in the program as measured by the number of applications submitted each year, (2) year-to-year retention of students in the program, (3) daily attendance, (4) grades in each individual course, and overall grade point averages. Students will also complete an evaluation form for each instructor, course, and for the overall program. Evaluations will be closely monitored by the SWVA-HEALS directors to identify strengths and weaknesses of the courses and the program. During the 10th grade year, SWVA-HEALS students will have the opportunity to gain several healthcare work-based training certificates or certifications, including but not limited to, Health Insurance Portability and Accountability Act (HIPPA) training, Bloodborne Pathogen (BBP) training, CPR/AED for Healthcare Professionals certification, REVIVE! Opioid Overdose and Naloxone Education, and Basic Assessments of Vital Signs. Successful completion of each of these training programs or certification workshops will be evaluated by the SWVA-HEALS administration.

Benchmark goals would include 100% of students completing shadowing opportunities, 100% of students obtaining the aforementioned certifications and trainings, 100% of students obtaining thirty plus dual enrollment credits, and a 90% retention rate for the program for students moving from one year to the next in the program.

11. A description of any assessment other than the SOL that may be used to measure progress during the academic year.

~~The Executive Director and the Assistant Director will monitor progress of each individual student during each semester. In the event that a student begins to struggle with academic progress, attendance, or participation, one of the directors would implement a plan to assist the student in becoming successful. This would include, but would not be limited to, counseling, tutoring, mentoring, and meetings with professors to identify the concerns. The directors would notify the parent or guardian of the student to discuss the issues and/or concerns.~~

The coursework that is provided in the SWVA-HEALS program is dual enrollment and/or concurrent enrollment college level coursework. The partnering institutions providing the classroom instruction do not have assessments used to measure progress other than the use of grades provided by the teacher. SWVA-HEALS will provide a Success Coach at each campus site to assist with the progress of students. The Success Coach will monitor the grades assigned in the class, the attendance of the students, and the timely completion of class assignments. The Success Coaches will address any deficiencies in the performance of the students immediately. Progress reports will be provided to the students, parents, base-school counselors, and SWVA-HEALS administration on a bi-weekly basis to keep all stakeholders aware of the academic progress of the students.

In the event that a student begins to struggle with academic progress, attendance, or participation, the Success Coach will work directly with the administration of SWVA-HEALS to implement a plan to assist the student in becoming successful. This would include, but would not be limited to, counseling, tutoring, mentoring, and meetings with professors to identify the concerns. The Success Coach and/or SWVA-HEALS administrators would notify the parent or guardian of the student to discuss the issues and/or concerns.

The faculty of the community colleges and the governor's school will provide traditional formative and summative assessments that align with the curriculum of the course. Mid-term grades and final grades for each course will be placed in the individual student file. Cumulative grades for each course will be used as data by the directors to measure the success of the students and the effectiveness of the course.

The following components should be addressed if applicable to the college partnership laboratory school:

12. A detailed description of any alternative accreditation plan, in accordance with the SOA (8VAC20-131-420), for which the college partnership laboratory school will request approval from the Board.

An alternative accreditation plan would not be necessary for the SWVA-HEALS program. Each of the participating schools follow the VDOE accreditation guidelines. The participating higher education institutions are required to follow the accreditation guidelines set forth by the Virginia Community College System and the Southern Association of Colleges and Schools Commission on College.

13. A general description of any incentives/partnerships that the college partnership laboratory school intends to have with school divisions to enhance both the educational program of the college partnership laboratory school and the partnering school division(s).

The SWVA-HEALS program is designed to provide a rigorous curriculum that will enhance the learning experience of the students and elevate their preparedness for continuing education. Coursework will be dual enrollment and students will have the opportunity to acquire transferable college credits as high school students. Emory and Henry College has promised early and guaranteed admittance to all students who successfully complete the SWVA-HEALS program.

The SWVA-HEALS program plans to provide each student who successfully completes the program with a \$1,000 scholarship for continued studies.

14. If the college partnership laboratory school plans to use virtual learning in its educational program, a description of how virtual learning will be used and estimates of how many students will participate.

The SWVA-HEALS will use virtual learning as an instructional tool to address the travel issues created by involving four school divisions, two community colleges and one Governor's school. Due to the amount of travel between the institutions and the eleven high schools, virtual instruction will provide a more efficient use of instructional time. While students will attend virtually, faculty will travel to offer in-person instruction at both campuses and this virtual instruction will be enhanced by scheduled events and regular class time at the Emory and Henry College - Health Sciences Campus and the Southwest Virginia Higher Education Center. Each of these facilities offers unique learning spaces that will allow SWVA-HEALS to provide lab opportunities, hands-on learning experiences, collaborative learning, and in-person instruction. Instructional technology has been budgeted to provide the ability to transmit class instruction between the facilities.

The first courses taken by SWVA-HEALS students as 10th graders will be virtual but will be enhanced with multiple opportunities for in-person instruction on specific introductory skills related to the healthcare field. It is critical for students to feel comfortable with technology but the students will receive significant in-person, hands-on instruction. The in-person opportunities will increase for the eleventh and twelfth grade years. During the eleventh and twelfth grade years that students will attend classes in-person at either the Emory and Henry Health Sciences campus or the Southwest Virginia Higher Education campus. The use of virtual instruction will greatly reduce during the final two years of attendance. Each of the eleven participating high schools have one-to-one initiatives to support online learning. Mobile hotspots are budgeted to assist any SWVA-HEALS student who needs internet access while at home.

IV. Governance: The following components must be addressed:

1. Background information on the proposed founding governing board members and, if identified, the proposed school leadership and management team. (*See § 22.1-299.2 B of the Code of Virginia.*)

The Governing Board of the SWVA-HEALS program consists of:

Dr. John Wells is currently in his fourth year as President of Emory and Henry College. Prior to coming to Emory and Henry, Wells served seven years as the Executive Vice President and Chief Academic Officer at Mars Hill University in NC creating new programs in both professional and traditional liberal arts and increasing enrollment by thirty percent in four years. Prior to that, he served as

Provost and Interim College President for four years at Young Harris College in GA and was a professor and dean of social sciences at Carson-Newman University in TN, where he earned his undergraduate degree in history. He has a master's degree and doctorate degree in political science from The University of Tennessee from 1993 and 1996 respectively.

Dr. Lou Fincher is the Senior Vice President of Emory and Henry College and founding Dean of the School of Health Sciences. Dr. Fincher serves as the chief academic officer for the E&H Health Sciences Campus in Marion, VA, while providing administrative oversight for the institution's online and adult education initiatives and research compliance. She has overseen the development of four graduate health science programs and the renovation of the former Smyth County Community Hospital. Dr. Fincher has 40 years of teaching and health care experience and over 28 years of administrative and leadership experience. Dr. Fincher earned her B.S. in Education from Stephen F. Austin University, her M.S. Ed. from Indiana State University, and her Doctor of Education in Human Performance Studies from the University of Alabama.

Dr. Adam Hutchison is President of Virginia Highlands Community College. Dr. Hutchison holds a Doctor of Philosophy from Old Dominion University, a Master of Arts from Liberty University and two undergraduate degrees in aviation. Prior to arriving at VHCC, Dr. Hutchison has served as a Provost, Vice President and been a member of the teaching faculty at Texas State Technical College.

Dr. Dean Sprinkle has served as President of Wytheville Community College since 2015. Before joining WCC, he served in several roles at Wilkes Community College in Wilkesboro, NC, including senior vice president of instruction, vice president of instruction and student services, institutional effectiveness officer, and counselor. He holds a doctorate in curriculum and instruction from the University of North Carolina-Greensboro, a master's in clinical psychology from Western Carolina University, bachelor's degree from North Carolina State University, and an associate degree from Lees McRae college.

David Matlock serves as Agency Head and Executive Director of the Southwest Virginia Higher Education Center. He served Virginia Highlands Community College for 25 years in the roles of Vice President, Dean of Students and as a counselor. Mr. Matlock earned his B.S. in business administration from Southern Illinois University and his Masters in counseling from East Tennessee State University.

Dr. David Scott became superintendent of Bristol City Schools in August of 2023. He previously served as the assistant superintendent of operations for Henry County Public Schools. He has nearly 20 years of experience in the field of education holding various positions such as director of student support

services, principal, assistant principal, and teacher. He holds a Doctorate of Educational Leadership and Policy Studies from Virginia Tech, a master's in administration and supervision from the University of Virginia, and a B.A. in English from James Madison University.

Dr. Dennis Carter is superintendent for Smyth County Public Schools. Dr. Carter is a life-long educator in Smyth County. He began his career as a special education instructional assistant and has been promoted through the ranks to special education teacher, assistant principal, principal, director of curriculum of instruction, assistant superintendent, and has served as superintendent since 2017.

He shares his expertise with others as an adjunct instructor of education for Virginia Tech, the University of Virginia, and Emory and Henry College. He has a bachelor's degree in Interdisciplinary English from Emory and Henry College, a Special Education certificate from UVA, and a doctorate degree in Educational Leadership and Policy Studies from Virginia Tech, with a concentration in school improvement and turnaround.

Dr. Keith Perrigan is in his first year as superintendent of Washington County Public Schools. He has served in the same role in Norton City Schools and Bristol Virginia Public Schools. Dr. Perrigan is a voice for public education in Southwest Virginia through his position as founder and President of the Coalition of Small and Rural Schools of Virginia. Keith Perrigan was named Region VII Superintendent of the Year in 2022. Dr. Perrigan holds a doctorate degree from Virginia Tech, a master's degree from Radford University and a bachelor's degree from University of Virginia's College at Wise.

Dr. Wesley Poole is superintendent for Wythe County Public Schools. He has served Wythe County Public Schools as a paraprofessional, classroom teacher, building principal, division-level director, assistant superintendent before becoming superintendent. He holds a doctorate degree from Virginia Tech, a master's degree and a B.S from Radford University, and an associate degree from Wytheville Community College.

Dr. Michael Robinson is the Director of A. Linwood Holton Governor's School. He holds a B.S. in mathematics education from Louisiana Tech University, a Master of Arts degree from Louisiana Tech University, and a Ph. D. in Administration and Supervision from the University of Virginia. He has previously served as superintendent and assistant superintendent of Smyth County Public Schools, Assistant Superintendent, middle school principal, and high school assistant principal in Orange County Public Schools, and was a high school assistant principal and math teacher in Charlottesville City Schools.

The school leadership team (non-voting members of the Governing Board):

Mr. Dante Lee is the Executive Director of the Healthcare Excellence Academy Lab School. He retired from Wythe County Public Schools in 2020 and began working part-time with Bristol Virginia Public Schools as the Director of Capital Projects. He has thirty-three years of experience in public education with fifteen of those in school administration. He has also served as an adjunct professor for the University of Virginia's College at Wise since 2009. Mr. Lee was elected as the Chairman of the Virginia High School League in the 2011-2012 school year. He holds a Master's Degree and an Education Specialist Degree in Administration and Supervision from Lincoln Memorial University and a Bachelor's Degree in Special Education from Marshall University. Mr. Lee is a non-voting member of the Governing Board.

Mr. Michael Davidson is the Assistant Director of the Healthcare Excellence Academy Lab School. He served thirty-seven years in public education, with twenty of those years in school administration, before retiring in October of 2023. He has served as President of the Virginia Association of Secondary School Principals, an Executive Committee representative for the Virginia High School League, President of the Marion Morning Rotary Club, and has been a member of multiple boards. He holds a Master's Degree in Educational Leadership from Radford University and a Bachelor's Degree in History and Social Sciences from Emory and Henry College. Mr. Davidson is a non-voting member of the Governing Board.

2. A chart that clearly presents the school's organizational structure, including lines of authority and reporting between the governing board, staff, any related bodies such as advisory bodies or parent and teacher councils, the Board, and any external organizations that will play a role in managing the school.

See **APPENDIX A**

3. A clear description of the roles and responsibilities for the governing board, the school's leadership and management team, and any other entities shown in the organization chart. This includes a description of the functions, roles, and duties of the governing board and its proposed composition and bylaws. The description must detail the specific role of the governing board in the operation and oversight of the college partnership laboratory school.

The Southwest Virginia Healthcare Excellence Governing Board consists of ten members from the participating institutions of higher education and each participating school district. The Governing Board shall be responsible for the management and operation of the Lab School, providing instructional oversight, consulting and providing feedback on personnel actions, the disciplining of students in the Lab School in consultation with the partnering school divisions, and other operational functions. The executive director and the assistant director will serve as non-voting members of the Governing Board.

The Executive Director is responsible for providing administrative oversight for all aspects of the Lab School. The Executive Director will provide leadership for faculty, staff, and students consistent with the lab school bylaws, goals, policies, and procedures. The Executive Director will work collaboratively with the Chair of the board to develop quarterly agendas for each governing board meeting, provide information, and make recommendations concerning general administration, personnel management, fiscal management and any other duties as assigned by the board.

The Assistant Director provides administrative support and assistance to the Executive Director. The Assistant Director coordinates special events and performs a wide variety of administrative support activities to ensure the efficient and effective day-to-day operations of the program. The Governing Board has designated the Assistant Director to serve as a Clerk. The Clerk shall not be a voting member of the Governing Board. The Clerk shall keep the minutes of all meetings of the Governing Board, including the time and place, the names of those present, the actions taken, and the votes on such actions. These minutes shall be submitted to the Chair so that they may be presented for approval at the subsequent meeting. The Clerk shall have other duties as assigned by the Chair of the Governing Board.

The Executive Director and Assistant Director will work collaboratively with high school counselors, dual enrollment coordinators, and instructional leaders of all participating school divisions and institutions of higher learning. The directors will provide a list of potential dual enrollment, concurrent courses and healthcare pathways to all stakeholders.

The Southwest Virginia Healthcare Excellence Academy Lab School Bylaws are attached as **APPENDIX B**. This document addresses the purpose, roles of the Governing Board, committees, officers, dissolution and additional provisions.

4. A description of the governing board's relationship with the affiliated public or private institution of higher education and its Board of Visitors, any local school boards, parents, and community organizations.

The Southwest Virginia Healthcare Excellence Academy Lab School program is a collaborative partnership between the School of Health Sciences and School of Nursing from Emory and Henry College, the public school divisions of Smyth County, Wythe County, Washington County, and the City of Bristol, the Southwest Virginia Higher Education Center, the A. Linwood Holton Governor's School, Virginia Highlands Community College and Wytheville Community College. Emory and Henry College will serve as the fiscal agent of the program. Each of the aforementioned partners have signed and agreed upon a

Memorandum of Understanding for this partnership. The MOU's are included in **APPENDIX C**.

The Executive Director of the Southwest Virginia Healthcare Excellence Academy Lab School has conducted zoom meetings with parents and students to provide information about the program. In addition, the Executive Director has attended Chamber of Commerce meetings or met with chamber presidents of each county or city, presented at other civic groups such as Rotary Clubs, the Smyth County Health Trust, etc.

An Advisory Committee is established to provide ongoing expertise, leadership and direction in the field of healthcare to best serve our students. This committee will be instrumental in assisting with ongoing evaluations of the SWVA-HEALS program and setting the direction for the future to help ensure that the SWVA-HEALS program is meeting the mission of addressing the shortages in the healthcare system. This Advisory Committee includes representatives from the regional healthcare community (healthcare administrators, providers, and employers) as well as representatives from key community organizations such as the Smyth County Community Foundation, Smyth County HealthTrust, Mount Rogers Health District, Wellspring Foundation, Highlands Community Services, and Mount Rogers Community Services. This Advisory Committee may also include representation from parents, local school boards, community college boards, civic organizations, etc.

V. *Management Structure:* The following components must be addressed:

1. A staffing chart for the school's first year and a staffing plan for the term of the contract.

See Attached Management Structure Chart - **APPENDIX D**

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

Emory and Henry College advertised and successfully hired the Director and Assistant Director of SWVA-HEALS with the support of each of the four school divisions who will have students served. Most teaching faculty in SWVA-HEALS will be current employees of Virginia Highlands Community College, Wytheville Community College, A. Linwood Holton Governor's School, and/or Emory and Henry College. These employees would have been hired, or will be hired, according to VCCS policy, Washington County Public Schools' policy, or the policy of Emory and Henry College. Other employees will be hired following best practices in the state hiring process which includes the broad posting of the position(s) and a rigorous search process to find diverse, qualified candidates, or following the hiring practices of Emory and Henry College.

3. A description of the academic/professional experience/qualifications of the college partnership laboratory school's leadership and proposed faculty who will teach at the school.

The SWVA-HEALS administration included a Director and Assistant Director who both hold current Post Graduate Professional licenses with endorsements in public school administration.

Dual Enrollment teachers may have high school endorsement and/or college credentialing. These teachers are credentialed by the college providing the credit. The college credential process follows SACSCOC. Our partner divisions delivering courses will all meet the same requirements.

4. An assurance that the applicant will meet the conditions in § 22.1-349.9 of the *Code of Virginia*, which states that “teachers who work in a college partnership laboratory school shall hold a license issued by the Board or, in the case of an instructor in the Board-approved teacher education program of the institution of higher education, be eligible to hold a Virginia teaching license. Teachers working in a college partnership laboratory school shall be subject to the requirements of §§ 22.1-296.1, 22.1-296.2, and 22.1-296.4 that are applicable to teachers employed by a local school board.”

~~All teaching faculty in SWVA HEALS will demonstrate the necessary qualifications to instruct in their discipline based on the guidance of SACSCOC and the Virginia Community College System. According to the VCCS policy manual, faculty teaching associate degree courses designed for transfer to a baccalaureate degree must have a doctoral or master's degree in the teaching discipline or master's degree with a concentration in the teaching discipline (a minimum of 18 graduate semester hours in the teaching discipline). The faculty qualifications are listed in APPENDIX E.~~

All teaching faculty in the SWVA-HEALS program will demonstrate the necessary qualifications to instruct in their discipline based on the guidance of SACSCOC and the Virginia Community College System (VCCS). According to the VCCS policy manual, faculty teaching associate degree courses designed for transfer to a baccalaureate degree must have a doctoral or master's degree in the teaching discipline or master's degree with a concentration in the teaching discipline (a minimum of 18 graduate semester hours in the teaching discipline). All teaching faculty will be shared with the A. Linwood Holton Governor's School, Wytheville Community College, and/or Virginia Highlands Community College, and these faculty members will be providing the SWVA-HEALS students dual enrollment instruction for credit. These same faculty members will also be providing dual enrollment courses outside of the program to other students for high school credit. The faculty currently instructs high school students who receive credits for high school graduation that are approved by the VDOE. All courses provided in the SWVA-HEALS will be dual enrollment or concurrent

enrollment courses. The current approval for faculty to teach dual enrollment for high school credit should apply to the SWVA-HEALS program. The faculty qualifications are listed in **APPENDIX E**.

5. The school's leadership and teacher employment policies, including performance evaluation plans. Such performance evaluation plans must be consistent with the policies of the institution of higher education.

All staff, including the leadership team, hired specifically to be included on the staff of the SWVA-HEALS program will be employees of Emory and Henry College. These staff members will be evaluated using the performance evaluation of the college. Teachers in the program will be evaluated with the evaluation process of the employing Community College, Emory and Henry College, or the employing institution. The administration of the SWVA-HEALS program will provide ongoing instructional feedback to the employing institutions and will be included as a part of the evaluation process, but ultimately, the institution where the employee is a full-time employee will have evaluation authority.

Each institution of higher education, Emory and Henry, Virginia Highlands Community College, and Wytheville Community College, have employment policies. These policies are provided to the employees at their hiring and are available online. Links to these documents are in **APPENDIX F**.

6. A plan that addresses the qualifications of the teachers and administrators at the college partnership laboratory school, including compliance with state law and regulations regarding Board licenses and endorsements. (*See § 22.1-349.9 of the Code of Virginia.*)

The administrators for the SWVA-HEALS program are employed by Emory and Henry College. These two members follow the policies in accordance with the human resources policies outlined by Emory and Henry College. The instructors for the program will be in compliance with the VCCS and SACSCOC regulations. Those policies are outlined in each institution's human resource policy.

7. A plan to provide high-quality professional development programs (*See § 22.1-253.13:5 of the Code of Virginia.*)

High-quality professional development will be provided for all staff members of the lab school team. Professional development will be a partnership between the partnering institutions and the SWVA-HEALS program. Faculty are expected to stay current in their discipline and will receive training relevant to discipline-specific content. Examples of professional development may include:

- Teaching early scholars

- Teaching students with diverse learning needs
- Trauma informed classrooms
- Active learning strategies
- Inclusive classrooms
- Student engagement strategies
- Emerging technologies
- Collaborative classrooms
- Experiential learning

Faculty and staff will participate in relevant professional development as identified by the director of SWVA-HEALS. The partnering institutions will continue to provide professional development.

Plans will be developed for the faculty of the SWVA-HEALS program to share classroom strategies and content with the faculty of the base high school teachers. This shared information should benefit all instructors and build support for the SWVA-HEALS program.

8. Provisions for the evaluation of staff at regular intervals.

All staff will be evaluated annually by the employing institution. While official performance evaluations will be conducted in accordance with the policies of Emory and Henry College, Virginia Highlands Community College, Wytheville Community College, and the four school divisions, ongoing feedback from the SWVA-HEALS administration will be provided. This includes formative, anecdotal, and formal feedback, with the goals of professional growth and ensuring student success.

9. Provisions for a human resource policy for the school that is consistent with state and federal law.

Emory and Henry College, Virginia Highlands Community College, Wytheville Community College, A. Linwood Holton Governor’s School, and each of the four school divisions are equal opportunity institutions providing educational opportunities, programs, services, and activities, and do not discriminate on the basis of race, color, religion, age, sex, national origin, disability status, genetics, protected veteran status, sexual orientation, gender identity or expression, or any other characteristic protected by federal, state, or local laws.

10. An explanation of any partnerships or contractual relationships central to the college partnership laboratory school’s operations or mission, including information regarding any partnerships with school divisions to provide educational or ancillary services. Contractual relationships include procuring the services of an education management organization, food services, transportation,

school health services, custodial services, and security services. (See § 22.1-349.3 C of the *Code of Virginia*.)

Southwest Virginia Healthcare Excellence Academy Lab School is a partnership between Emory and Henry College, Virginia Highlands Community College, Wytheville Community College, Southwest Virginia Higher Education Center, A. Linwood Holton Governor's School and the school divisions of Bristol City, Smyth County, Washington County and Wythe County. The relationship between the school divisions and the colleges is critical to student success and access. A Memorandum of Understanding (MOU) has been developed between Emory and Henry College and all partnering institutions. These MOUs are included in **APPENDIX C**.

Contractual relationships and established practices exist to provide ancillary services and are described below:

Daily food services will not be provided by the SWVA-HEALS program. ~~Food services will be provided by the four partnering school divisions in the manner that they are currently provided.~~ Food services will be provided to the SWVA-HEALS students by their base high school. SWVA-HEALS students will attend the program at one of the two SWVA-HEALS campus locations, the Southwest Virginia Higher Education Center or the Emory and Henry College of Health Science campus, for one-half of the school day. Students will start their day at their base high school and will be able to receive breakfast services. The students will return to their base high school and receive lunch food services. Students attending the SWVA-HEALS program will not be denied food services.

Transportation will be provided by the four partnering school divisions as stated and agreed upon in the planning grant application and in the Memorandum of Understanding signed by each division. The MOU's are included in **APPENDIX C**.

Health services are provided by the four partnering school divisions as are provided to all students enrolled in the public schools. These services are provided at the base high schools. This is stated in the signed MOU's for each school division. The SWVA-HEALS program will train staff members to administer medications that are needed while the students are in attendance at the SWVA-HEALS sites and storage of needed medications will be provided on the campuses of SWVA-HEALS. The training of SWVA-HEALS staff members will be in coordination of one of the partnering school divisions. SWVA-HEALS administrators will communicate with base school administrators, counselors, or school nurses as needed to ensure that all health needs are met. The MOU's are included in **APPENDIX C**.

Custodial services are provided by Emory and Henry College at the E&H Health Sciences campus and by the SWVA Higher Education Center on that campus.

These services are in place due to the facilities currently serving students and other programs.

Security services are in place at both the E&H Health Sciences campus and the SWVA Higher Education Center. Both campuses are patrolled by security personnel and safety procedures are established.

11. Notification to all school employees of the terms and conditions of employment.

The Executive Director, Assistant Director, Field Placement Coordinator, and the Classroom Facilitators will receive an appointment letter that outlines the terms and conditions of employment as outlined in the Human Resources Policy for Emory and Henry College. Adjunct faculty will receive an annual contract, or a semester contract provided by E&H, or one of the community colleges that outlines the terms and conditions of employment as outlined in the appropriate HR Policy.

Employee terms and policies are available to all SWVA-HEALS faculty and staff on the E&H website or the websites of the community colleges. These will be discussed during the employee orientation. A link to the employment policies of Emory and Henry College are included in **APPENDIX F**.

Teaching faculty are employed by either Virginia Highlands Community College or Wytheville Community College. Links to the employment policies of these two community colleges are included in **APPENDIX F**.

12. Information and materials indicating how parents, the community, and other stakeholders were involved in developing the application for the college partnership laboratory school. A description of how parental involvement will be used to support the educational needs of the students, the school's mission and philosophy, and its educational focus.

Input from the community, parents, and stakeholders is essential to the success of the SWVA-HEALS program. Community and stakeholder input was solicited from the healthcare community and the input demonstrated a need for healthcare careers in SWVA and this led to the creation of the SWVA-HEALS concept. This input created the career paths that will be available to the students and provided guidance in building the paths. Community leaders in all of the served counties have volunteered assistance in the development of the Lab School and have pledged support in the opportunities for the students to job shadow and serve in internship positions. This support is documented through the letters of support in **APPENDIX G**.

Parents have been integral in the development of the SWVA-HEALS program. Parents were involved in zoom sessions promoting the program which allowed for input and questions from each. Parents were involved in meetings with the Executive Director and students as the discussion centered on scheduling for students and what potential classes could be included. Meetings with school counselors and career coaches have been held to ensure that these educators are knowledgeable of the program and can share information with the students and parents as well. These staff members from the students' base high schools will often have a rapport with the students and parents and will be able to discuss the program and share ideas, questions and concerns with the SWVA-HEALS staff.

Communication with parents will be essential as the SWVA-HEALS program develops and grows. Orientations will be held, parent conferences scheduled, newsletters will be shared, and regular communication through email and social media will be established. The sharing of information will be important to develop relationships with the families of the SWVA-HEALS' students and these relationships may be used to gather information to better serve our students. Opportunities will be provided for parents to provide feedback, ask questions, and share ideas to support the program.

Information gathered from all stakeholders was used in the development of the SWVA-HEALS application. A link to the application is available on the SWVA-HEALS temporary website. The link is included in **APPENDIX O**.

13. Plans and timelines for student recruitment and an open enrollment process for any child who is a resident of the Commonwealth, including lottery procedures if sufficient space is unavailable. Please include a description of the lottery process to be used to determine school enrollment on a space-available basis and a time line for when the lottery process will begin for the first academic year of enrollment and when parents will be notified of the outcome of the lottery process. (*See § 22.1-349.3 of the Code of Virginia.*)

SWVA-HEALS administrators will begin the recruitment process while students are in middle school. Visits will be scheduled in all feeder middle schools during the spring of the academic year to meet with all eighth-grade students to provide information about the SWVA-HEALS program. SWVA-HEALS administrators will attend middle school parent meetings in the spring to share more detailed information about the program with interested students and their parents. SWVA-HEALS administrators will also visit each high school during the spring to meet with all ninth-grade students to again share information about the program and discuss scheduling strategies to prepare students for enrollment. ~~In August of each academic year, SWVA-HEALS administrators will meet with tenth grade students to promote the Lab School. Meetings will be scheduled for students and meetings allowing for parental involvement will be held in September.~~ Applications are posted on the SWVA-HEALS website and this information will be shared with

potential students. School counselors will be provided with this information and will provide daily announcements to the student body. Information will be posted on the websites of Emory and Henry College, Virginia Highlands Community College and Wytheville Community College. **Applications will be open during the month of April.** Student applications will be reviewed for eligibility and students will be notified **in May** of acceptance. If there are more eligible students than seats in either cohort (City of Bristol and Washington Co. form a cohort and Smyth Co. and Wythe Co. form a second cohort), a lottery system will be used to select students. **The lottery process will follow the guidance provided in the Virginia Board of Education Agenda Item Titled, “Best Practices on Administration of Lotteries for College Partnership Laboratory School Admissions.** The lottery process will be transparent to students, parents, **secondary partners, and college administrators.** ~~All eligible names from the division will be entered into a bowl. An administrator will select the names from the bowl. Students and parents will be invited to watch the process to ensure transparency.~~

If one cohort does not have enough eligible students to fill all of the seats, the other cohort will be provided with additional seats. This will be allowed until each cohort reaches maximum capacity based on facilities.

Students not admitted to the SWVA-HEALS program, or drawn in a lottery, will be added to a waitlist. The waitlist will be used in the event of an opportunity to add additional students. **This waitlist will be used to provide students a later admittance to the SWVA-HEALS program as enrollment fluctuates.**

14. Any enrollment-related policies and procedures that address special situations, such as the enrollment of siblings and children of faculty and founders and the enrollment of nonresident students, if applicable. Consistent with a college partnership laboratory school’s mission and purpose that may address special populations of students, the applicant must indicate how to ensure that community outreach has been undertaken so that special populations are aware of the formation of the college partnership laboratory school and that enrollment is open to all students residing in the Commonwealth. Pursuant to § 22.1-349.3 B of the Code of Virginia, enrollment in a college partnership laboratory school “shall be open through a lottery process on a space-available basis to any student who is deemed to reside within the Commonwealth. A waiting list shall be established if adequate space is not available to accommodate all students whose parents have requested to be entered in the lottery process. Such waiting list shall also be prioritized through a lottery process, and parents shall be informed of their student's position on the list.”

~~All students are welcome if they meet enrollment criteria and are seeking a career in a healthcare related field. SWVA-HEALS will not have a specific policy prohibiting the enrollment of siblings or children of faculty, staff, or founders of the program. A student who meets the dual enrollment requirements, is enrolled~~

in one of the participating school divisions, or is living in the attendance zones of the school divisions and receives schooling from an alternate school is eligible for enrollment.

Information about the SWVA-HEALS program will be circulated in early fall to the eleven local high schools. Visits to each high school will be made by the SWVA-HEALS Director and Assistant Director to meet with ninth and tenth grade students to promote the program and share the application process. Counselors, career coaches, dual enrollment coordinators will be aware of how students apply to the SWVA-HEALS program. School staff and/or SWVA-HEALS administration will be available to assist students in the application process.

Enrollment will be open to any student who is deemed to reside in the Commonwealth of Virginia, and is interested in a career in a healthcare related field. The SWVA-HEALS program will utilize a lottery system to determine accepted students when the demand of students exceeds the space available. The lottery process will follow the guidance provided in the Virginia Board of Education Agenda Item Titled, "Best Practices on Administration of Lotteries for College Partnership Laboratory School Admissions. The lottery process will be transparent to students, parents, secondary partners, and college administrators. SWVA-HEALS will not have a specific policy prohibiting the enrollment of siblings or children of faculty, staff, or founders of the program. Information about the SWVA-HEALS program, including general information, eligibility of students, the application process, and the acceptance process will be posted on the SWVA-HEALS website for all to access. This information may be posted on the websites of each of the partnering institutions.

Specific recruitment of students will focus on students who are enrolled in one of the four partnering school divisions. This will include students who live in the attendance zone of one of the partnering division but may receive schooling from an alternate school. Information about the SWVA-HEALS program will be circulated each spring to the eleven local high schools. Visits to each high school will be made by the SWVA-HEALS Director and Assistant Director to meet with ninth and tenth grade students to promote the program and share the application process. Counselors, career coaches, and dual enrollment coordinators will be aware of how students apply to the SWVA-HEALS program. School staff and/or SWVA-HEALS administration will be available to assist students in the application process.

Information sessions will be held for parents and students at various times to accommodate the availability of parents and students. These sessions may grow to include targeted student populations, for example ELL students, first-generation college students, etc., to encourage a broad student population.

All students meeting the admissions criteria are eligible for consideration to attend SWVA-HEALS. All students will be able to attend unless there are more

students than the program is able to accommodate. In such a case, a lottery will be used to determine which students will attend. A waitlist will be developed.

15. A model *Student Code of Conduct* policy that addresses student behavior, discipline, and participation in school activities. The plan should identify the role of teachers and administrators in discipline and mentoring. The plan must also identify disciplinary policies for special education students.

A draft copy of the Student Code of Conduct and a sample Disciplinary Referral is included in **APPENDIX H**.

The developed Student Code of Conduct provides the behavior expectations of the SWVA-HEALS students in the many areas in which they will be present during their time traveling to and from the SWVA-HEALS' campuses, and while on the campuses. This document includes specific expectations while the students are in environments that are different from what they experience at their base schools. The Student Code of Conduct provides for disciplinary action to be a joint effort between the SWVA-HEALS administration and the administration of the base high school. Any improper behaviors of students while travelling to or from the SWVA-HEALS campus or while attending class on the campus of SWVA-HEALS, shall be investigated and documented by the SWVA-HEALS administration. Any infractions will be shared with the base school administration and disciplinary actions shall be a collaborative decision. Disciplinary infractions that involve students with disabilities will be a collaborative effort among the SWVA-HEALS administration and the base high school administration. The student's IEP will be referenced, the disability of the student and/or any accommodations provided for the student will be considered prior to any determination of discipline. All federal and state laws will be followed in the process of disciplining of a student with a disability. Any disciplinary infractions shall be documented and the documentation provided to the base high school so that it may be included into the disciplinary record of the student and of the high school.

The Director of the SWVA-HEALS program has the authority to request for a student's dismissal from the SWVA-HEALS program in severe disciplinary situations. This request will be the last considered disciplinary action. Before a student is removed, a meeting will be convened with the student, parents, base high school administration, and the SWVA-HEALS Director. After providing the appropriate due process, a recommended disciplinary action shall be determined. Should a student be removed from the SWVA-HEALS program, he/she will return to the instructional program of the base high school.

16. A detailed school start-up plan that identifies tasks, timelines, and responsible individuals.

Table 8. SWVA-HEALS - Tasks, Timelines, and Responsible Individuals

Tasks	Responsible Individuals	Timeline
Submission of Interest Request to the Office of Secretary of Education	Representatives of Emory and Henry College supported by Smyth County Public Schools, VHCC, and WCC	August 3, 2022
Planning meetings including the expanded team of collaborating partners (SWVA Higher Ed. Center, Wythe Co. Public Schools, Washington Co. Public Schools, A. Linwood Holton Governors' School, and the City of Bristol Public Schools)	Representatives of Emory and Henry College supported by all partners	November 2022
Submitted the College Partnership Laboratory School Planning Grant Application to the VDOE.	Representatives of Emory and Henry College supported by all partners	December 22, 2022
Hired an Executive Director of the SWVA-HEALS program	Emory and Henry College Administration	July 2023
Submitted a proposed list of milestones, measures of success, and deliverables to the VDOE	Emory and Henry Administration and Executive Director	August 2023
Finalized admission procedures	Emory and Henry administration and Executive Director	August 2023
Student Recruitment	Executive Director/High Schools/School division central office staff	August 2023
SWVA-HEALS application submissions and promised Acceptance	Executive Director/representatives of the school divisions/community college staff/E&H administration	September 2023
SWVA-HEALS Governing Board meets/adopts the by-laws	Executive Director/Emory and Henry administration	October 10,2023
SWVA-HEALS adjusted schedules for students who have been promised acceptance to enroll in dual enrollment courses	Executive Director/Assistant Director/High School counselors/Community College counselors	October 2023

at the base high schools in the spring of 2024		
Southwest Virginia Healthcare Excellence Academy Lab School grant submitted to the VDOE	Emory and Henry administration and Executive Director	December 2023
Students with promised acceptance will begin online courses in anticipation of SWVA-HEALS beginning in the fall of 2024	Executive Director/High Schools	January 2024
Governing Board meets quarterly	Executive Director and Emory and Henry administration	2023-2024
SWVA-HEALS cohort begins in-person learning	Executive Director/Faculty	August 2024

17. A description of co-curricular and extracurricular programs and how these programs will be funded and delivered.

Students attending SWVA-HEALS will receive co-curricular learning opportunities via experiential learning placements and workshops provided for professional development and personal growth. Workshops will be training sessions and may include certifications or licensures in areas such as blood-borne pathogens, HIPAA, vital signs, professional expectations, advanced CPR, etc. SWVA-HEALS students will participate in visits to colleges and universities that provide healthcare programs.

Prospective students will be encouraged to participate in programs that have been or are being developed in the four school divisions. These Healthcare Excellence Programs are designed to introduce students to potential healthcare job opportunities and stimulate interest in healthcare careers. These programs were designed to assist in the recruiting process for the SWVA-HEALS program and are cooperative efforts of the four school divisions and the local Chambers of Commerce.

In addition to the co-curricular learning opportunities through SWVA-HEALS, students are encouraged to participate in extracurricular activities (sports, clubs, etc.) at their home high schools.

18. A general description of any operational incentives/partnerships that the college partnership laboratory school intends to have with school divisions to enhance both the

educational program of the college partnership laboratory school and the partnering school division(s).

All students will have the opportunity to earn dual enrollment credits that are transferable to Emory and Henry College or other transfer institutions. Students may use these credits to achieve an associates' degree through one of the partnering community colleges. Emory and Henry College has agreed to provide the SWVA-HEALS students who complete the program with preferential enrollment.

VI. *Financial and Operations Information:* The following components must be addressed:

1. A description of the college partnership laboratory school's financial plan and policies, including financial controls and audit requirements in accordance with generally accepted accounting principles.

Emory & Henry College is responsible for the preparation and fair presentation of the consolidated financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement. The college is responsible for understanding and complying with requirements of Title 2 U.S. Code of Federal regulations Part 200, Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance). Additionally, we have established, designed, implemented and maintained effective internal controls over compliance for federal and state programs that provide reasonable assurance we are managing federal and state awards in compliance with federal and state regulations. Audited financial statements are reported to the United States Department of Education and published accordingly.

2. Start-up and five-year budgets with clearly stated assumptions and information regarding projected revenues and expenditures.

The SWVA-HEALS budget is included in **APPENDIX I**.

Start-up Budget

Anatomage tables, Resuscitation Quality Improvement CPR equipment and licenses, and additional equipment for upgrades to simulation labs will allow SWVA-HEALS students to experience the most modern equipment and facilities available.

Implementation Grant – Personnel Expenses

The SWVA-HEALS program hired an Executive Director on July 17, 2023, to lead the initial development of the academic program and to establish the logistics and relationships for marketing and student recruiting. On October 9, 2023, the SWVA-HEALS hired an Assistant Director to assist in the development of the program and the implementation grant application. Once the SWVA-HEALS program is launched, the distance between the eleven high schools and the two higher education instructional campuses will require the need for two full-time administrators, one at each campus location. The salaries and benefits for these two administrative positions prior to the official launch of the program in AY 2024-2025 have been funded through the planning grant. The Director will report directly to the governing board and provide guidance and insight to the SWVA-HEALS faculty and staff in collaboration with the leadership of Emory and Henry College, Virginia Highlands Community College, Wytheville Community College and the four school divisions.

~~SWVA HEALS has hired an Executive Director to lead the development of the program and will remain in the position to lead the program. SWVA HEALS has also hired an Assistant Director to assist in the development and to assist the Executive Director when the program is established. The distance between the eleven high schools and the two campuses used for the SWVA HEALS students creates the need to have an administrator at each location. The Executive Director will report directly to the governing board and provide guidance and insight to the SWVA HEALS faculty and staff in collaboration with the leadership of Emory and Henry College, Virginia Highlands Community College, Wytheville Community College and the school divisions.~~

A Field Placement Coordinator will be hired to coordinate the field experiences of the SWVA-HEALS students. Students will be provided a job shadowing experience during their junior year (second year in the program) and an internship experience during their senior year (third year in the program). This Coordinator will be responsible for developing, connecting and evaluating these opportunities. Three Classroom Facilitators will be hired in part-time positions to assist in the supervision of students at each campus. **These classroom Facilitators will serve as Success Coaches and assist students to meet the challenges of the rigorous curriculum.**

~~The total cost for salary and benefits in year one is \$310,700 and this number adjusts with a 3% cost of living adjustment and additional needed benefits to \$319,007 in year two, \$327,563 in year three, \$336,376 in year four and \$345,453 in year five of the grant.~~

~~Faculty will be hired as adjunct faculty and will teach specific courses as needed. The faculty will be current staff at E&H, VHCC, WCC, and/or A. Linwood Holton Governor's School. These positions are included in the budget as tuition costs at each institution.~~

Adjunct faculty will be hired to teach specific HEALS courses as needed. The faculty will be current staff at E&H, VHCC, WCC, and/or the A. Linwood Holton Governor's School. These positions are included in the budget as tuition costs at each institution. Graduate healthcare students from each campus will be recruited to serve as professional mentors for the SWVA-HEALS students. These student mentors will be paid a stipend during the semester they work with the SWVA-HEALS students.

The total personnel costs for salary and benefits in year one is \$436,525, and this number adjusts with a 3% cost of living adjustment and additional needed benefits to \$484,408 in year two, \$496,008 in year three, \$507,951 in year four, and \$520,257 in year five of the grant.

~~SWVA HEALS is fortunate that the buildings and classroom/lab spaces are being provided as an in-kind donation to the program and this requires minimal efforts from the SWVA HEALS program.~~

Implementation Grant - Operational Expenses

Textbooks, instructional materials, and laboratory supplies are included in the annual budget and are calculated based on annual student enrollment. Professional attire is essential for the SWVA-HEALS students, especially during their field trips, career shadowing, and internship experiences. This expense is included in the budget to provide uniformity for the students in efforts to assist our student who are economically disadvantaged. This budget line provides each student a branded sweatshirt and polo shirt, as well as clinical scrubs, a lanyard, and an ID badge.

~~Textbooks and materials are provided and the costs increase as the additional students enroll in the program. Professional dress is essential for the students and this is included in the budget to provide uniformity for the students in efforts to assist our students who are economically disadvantaged.~~

Experiential learning is a key component of the SWVA-HEALS experience. In efforts to assist our students in continuing their goals to enter the healthcare field, college visits are budgeted for all students to provide the students to have a vision beyond Southwest Virginia for an educational experience. Also, budgeted is a summer experience to participate in a Healthcare Careers Camp on the campus of Emory and Henry College. The two campuses of use are able to provide our students with simulation labs, cadaver labs, etc. that are ready for use. Also budgeted are instructional technology that will enhance the current available labs. Anatomage tables, Resuscitation Quality Improvement CPR equipment and licenses, and additional equipment for upgrades to simulation labs will allow SWVA-HEALS students to experience the most modern equipment and facilities available.

Instructional Costs for Dual Enrollment and Concurrent Enrollment

Dual enrollment and concurrent college courses will be provided through A. Linwood Holton Governor's School, Virginia Highlands Community College, and Wytheville Community College. These costs are projected based on the number of students enrolled in the SWVA-HEALS program and the number of credit hours taken each semester.

The projected enrollment annually for the SWVA-HEALS program is 150 students in the 10th, 11th, and 12th grade years. The projected enrollment for the SWVA-HEALS program is 100 students in Year One. The first year will see approximately 50 students in their junior year of high school start in-person learning while attending either the E&H Health Science campus or the campus of the SWVA Higher Education Center for one-half of the school day. An additional group of approximately 50 sophomore students will be provided online instruction as the students begin the SWVA-HEALS program experience. This first year enrollment of 100 students will expand to 150 students in Year Two of the grant, with approximately 50 students in each grade level (10th – 12th). The SWVA-HEALS program will offer in-person learning to 100 11th and 12th grade students at one of the two campuses. One third of the student population will be in the 10th grade and will begin their enrollment in the SWVA-HEALS program with virtual instruction. Year Two through Year Five will see the SWVA-HEALS program reach the projected enrollment of 150 students annually. The SWVA-HEALS five-year operational budget does not exceed the \$9,578 per pupil expenditures detailed in the Memorandum on Per-Pupil Funding of College Partnership Laboratory Schools provided to the College Partnership Laboratory School Standing Committee. The total enrollment for the designated 5-year grant timeframe is a total of approximately 700 students and the total operational budget for the same time period is \$5,716,298. Calculated into per pupil expenditures, this is \$8,306.78. This figure is well below the allowed \$9,578 per student.

In-Kind Support

The SWVA-HEALS program receives valuable in-kind support from its collaborative education partners. The facilities where the SWVA-HEALS students will attend class for in-person learning are provided at no cost to the program. These facilities include the use of two campuses, the Emory and Henry College Health Sciences campus in Marion, VA, and the Southwest Virginia Higher Education Center campus in Abingdon, VA. Each campus will provide classroom spaces, clinical skills labs, human anatomy labs, state-of-the-art simulation labs, student study areas, and access to other educational healthcare facilities. Both of these campuses have modern instructional technology and provide technology staff that will be available to assist the SWVA-HEALS staff and students. As mentioned above, a portion of the start-up funds will be used to add video conferencing equipment to two classrooms on each of the SWVA-

HEALS campuses. This added technology will link the two campuses to ensure consistency in instructional content. Additional in-kind support includes all utilities and technology infrastructure, as well as safety, maintenance, and custodial services. This in-kind donation is estimated at \$155,000 in one-time start-up costs, and an estimated annual cost for space and services of \$100,000.

The Operational Budget does not include transportation costs as these are provided to the SWVA-HEALS program as in-kind support from the four partnering school divisions. Transportation will be provided without cost to the SWVA-HEALS program. It is difficult to establish a dollar figure for this support as each partnering division has multiple high schools of varying distances and transportation will include travel between the two campuses as needed, field trips, etc.

3. Start-up and five-year cash flow projections with clearly stated assumptions and indications of short- and long-term sources of revenue.

The SWVA-HEALS budget is included in **APPENDIX I**.

~~The implementation grant will provide the needed funding for the five years of existence. This funding will combine with the in-kind funding that is provided by Emory and Henry College, the SWVA Higher Education Center, and the four partnering school divisions. The two campuses that will house SWVA HEALS students will provide classroom spaces, simulation labs, and access to other educational healthcare facilities. Both of these campuses have modern technology and the controlling body employs technology staff that will be available to assist SWVA HEALS administration and students. These state-of-the-art facilities are provided to the SWVA HEALS program at no cost. Transportation is provided by the school divisions and each has pledged support for other needs should they arise.~~

The College Partnership Laboratory School Grant will provide the needed funding to sustain the SWVA-HEALS program for the initial five years of existence.

The start-up funds will be used to enhance the facilities at both campuses and to purchase additional equipment to improve the instructional experience for the SWVA-HEALS students. The simulation equipment will provide the students opportunities to develop their knowledge and skills as they participate in real-world settings. The purchases that will be made for the SWVA Higher Education Center will complete a regional simulation lab that will provide the SWVA-HEALS students a state-of-the-art experience in many different aspects in the healthcare field. Purchases at the Emory and Henry College Health Science campus will include some upgrades in the numbers of equipment to allow more hands-on opportunities for SWVA-HEALS students. The start-up funds also include a car to assist SWVA-HEALS staff in traveling between the eleven high

schools, and a 10-passenger van to assist in transporting the SWVA-HEALS students to job shadowing/internship placements. It is not anticipated that there will be a need to carry these funds forward or be used to sustain the annual budget.

The funding from the Implementation Grant will combine with the in-kind funding that is provided by Emory and Henry College, the SWVA Higher Education Center, and the four partnering school divisions. The two campuses that will house SWVA-HEALS students will provide the necessary classroom spaces, simulation labs, video-conferencing technology, study spaces, and access to other educational healthcare facilities. Both of these campuses have modern technology and the controlling bodies employ technology staff that are pledged to provide support to the SWVA-HEALS staff and students at no cost. Rental costs of these spaces provided to the SWVA-HEALS program would be in excess of \$100,000 annually for the space based on the rental agreement per square foot, and including the housekeeping, marketing, maintenance, IT support, and security provided. Transportation is provided by the school divisions and each has pledged additional support for other needs should they arise. It is difficult to attach a price tag to this support in advance of the service but this transportation will include the daily transportation to the campuses, field trips, and any other transportation needs. It will include any transportation accommodations that are needed for students with special needs.

SWVA-HEALS per pupil funding through the Implementation Grant will entirely fund the program during the five-year period of the grant. During Year One the SWVA-HEALS program will serve 100 students and the per pupil funding will be \$9,501.25. This amount, combined with the in-kind funding, will fund the program. The remaining years of the five-year grant will see the per pupil funding decrease from the initial first year as the SWVA-HEALS program reaches full enrollment. With the enrollment at 150 students for Years Two through Five, the per pupil funding will be \$7,526.55 (Year Two), \$7,826.23 (Year Three), \$8,072.32 (Year Four), and finally \$8,349.37 (Year Five). This needed funding is covered in the request of SWVA-HEALS in each of the five years in the Implementation Grant. The total of the Implementation Grant is \$6,704,600 and this is an average of \$8,306.78 per pupil for the life of the grant. This number remains well below the limit established of \$9,578 per pupil funding by the State Board of Education.

Table 9. SWVA-HEALS – Per Pupil Funding

Grant Year	SWVA-HEALS Enrollment	Operational Budget Funds	Per Pupil Expenditure
Year 1 2024-2025	100 students	\$950,125	\$9,501.25
Year 2 2025-2026	150 students	\$1,128,983	\$7,526.55
Year 3 2026-2027	150 students	\$1,173,935	\$7,826.23
Year 4 2027-2028	150 students	\$1,210,849	\$8,072.32
Year 5 2028-2029	150 students	\$1,252,406	\$8,349.37
Total (5-year grant)	700 students	\$6,704,600	\$8,306.78

During the first five years of the SWVA-HEALS program, the SWVA-HEALS administration, Emory and Henry College, and all other partners will leverage their strong donor relations and community support to create sustainable funding for the program. Connections to Ballad Health and the newly created Ballad Academy in East Tennessee, will be utilized to help build sustainability. Plans are in place to lobby the General Assembly to seek per pupil funding for College Partnership Laboratory Schools. The SWVA-HEALS Advisory Board consists of leaders in SWVA in the healthcare industry and in philanthropy. These individuals will assist the SWVA-HEALS program in obtaining financial support from regional health legacy foundations, other medical providers, and an active grant writing effort.

As the lead institution in the Lab School, Emory and Henry College is committed to seeking additional external funding sources and the school division partners are committed to working with legislators to provide ideas in General Assembly sustainable funding utilizing Average Daily Membership (ADM) funds for each student who attends the SWVA HEALS program.

4. Evidence of anticipated fundraising contributions, if applicable.

Current plans do not include specific fundraising. Opportunities for additional grants and support from educational groups will be explored continuously. All partners are dedicated to the success of the program and have pledged ongoing support. Grants and donations will be explored through local educational foundations and organizations.

There are no current plans for specific fundraising. Opportunities for additional grants and support from educational groups will be explored continuously. Conversations have been held with the largest educational support groups in SWVA, including the Wellspring Foundation, Ballad Health Foundation, Smyth County Educational Foundation, and the Wythe-Bland Foundation. Support is prevalent for the SWVA-HEALS program and it is expected that financial support will be provided.

Ballad Health is in the process of establishing a healthcare academy in high schools in Northeast Tennessee using support from the Bloomberg Philanthropy. Plans include to spread this across the Ballad footprint which will include our four partnering school divisions. Conversations have begun to use this support, and our efforts in the creation of SWVA-HEALS, to establish an additional partnership. This would include financial support and additionally the sharing of resources and educational experiences.

SWVA-HEALS will be supported by an Advisory Board which will provide guidance in the development of relationships in the healthcare field assisting SWVA-HEALS with identifying job shadowing and internship opportunities, seeking expertise in healthcare fields, and the creation of financial partners. Members of this Advisory Board will include representatives of organizations who provide financial support for educational and healthcare programs, including the foundations listed previously.

All partners are dedicated to the success of the program and have pledged ongoing support. Grants and donations will be explored through local educational foundations and organizations. It is the decision of the SWVA-HEALS program that the program needs to be established and producing positive outcomes, and at that time the financial support will be detailed.

5. A description of the insurance coverage that the school will obtain. Types of insurance include general liability, health, and property.

The SWVA-HEALS program is not a stand-alone school. As the fiscal agent and lead institution for the Lab School, Emory and Henry College is insured as a private institution of higher education through Educational & Institutional Insurance Administrators, Inc. (EIIA). The current insurance coverage includes general liability, security risk management, cyber liability, and property. ~~Emory & Henry is currently in conversation with EIIA to determine whether an additional policy rider may be necessary for additional coverage of the SWVA HEALS students, faculty, and staff.~~ This insurance covers the E&H Health Sciences campus in Marion, the faculty, staff, and students employed by or enrolled in an E&H academic program, and students visiting the Health Sciences campus for E&H hosted educational activities.

Once the formal Lab School approval is obtained from the VDOE, the SWVA-HEALS program will purchase a self-insurance policy through VAcorp, the largest self-insurance risk pool for public entities and school divisions in the Commonwealth. Based on the quote received, this insurance policy will include the following coverages: property, general liability, automobile, educators, legal liability, crime, cyber risk, security risk management, and catastrophic student accident.

The instructional facilities that will be used for in-person instruction are currently used as instructional settings for healthcare students and meet the required general liability and property insurance requirements. Virginia Highlands Community College, Wytheville Community College, A. Linwood Holton Governor's School, and the Southwest Virginia Higher Education Center are state agencies and are insured as such. The four school divisions all have insurance coverage for their students that maintain coverage of the students in educational settings off campus. SWVA-HEALS has budgeted additional general liability insurance.

Emory & Henry will provide health insurance for all SWVA-HEALS faculty or staff that are employed by the College. Faculty and staff who are employed by one of the SWVA-HEALS partners will have their health insurance benefits provided by that organization.

6. A justification for each type of insurance coverage sought and evidence that the applicant has consulted with the affiliated public or private institution of higher education to ensure that the level of coverage is satisfactory.

~~Emory & Henry administration is currently in conversation with EIIA to determine whether an additional policy rider may be necessary for additional coverage of the SWVA-HEALS students, faculty, and staff. The recommendation from EIIA will then be shared with the SWVA-HEALS Governing Board.~~

Emory and Henry College has discussed the need for insurance for the Lab School with the current provider for the private college, Educational & Institutional Insurance Administrators, Inc. (EIIA). Discussion has been held with VAcorp, the largest self-insurance risk pool for public entities and school divisions in the Commonwealth. The combination of a private college and a public Lab School creates challenges but Emory and Henry is willing to provide the insurance coverage that is needed through the best provider for these circumstances. Based on the information provided by both insurance providers, Emory and Henry will purchase an insurance policy through VAcorp that will include: property, general liability, automobile, educators, legal liability, crime, cyber risk, security risk management, and catastrophic student accident. This policy will be purchased by Emory and Henry College as the primary fiscal agent but funded through the implementation grant.

7. A sound facilities plan, including backup or contingency plans. Facilities information includes (1) the provision of suitable instructional space; (2) provisions for library services; (3) provisions for the safe administration and storage of student records and medications; (4) information regarding compliance with building and fire codes and compliance with the federal Americans with Disabilities Act; (5) general information on emergency evacuation plans; (6) information regarding site location and preparation; (7) the structure of operation and maintenance services; and (8) financial arrangements for facilities, including

any lease arrangements with school divisions or other entities and whether debt will be incurred.

SWVA-HEALS students will be divided into two cohorts. The students from Bristol City and Washington County will attend classes at the Southwest Virginia Higher Education Center (SWVHEC) in Abingdon, VA. The SWVHEC provides classroom space, science labs, simulation labs, computer labs, and study spaces. The SWVHEC is located on the campus of VHCC and the students will have access to the facilities of the community college. This includes the use of library facilities. Virginia Highlands Community College and the SWVHEC are conveniently located just off Exit 14 of Interstate 81 and provide easy access to the students. Pictures are included in **APPENDIX J**.

The second cohort will include students from Smyth County and Wythe County. These students will attend SWVA-HEALS classes at the Emory and Henry Health Science campus in Marion, VA. The E&H Health Science building provides classroom space, seven clinical skills labs, a health sciences library, clinical simulation labs, and student study rooms. All of the classrooms and skills labs on the E&H Health Sciences campus are designed to seat up to 40 students. The lecture hall seats up to 96 students. The Smyth/Wythe cohort may also use classroom space at the Wayne C. Henderson building in Marion, VA. The Emory and Henry Health Science building is located off of Exit 45 or Exit 47 of Interstate 81. Pictures are included in **APPENDIX K**.

Student records applicable to SWVA-HEALS will be stored in the records room on the Health Sciences campus of Emory and Henry College. This is in accordance with the records storage for the E&H School of Health Sciences and School of Nursing students.

The base high school for each student will be responsible for the safe administration and storage of medication for students in the SWVA-HEALS program. An individualized care plan will be developed for any SWVA-HEALS student who needs regular medication during their learning time on one of the SWVA-HEALS campuses or at the healthcare related experiential sites. These plans will be developed in collaboration with the nurse from the base high school. Storage will be available to adequately store medication at both facilities for the students who need it during the learning time on the SWVA-HEALS' campuses.

All SWVA-HEALS sites are fully compliant and exceed all building and fire codes. Each is fully compliant with the federal Americans with Disabilities Act. Emergency evacuation routes are developed and posted. Emergency operation plans and evacuation routes for both campuses are included in **APPENDIX L**.

SWVA-HEALS will use two campus sites due to the distance between the eleven high schools served. Students from Smyth County and Wythe County will attend classes on the Emory and Henry College Health Science campus located in

Marion, VA. The students from the City of Bristol and Washington County will attend classes on the campus of the Southwest Virginia Higher Education Center located in Abingdon, VA. Both of these facilities are currently operational and house programs in the healthcare fields. Both sites are prepared to accept SWVA-HEALS students and do not need site preparation. Both facilities currently provide maintenance and custodial services. These services are included in the in-kind donations from each facility to the SWVA-HEALS program.

Students will complete the majority of their coursework at the SWVHEC or on the Emory and Henry Health Science campus. As detailed in the respective MOUs, the instructional facilities on the Southwest Virginia Higher Education Center and the E&H Health Sciences campuses are provided as in-kind support of the SWVA-HEALS program and do not involve lease arrangements or the incurrance of debt. The operation and maintenance of these facilities is managed by the SWVHEC and E&H staff. Financial arrangements with the school divisions regarding facilities and services are also detailed in the MOUs. These MOUs are in **APPENDIX C**.

8. A description of whether transportation services will be provided. If transportation is to be provided, please indicate whether the school will contract for transportation with the local education agency or another entity. Please indicate whether transportation will be provided to all students attending the school.

Transportation services to the SWVA-HEALS locations will be provided by the four partnering school divisions. Classes held on site at the SWVA-HEALS will begin after the start of the school days at each of the participating eleven high schools. Student transportation to their home schools each day will follow the accepted modes of transportation and students attending SWVA-HEALS on site will be returned to their home high schools before the end of the school day. Students will use their regular school transportation to travel home.

9. A description of transportation services for students with disabilities. (Section 22.1-221 A of the *Code of Virginia* states that “[e]ach disabled child enrolled in and attending a special education program provided by the school division pursuant to any of the provisions of § 22.1-216 or § 22.1-218 shall be entitled to transportation to and from such school or class at no cost if such transportation is necessary to enable such child to obtain the benefit of educational programs and opportunities.”)

~~Transportation services to the SWVA-HEALS locations will be provided by the four partnering school divisions. The four school divisions will provide any necessary transportation accommodations for their students.~~

Transportation services to the SWVA-HEALS locations will be provided by the four partnering school divisions and is provided for in the signed MOU's. This transportation is not limited to transporting the students to and from the SWVA-HEALS campus locations, but also includes transportation to and from educational opportunities such as field trips which may be during the SWVA-HEALS academic day or outside of the school day. Transportation services shall also include the transportation of students with disabilities. Transportation of a SWVA-HEALS student who has a disability shall be provided the same mode of transportation that is required of their base high school when developing the plan to transport the student to and from school. The MOU's are included in APPENDIX C.

The SWVA-HEALS Student Code of Conduct section on Transportation was amended to add the second paragraph below:

Transportation

SWVA-HEALS students shall follow the transportation expectations of their school divisions. All transportation issues shall be handled by the base high schools. School divisions will provide transportation to SWVA-HEALS campuses. Local school division policy shall determine whether permission will be granted for students to drive to SWVA-HEALS' campuses or to be passengers in other student's cars. School division buses shall be contracted for field experiences and transportation expectations shall be in effect.

Transportation shall be provided for any student with a disability in the manner that is required of the base high school. School divisions are responsible to ensure that all accommodations are provided for students with disabilities. The Student Code of Conduct is included in APPENDIX H.

10. A description of food service operations and all other significant operational or ancillary services to be provided.

~~Food service operations will not be provided by the SWVA-HEALS program. Students will receive food service in their home high schools.~~

Food services will not be provided directly by the SWVA-HEALS program. Food services will be provided to the SWVA-HEALS students by their base high school. SWVA-HEALS students will attend the program at one of the two SWVA-HEALS campus locations, the Southwest Virginia Higher Education Center or the Emory and Henry College of Health Science campus, for one-half of the school day. Students will start their school day at their base high school and will be able to receive breakfast services. The students will return to their base high school and receive lunch food services at the base high school. Students attending the SWVA-HEALS program will not be denied food services.

Each high school employs a school nurse. If a student becomes ill during the instructional time at the SWVA-HEALS program, the nurse at the base high school will be notified, and the student will see the nurse upon returning to the base high school. If a student is injured or becomes so ill that immediate medical attention is required, rescue services will be called to the site. Parents and the base high school administration will be notified immediately.

Security is provided at both campuses. A security guard is employed at the Emory and Henry Health Sciences campus and at the Higher Education Center. The Emory and Henry Health Sciences facilities is locked at all times and requires and ID badge to enter. The Higher Education Center has an information station at the front door which provides a check-in site.

VII. *Placement Plan:* The following components must be addressed:

1. Identification of a member of the school’s leadership who will serve as a single point of contact for all activities that may need to take place in order for the school to close, including but not limited to the transfer of students to another school, the management of student records, and the settlement of financial obligations. Please include contact’s name, title, email address, and phone number.

Dr. Lou Fincher
Senior Vice President and Dean of the School of Health Sciences, Emory and Henry College
lfincher@ehc.edu
276-944-6341

2. A notification process for parents/guardians of students attending the school and teachers and administrators of the termination or revocation of the contract.

Notification of the termination or revocation of the contract would not be taken lightly. Any notification of parents or guardians, teachers and staff would be accomplished by a face-to-face meeting. This meeting would be with the Executive Director and the Assistant Director and may include other partnering entities’ leadership. These meetings would provide a detailed plan for the educational future of the students.

3. A notification process to parents/guardians of students attending the college partnership laboratory school of alternative public school placements within a set time period from the date of termination or revocation of the contract.

Students would revert back to the standard programs of their home high school that are provided by the respective school divisions should the revocation of the contract terminate the SWVA-HEALS program.

4. Provisions for ensuring that student records are provided to the parent or guardian or another school identified by the parent or guardian within a set time period. If the student transfers to another school division, provisions for the transfer of the student's record to the school division to which the student transfers upon the request of that school division. (*See § 22.1-289 of the Code of Virginia*).

The student's secondary academic record lies with the school division where the student resides. Grades from the SWVA-HEALS program (community colleges, governor's school, etc.) are reported to the counseling office at the base high school each semester. The home high school has the responsibility to share records with parents as requested.

If a student transfers from the school to another school division outside of the four divisions served by the SWVA-HEALS program, the respective grades/transcripts/records will be sent as requested by the parents or receiving school district. High school transcripts are requested from the base high school. Should a student transfer from one high school to another that is included in the four divisions served by the SWVA-HEALS program, the student would be eligible to continue to participate in the program from the new high school.

5. A placement plan for school employees that details the level of assistance to be provided within a set period of time from the termination or revocation of the contract.

Employees will follow the existing termination/exiting policies and procedures in place at Emory and Henry College, Virginia Highlands Community College, or Wytheville Community College respectively. [Links for employee/faculty handbooks for each institution are included in APPENDIX F. The applicable policy for Virginia Highlands Community College is found in section 1.30. The applicable policy for Wytheville Community College is found on page 53.](#)

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

Close-out plans would follow the current agreements between Emory and Henry College, the two community colleges and the four school divisions as identified in the MOUs and the SWVA-HEALS By-Laws. [Article VIII of the SWVA-HEALS](#)

By-Laws defines the dissolution of SWVA-HEALS. This section details insolvency and voluntary dissolution. The By-Laws provide that “all assets of SWVA-HEALS, after satisfaction of all outstanding claims by creditors, will be distributed equitably to the funding sources by Emory and Henry College according to its policies.”

Facilities used by the SWVA-HEALS are provided as in-kind donations so that facilities would not require any closeouts. The spaces provided, and any equipment used at the facilities, would remain as property of the Health Sciences campus and of the Higher Education Center. All school records would be provided to the home high schools of the students. The SWVA-HEALS By-Laws are included in APPENDIX B. The MOU’s are included in APPENDIX C.

VIII. Other Assurances and Requirements: The following components should be addressed:

1. A description of the college partnership laboratory school’s policies and procedures for compliance with the federal *Family Educational Rights and Privacy Act* and records retention schedules consistent with guidance issued by the Library of Virginia.

Each of the partnering institutions have established policies and procedures for compliance with FERPA and records retention schedules issued by the Library of Virginia. ~~The SWVA-HEALS program will follow these policies. Records for SWVA-HEALS students will be maintained during their enrollment and will be returned to their home schools upon completion or termination of enrollment in the program.~~ The SWVA-HEALS program consists of public high school students and as a result the program will follow the K-12 FERPA policy of our school division partners. This policy is included in APPENDIX P. With public high school students in attendance, the SWVA-HEALS program will follow the records retention schedules issued by the Library of Virginia for public schools. This policy is included in APPENDIX Q.

2. Evidence that the proposed college partnership laboratory school programs, services, and activities will operate in accordance with all applicable federal and state laws and regulations, including the *Virginia Freedom of Information Act*.

~~SWVA-HEALS will be fully compliant with the Virginia Freedom of Information Act. Each of the partnering organizations has a policy to ensure compliance. These policies are included in APPENDIX M.~~

The enrollment of the SWVA-HEALS program will consist mostly of public high school students. SWVA-HEALS will follow the expectations of the K-12 public schools and comply with the Virginia Freedom of Information Act. The policies of our partnering school divisions are included in APPENDIX M.

3. A listing of all waivers to state regulations needed for the college partnership laboratory school at the time of its opening. This does not preclude a college partnership laboratory school from requesting additional waivers once the school is operational.

At the time of opening, SWVA-HEALS is not requesting any waivers to state regulations. This will be evaluated each semester/year as the school divisions may identify areas of difficulty for students to build schedules for the SWVA-HEALS program and their base high schools. The SWVA-HEALS program is committed to providing summer instruction for students through the community colleges to assist the students in meeting scheduling needs.

4. A description of any collaborative partnerships that may be made with public school divisions to enhance opportunities for all Virginia students, from preschool to postsecondary. An educational program provided to students enrolled in a public school division pursuant to a collaborative partnership between the college partnership laboratory school and the public school division shall be considered to be the educational program of the public school division for purposes of the SOA. (See § 22.1-349.3 G of the *Code of Virginia*.)

Currently, Virginia Highlands Community College partners with the City of Bristol Public Schools, Washington County Public Schools, and Northwood High School and Chilhowie High School from Smyth County Public Schools to provide academic programming for their students. Wytheville Community College partners with Marion Senior High School from Smyth County Public Schools, and all of the high schools in Wythe County Public Schools to provide academic programming opportunities for their students. Both of these established partnerships offer opportunities for students to take dual enrollment courses or college courses that may become transferable credits, certificates, or degrees in a variety of subjects. These programs are open to all qualified students. SWVA-HEALS will offer specialized pathways in the medical field combining dual enrollment courses, concurrent enrollment courses, and experiential learning opportunities.

5. A description of all agreements that the applicant may need in the contract with the Board related to the release of the college partnership laboratory school from state regulations, consistent with the requirements in § 22.1-349.3 B of the *Code of Virginia*, including the approval of an Individual School Accreditation Plan.

Section 22.1-349.4 of the *Code of Virginia* states that “[i]f the college partnership laboratory school application proposes a program to increase the educational opportunities for at-risk students, the Board of Education may approve an Individual School Accreditation Plan for the evaluation of the performance of the school.”

Not applicable

6. A description of how the applicant and members of the governing board will disclose any conflicts of interest, which would include a personal interest in any transactions involving the college partnership laboratory school, including information regarding the frequency with which such disclosures will be made. (See § 2.2-3114 of the *Code of Virginia*.)

The SWVA-HEALS Governing Board will adopt a policy to require any conflicts of interest from the governing board to be disclosed in a timely manner. A draft policy is included in **APPENDIX N**.

Members of the governing board and employees will be asked to complete an annual disclosure notice, as well as notify the board or Executive Director of potential conflicts of interest that emerge within a given year.

7. Conflict of interest disclosure(s) by the applicant and/or members of the governing board in the proposed school. This includes any relationships that parties may have with vendors performing services at the school.

There are no conflicts of interest that have been identified at this time.

Part C: Assurances

Assurances in the *Code of Virginia*: The assurances in the *Code of Virginia* represent the policies and procedures that must be developed and addressed in the application by the college partnership laboratory school to carry out the provisions of the law. By signing and submitting this application for a college partnership laboratory school, the applicant expressly assures the Board of the following:

1. No tuition will be charged to students attending the college partnership laboratory school, except as described in subsection E of § 22.1-349.3 of the *Code of Virginia*.
2. The school will be nonreligious in its admission policies, employment practices, instruction, and all other operations.

3. The proposed college partnership laboratory school programs, services, and activities will operate in accordance with all applicable federal and state laws and regulations (including the federal *Americans with Disabilities Act*, the federal *Individuals with Disabilities Education Improvement Act*, Section 504 of the federal *Rehabilitation Act of 1973*, and the *Virginia Freedom of Information Act*) and constitutional provisions prohibiting discrimination on the basis of disability, race, creed, color, gender, national origin, religion, ancestry, or need for special education services.
4. The applicant will take all actions necessary to enter into a contract with the Board no later than nine (9) months prior to the opening date of the college partnership laboratory school.
5. The school leadership of the college partnership laboratory school will be retained on contract no later than six (6) months prior to the opening date of the school.
6. An assurance that the applicant will meet the condition in § [22.1-349.9](#) of the *Code of Virginia*, which state that “teachers who work in a college partnership laboratory school

shall hold a license issued by the Board or, in the case of an instructor in the Board-approved teacher education program of the institution of higher education, be eligible to hold a Virginia teaching license. Teachers working in a college partnership laboratory school shall be subject to the requirements of §§ [22.1-296.1](#), [22.1-296.2](#), and [22.1-296.4](#) applicable to teachers employed by a local school board.”

7. All initial requests for waivers from the Board will be made no later than six (6) months prior to the opening date of the school. (This does not preclude a college partnership laboratory school from working with the local school board to request additional waivers once the school is operational.)
8. The applicant must assure knowledge of the *Virginia State and Local Government Conflict of Interest Act* (§ [2.2-3100 et seq.](#) of the *Code of Virginia*) and the *Virginia Public Procurement Act* (§ [2.2-4300 et seq.](#) of the *Code of Virginia*).

Assurances approved by the Virginia Board of Education: By signing and submitting this application for a college partnership laboratory school, the applicant expressly assures the Board of the following:

1. If this application is approved, the applicant will take all actions necessary to enter into a contract with the Board not later than nine (9) months prior to the opening date of the college partnership laboratory school.
2. If the application is approved, the leadership of the college partnership laboratory school will be retained on contract no later than six (6) months prior to the opening date of the school.
3. All initial requests for waivers from the Board will be made by the local school board, on behalf of the applicant, no later than six (6) months prior to the opening date of the school. (This does not preclude a college partnership laboratory school from working with the Board to request additional waivers once the school is operational.)
4. The applicant assures knowledge of the *Virginia State and Local Government Conflict of Interest Act* (§ [2.2-3100 et seq.](#) of the *Code of Virginia*) and the *Virginia Public Procurement Act* (§ [2.2-4300 et seq.](#) of the *Code of Virginia*).

Pursuant to the requirements, I hereby certify that to the best of my knowledge, the information in this application is correct; the applicant has addressed all application elements that pertain to the proposed college partnership laboratory school; and that the applicant understands and will comply with the assurances listed above.

Name of Authorized Official: Dr. John W. Wells

Title: President

Signature of Authorized Official: Refer to PDF Version

Date: 12/15/2024

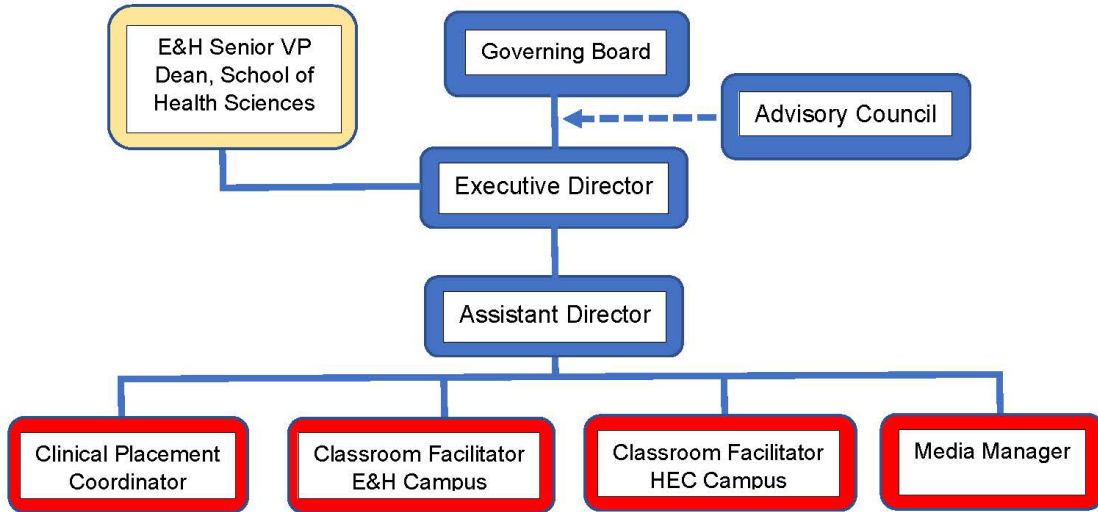
APPENDIX

APPENDIX A	Organizational Structure Chart
APPENDIX B	SWVA HEALS Bylaws
APPENDIX C	Memorandums of Understanding
APPENDIX D	Management Structure Chart
APPENDIX E	Faculty Qualifications
APPENDIX F	Employment Policies
APPENDIX G	Letters of Support
APPENDIX H	Student Code of Conduct
APPENDIX I	SWVA HEALS Budget
APPENDIX J	Southwest Virginia Higher Education Center Facilities
APPENDIX K	Emory and Henry College Health Sciences Campus Facilities
APPENDIX L	Emergency Operations Plans
APPENDIX M	Freedom of Information Act
APPENDIX N	Conflict of Interest Policy
APPENDIX O	SWVA HEALS Application
APPENDIX P	Family Educational Rights and Privacy Act
APPENDIX Q	Records Retention Schedule

APPENDIX A

ORGANIZATIONAL STRUCTURE CHART

SWVA-HEALS Organization Chart



APPENDIX B

SWVA HEALS BYLAWS

**SOUTHWEST VIRGINIA HEALTHCARE EXCELLENCE ACADEMY LAB
SCHOOL (SWVA-HEALS)
BYLAWS**

ARTICLE I NAME

Section 1. Name. The name of the Emory & Henry College Partnership Laboratory School shall be the Southwest Virginia Healthcare Excellence Academy (SWVA-HEALS).

Section 2. Location. The SWVA-HEALS program will operate out of the following physical locations:

- Emory & Henry College - Health Sciences Campus located at 565 Radio Hill Rd., Marion, VA 24354 (classrooms, clinical skills labs, clinical simulation labs)
- The Wayne C. Henderson School of Appalachian Arts located at 203 North Church Street, Marion, VA 24354 (classroom);
- Southwest Virginia Higher Education Center located at 1 Partnership Circle, Abingdon, VA 24210 (classrooms, clinical skills labs, clinical simulation labs)

The SWVA-HEALS will have an office at the E&H Health Sciences Campus in Marion, Virginia and at the Southwest Virginia Higher Education Center in Abingdon, Virginia.

Section 3. Purposes. The SWVA-HEALS is a College Partnership Laboratory School organized pursuant to the provisions of the Code of Virginia and the regulations and directives of the Virginia Board of Education and pursuant to a memorandum of agreement between Emory & Henry College and each of its collaborative partners, including the public school divisions of Smyth County, Wythe County, Washington County, and the City of Bristol, the Southwest Virginia Higher Education Center, the A. Linwood Holton Governor's School, Virginia Highlands Community College and Wytheville Community College (Partnering Institutions).

The overall goal of the SWVA-HEALS program is to increase the number of high school graduates from Southwest Virginia who become healthcare providers practicing in Southwest Virginia. The specific aims for achieving this goal include: (1) developing a sustainable academic pipeline for preparing future healthcare professionals to meet the workforce shortages in Southwest Virginia; and (2) preparing college- and career-ready students to pursue the required college degrees and professional credentials that lead to healthcare careers. The SWVA-HEALS program will provide a specialized focus on preparing students for healthcare careers, with a special emphasis on nursing and mental/behavioral health career pathways. The program's coursework and experiential opportunities will provide students with: (1) an increased awareness of the wide variety of healthcare settings and career opportunities, (2) an understanding of the 2-year, 4-year, and graduate post-secondary degree pathways associated with specific healthcare careers; (3) a strong foundation in the health-related sciences (i.e., anatomy and physiology, chemistry); (4) introductory healthcare skills to enhance their engagement in career

preparation; (5) real-world exposure to healthcare professions and professionals through clinical shadowing opportunities; (6) mentorship from college healthcare students from a wide variety of healthcare education programs including, but not limited to, nursing, mental health counseling, physical therapy, occupational therapy, physician assistants, and pharmacy; (7) an introduction to the common health issues and health disparities associated with the rural communities in Appalachia; (8) an understanding of and appreciation for the increased need for rural healthcare professionals; and (9) enhancement and application of 21st Century skills to college and career readiness in preparation for healthcare careers.

Section 4. Statute and Code. SWVA-HEALS shall operate in accordance with Code of Virginia 22.1-349.1 *et seq.*

Section 5. Non-discrimination. SWVA-HEALS shall not discriminate on the basis of race, religion, national origin, gender, disability or age in either the hiring or other employment practices of the school, in its admissions policies for students, or in its operational practices. Further, SWVA-HEALS shall be open to all qualified students in its authorized geographic area on a space available basis and it shall not discriminate in its admission policies or practices. SWVA-HEALS shall conduct all of its activities in accordance with all applicable local, state, and federal anti-discrimination laws.

ARTICLE II MEMBERS

Section 1. Non-membership SWVA-HEALS. SWVA-HEALS shall have no members.

ARTICLE III GOVERNING BOARD

Section 1. Members. The SWVA-HEALS Governing Board shall consist of ten (10) members; two shall be selected by Emory and Henry College and one shall be selected by each of the four Public School Divisions (typically the superintendent or his/her designee), the Southwest Virginia Higher Education Center (typically the Executive Director or his/her designee), A. Linwood Holton Governor's School (typically the Executive Director or his/her designee), and the two Community Colleges (typically the President or his/her designee). The Laboratory School Executive Director and Assistant Director will serve as non-voting members of the Governing Board. Members of the Governing Board shall have defined powers and duties for the conduct of the activities of the SWVA-HEALS. The defined powers and duties shall be outlined in the Memorandum of Agreement, Roles and Responsibilities, and the Bylaws of the SWVA-HEALS.

Section 2. Powers. The Governing Board shall have defined powers and authority in accordance with the agreed upon Roles and Responsibilities set forth in the application for the Lab School and to perform such lawful acts as it deems proper and appropriate to promote the objectives and purposes of the SWVA-HEALS. The Governing Board may, by general resolution or motion, delegate to committees of its own numbers such powers as it may see fit for specified periods of time.

Section 3. Term. Members of the Governing Board shall be appointed by Emory & Henry College and the Partnering Institutions, as provided in Section 1, for a two-year term to coincide with the fiscal year for the SWVA-HEALS (July 1 through June 30). No member shall be entitled to reappointment at the expiration of the annual term; however, either Emory & Henry College or the Partnering Institutions may reappoint members for an unlimited number of terms or service on the Governing Board.

Section 4. Resignations and Removal. A Governing Board member may resign by submitting his or her resignation in writing to the Chair of the Governing Board. A Governing Board member may be removed during an annual appointed term for just cause as prescribed by the Code of Virginia §24.2-230 through §24.2-238.

Section 5. Regular Meetings. Regular meetings of the Governing Board shall be held quarterly and at such other times as the Governing Board may, from time to time, determine. Timely public notice of all such meetings shall be provided as prescribed by the provisions of the Virginia Freedom of Information Act.

Section 6. Special Meeting. Special meetings and/or Emergency Meetings of the Governing Board for any purpose or purposes may be called at any time by the Chair of the Governing Board. Notice of the meeting shall specify the time and place of the meeting and shall comply in all respects with the notice requirements of the Virginia Freedom of Information Act.

Section 7. Public Meetings. All meetings of the Governing Board shall comply with the Virginia Freedom of Information Act. Notice of all meetings shall be in accordance with the Virginia Freedom of Information Act.

Section 8. Quorum. Six members of the Governing Board shall constitute a quorum for the transaction of business. When a quorum is present, a majority of the Governing Board present may take any action on behalf of the Board, except to the extent that a larger number is required by law or by these bylaws. Every act of a majority of the Governing Board present at a meeting duly held at which a quorum is present shall be regarded as the act of the Governing Board.

Section 9. Vacancies. A vacancy on the Governing Board shall be filled by the Partnering Institution incurring the vacancy.

Section 10. Compensation. Governing Board members receive no compensation for their services. With approval of the entity providing the funding, Governing Board members may be reimbursed for out-of-pocket expenses incurred on approved Governing Board business. Governing Board members must present receipts for all such expenses. All reimbursements will follow the policies and procedures of the entity providing the funding.

Section 11. Meeting Attendance. Governing Board members are expected to attend all Governing Board meetings. A member who is absent for more than three meetings a year, without sending a proxy, may be removed for cause by the Governing Board.

ARTICLE IV COMMITTEES

Section 1. Establishment. The Governing Board may appoint such standing committees and/or ad hoc committees as it determines necessary for the effective governance of the SWVA-HEALS.

Section 2. Standing Committees. Each standing committee shall have a charge specific to its permitted activities and such charges shall be incorporated into the school policy manual. The function of any committee so established shall be fact-finding, deliberative, and advisory to the Governing Board. Committees shall not have authority to take legislative or administrative actions, nor to adopt policies for the school. The Lab School Executive Director or designee shall be an ex officio member of each committee, except where his/her evaluation, tenure, or salary is to be deliberated. Each standing committee shall conduct its business according to the provisions of the Virginia Freedom of Information Act.

Section 3. Ad Hoc Committees. Each ad hoc committee shall have a charge specific to its permitted activities and that charge shall include the date on which the committee is to present its final report to the Governing Board and be dissolved. Members of ad hoc committees shall be drawn from Emory & Henry College and the partnering institutions, as well as parents, community members and other groups as may be deemed appropriate by the Governing Board.

Ad hoc committees shall be made up of no less than three and no more than ten members. Governing Board members shall not be eligible to serve on ad hoc committees except as ex-officio, non-voting members, because they have authority and responsibility to review and take action, if deemed appropriate, on the committee's recommendations. Each ad hoc committee shall conduct business according to the provisions of the Virginia Freedom of Information Act.

ARTICLE V OFFICERS

Section 1. Titles. The Officers of the Governing Board are a Chair and a Vice-Chair. The Governing Board may create such other officer positions as it deems necessary. Each officer position shall have its duties and responsibilities specified and included in these bylaws. No officer may hold more than one position simultaneously.

Section 2. Duties. Officers shall have the duties and responsibilities belonging to their office, including those that follow.

- a. The Chair shall be the designee of Emory & Henry College. The Chair shall be responsible, along with fellow Governing Board members, for the oversight of its business and affairs. The Chair shall preside at all meetings of

the Governing Board. The Chair shall have full and equal vote as accorded to all Governing Board members. The Chair may enter into and execute in the name of the SWVA-HEALS contracts or other instruments that are authorized by the Governing Board. The Chair shall have such other powers and duties as may be prescribed by the Governing Board or by these bylaws.

- b. The Vice-Chair shall be a designee from one of the four K-12 Public School Divisions. The Vice-Chair shall have such duties and responsibilities as may be delegated to him/her by the Chair. The Vice-Chair shall have full and equal vote as accorded to all Governing Board members. In the absence of the Chair, the Vice-Chair shall perform all the duties and shall have all the powers of the Chair, and when so acting, shall have all the responsibilities of and be subject to all the restrictions as fall upon the Chair, including presiding at meetings of the Governing Board. The Vice-Chair shall have such other powers and duties as may be prescribed by the Governing Board or by these bylaws.

- c. The Governing Board shall designate a Clerk. This will generally be the Assistant Director of the SWVA-HEALS. The Clerk shall not be a voting member of the Governing Board. The Clerk shall cause notices of all meetings to be served to all members of the Governing Board and the Director and shall keep or cause to be kept the minutes of the Governing Board, including the time and place, the names of those present, the actions taken, and the votes on such actions. The Clerk shall present the minutes of the previous meeting at the subsequent meeting to be voted on by the Governing Board and duly noted in the minutes of the instant meeting. The Clerk shall have other duties as assigned by the Governing Board or the Director.

ARTICLE VI FISCAL YEAR

Section 1. Fiscal Year. The fiscal year of the SWVA-HEALS will be July 1 to June 30.

ARTICLE VII AMENDMENTS TO BY-LAWS

Section 1. Amendments. The Governing Board shall recommend to E&H and all partnering institutions the making, amending, or repealing of the bylaws of the SWVA-HEALS, either in whole or in part. Appropriate consultation with E&H and the partnering institutions may be needed on some changes. The bylaws may be amended at any regular meeting of the Governing Board or any special meeting called for that purpose. Written notice stating the time and location of the regular meeting or special meeting must be given to all Governing Board members and to the public as required by the Virginia Freedom of Information Act; however, such notice under this section shall be provided not less than ten days prior to the meeting at which such change(s) shall be proposed and voted upon. Any recommendation regarding the bylaws shall require the approval by a majority vote of the membership of the Governing Board.

ARTICLE VIII DISSOLUTION

Section 1. Insolvency. If, at any time and for any reason, SWVA-HEALS becomes insolvent, all assets of SWVA-HEALS, after satisfaction of all outstanding claims by creditors, will be distributed equitably to the funding sources by Emory & Henry College according to its policies.

Section 2. Voluntary Dissolution. Should SWVA-HEALS choose to dissolve for reasons other than financial insolvency, all assets of SWVA-HEALS, after satisfaction of all outstanding claims by creditors and governmental grantors, will be distributed to the funding sources by Emory & Henry College according to its policies.

ARTICLE IX ADDITIONAL PROVISIONS

Section 1. Indemnification of Officers and Governing Board Members. Emory & Henry College, agrees to indemnify and hold harmless the members it appoints to the Governing Board to the extent provided by law and as set forth. The Partnering Institutions agree to indemnify and hold harmless the members it appoints to the Governing Board to the extent provided by law and as set forth below.

Emory & Henry College and the HEALS Partnering Institutions agree to indemnify and hold harmless its respective appointed Governing Board members from any and all demands, claims, damages, suits, actions, and legal proceedings brought against the Governing Board and/or its members, in their individual or official capacity, as members of the Governing Board for any incident or any activity arising out of and within the scope of the member's duties as a member provided that the actions related to such demands, claims, damages, suits, actions and legal proceedings were undertaken in good faith, in accordance with the law, and within the scope of the member's official authority.

Section 2. Insurance. Emory & Henry College and the HEALS Partnering Institutions shall procure liability insurance and other forms of insurance coverage as necessary and prudent to protect against possible claims or losses arising out of the operations of the HEALS program and which may be asserted against the Governing Board and its members, the HEALS program, and the respective employees of participating entities in the HEALS program.

Section 3. Audit. At the close of each fiscal year, the accounts of the HEALS program shall be audited by an independent auditor, who is either a Certified Public Accountant or a Registered Municipal Accountant, and who has expertise in accounting of tax-exempt organizations generally. The audit shall be done in compliance with Virginia statutes governing College Partnership Laboratory Schools and with all applicable state and federal laws.

These bylaws were adopted by the Healthcare Excellence Academy Laboratory School (HEALS) Governing Board at its meeting held on October 20, 2023 by a vote of 10 in favor and 0 in opposition.

APPENDIX C

MEMORANDUMS OF UNDERSTANDING

MEMORANDUM OF UNDERSTANDING
for the
SOUTHWEST VIRGINIA HEALTHCARE
EXCELLENCE ACADEMY LABORATORY SCHOOL

This Memorandum of Understanding (MOU or Agreement) is entered into this 7th day of December, 2023, by and between Emory & Henry College (E&H or College) and the Southwest Virginia Higher Education Center (HEC or Center) for the purpose of planning and establishing a College Partnership Laboratory School (CPLS or Lab School), pursuant to the aims and objectives of the Virginia College Partnership Laboratory School Planning Grant (Grant) and in accordance with the statutory scheme for the establishment of a CPLS as provided for in Chapter 19.1 of the Code of Virginia (Virginia Code), entitled College partnership Laboratory Schools.

RECITALS

WHEREAS, E&H, a private institution of higher education, provides Bachelor's, Master's, and Doctoral degrees with a strong foundation in the liberal arts and an emphasis on career pathways and workforce development; and

WHEREAS, HEC, a public educational institution, was established with the goal of encouraging educational opportunities and developing agreements with Virginia's private institutions of higher education to provide instructional programs at the Center; and

WHEREAS, E&H and HEC desire to work cooperatively together and in collaboration with the Smyth County Public Schools, Wythe County Public Schools, Washington County Public Schools, Bristol Virginia Public Schools, A. Linwood Holton Governor's School, Wytheville Community College, and Virginia Highlands Community College (referred to hereafter as "**Partner Institutions**") to establish and operate a Lab School pursuant to the aims and objectives of the Grant (referred to hereafter as "**the Project**"); and

WHEREAS, E&H and HEC desire to enter an agreement to broadly set forth the respective responsibilities and intentions of each party as are necessary to successfully establish and operate the Project; and

NOW THEREFORE, in consideration of the foregoing recitals and mutual covenants and promises contained herein, the parties hereto mutually agree as follows the parties agree as follows:

I. COOPERATION AND RESPONSIBILITIES OF THE PARTIES

E&H and HEC will work together and collaboratively with the Partner Institutions to establish a Lab School, as defined in *Virginia Code* § 22.1-349.1, to be named Southwest Virginia Healthcare Excellence Academy Laboratory School (SWVA-HEALS).

A. E&H shall be responsible for:

1. Administration of the Lab School;
2. Hiring the Lab School Executive Director;
3. Annually evaluating the performance of the Lab School Executive Director in accordance with E&H policies and procedures using input from the Lab School Governing Board and the HEC;
4. Fiscal management and reporting of funds;
5. Auditing any funds that are spent by E&H in the process of operating the Lab School;
6. Providing health insurance and other benefits for E&H employees if employees qualify for such benefits;
7. Subcontracting with the HEC for the provisions of selected educational and operational services;
8. Compliance with all applicable federal and state laws and regulations and constitutional provisions;
9. Providing financial, technical, in-kind and/or other means of support for the Project and the Lab School;
10. Coordinating and overseeing the program evaluation of the Lab School;
11. Research oversight for all research activities of the Project and the Lab School;
12. Selecting two (2) Lab School Governing Board Members;
13. Facilitating effective communication between E&H and the HEC.
14. Compliance with building and fire codes and federal ADA in E&H instructional sites used by the Lab School; and
15. The safety and security of the students, staff, and visitors at E&H instructional sites used by the Lab School, through its administration, shall have the exclusive authority to remove or exclude any student, staff, or visitor of the Lab School who creates a disruption or threat to E&H, its employees, students, staff and/or visitors.
16. Maintaining for the duration of this Agreement, insurance against claims which may arise from or in connection with the administration of the Lab School and the actions of E&H, its agents, representatives, employees or subcontractors. Beginning on the Commencement Date and continuing during the Initial Term of the Agreement and any Renewals or extensions thereof, E&H, at E&H's expense, shall keep in force, with an insurance company with a current A.M. Best's rating of no less than A:VII, one which is authorized to transact business in Virginia, policies

to include: general liability insurance, workers compensation insurance, employment practice insurance, abuse and molestation insurance, auto insurance, property insurance, and directors and officers insurance. If E&H fails to maintain adequate coverage for the public Lab School, E&H will be financially responsible for any obligations that may result from the lack of coverage.

B. HEC shall be responsible for:

1. Providing financial, technical, in-kind, and/or other means of support for the Project and the Lab School;
2. Selecting one (1) Lab School Governing Board Member;
3. Facilitating effective communication between E&H and the HEC;
4. Contracting for all HEC teachers hired for the Lab School;
5. Providing health insurance and other benefits for HEC employees if the employees qualify for such benefits;
6. Contracting custodial services, security services, and other ancillary services necessary for Lab School instructional activities that occur on the HEC campus located at 1 Partnership Circle, Abingdon, Virginia;
7. Compliance with building and fire codes and federal ADA in HEC instructional sites used by the Lab School; and
8. The safety and security of the students, staff, and visitors at HEC instructional sites used by the Lab School, through its administration, shall have the exclusive authority to remove or exclude any student, staff, or visitor of the Lab School who creates a disruption or threat to HEC, its employees, students, staff and/or visitors.
9. Maintaining and providing proof of participation as a state agency of the Commonwealth of Virginia in the Commonwealth's Risk Management Plan. E&H and HEC acknowledge that HEC is an agency of the Commonwealth of Virginia and is afforded the protection of sovereign immunity under Virginia law.

C. The Governing Board of the Lab School shall be responsible for:

1. The management and operation of the Lab School as delegated by E&H, HEC, and all other Partner Institutions;
2. Consulting with E&H, HEC, and all other Partner Institutions on matters that relate to the Lab School;
3. Recommending and/or providing input on the hiring of Lab School staff to either E&H or HEC, with final authority for hiring resting with the entity that employs the staff;

4. Recommending and/or providing input related to personnel actions regarding Lab School staff, with final authority for all personnel actions resting with the entity that employs the staff;
5. Consulting with and providing feedback to E&H or HEC concerning the evaluation of staff hired by each entity, where appropriate; and
6. The discipline of students enrolled in the Lab School, in consultation with the Partner Institutions, and subject to the exclusive authority of partnering K-12 school division to remove or exclude any Lab School student who creates a disruption or threat to the Partner Institutions, its employees, students, staff, and/or visitors. All student discipline decisions will be subject to the student discipline policies and procedures adopted by the partnering K-12 school divisions except that the Governing Board shall operate as the "School Board" for purposes of those policies and procedures.

D. E&H and HEC jointly shall be responsible for:

1. Hiring and personnel actions related to the staff of the Lab School with E&H retaining the ultimate authority over personnel hired by E&H and HEC retaining the ultimate authority over personnel hired by HEC. Both entities may seek the input of the other in personnel matters of Lab School staff members;
2. Adhering to Commonwealth of Virginia licensure requirements of all administrative and teaching personnel;
3. Adhering to the Virginia Standards of Quality found under *Virginia Code* Chapter 13.2 and the specific Virginia Standards of Learning, *Virginia Code* § 22.1-253.13:1, and the Virginia Regulations Establishing Standards for Accrediting Public Schools in Virginia, 8VAC 20-131;
4. Through the Lab School Executive Director, evaluating and managing all staff that works at the Lab School; however, E&H will have the ultimate authority over all personnel actions involving E&H employees and HEC will have the ultimate authority over personnel actions involving HEC employees;
5. Adhering to respective human resources policies;
6. Developing the yearly operational budget;
7. Identifying and selecting representatives for any committees, councils, or advisory groups for the Project;
8. Providing innovative and high-quality professional development for the Lab School faculty and staff;
9. Facilitating effective communication between E&H and HEC;

10. Adhering to Virginia FOIA, to the extent it applies to the Lab School;
11. Adhering to FERPA and records retention schedules consistent with guidance issued by the Library of Virginia;
12. Adhering to all applicable federal and state laws and regulations;
13. Adhering to assurances as identified in the application to the Virginia Board of Education seeking approval of the Lab School;
14. Creating marketing and public communications to promote the Lab School;
15. Determining minimum and maximum enrollment per grade or class;
16. Planning student recruitment, lottery selection process and notification of lottery outcome; and
17. Seeking potential private, corporate and grant funding opportunities for educational programming, professional development, governance, and management of the Lab School.

II. GENERAL TERMS

A. Term and Termination.

The term of this MOU shall be one (1) year from the date of its execution by both parties. This MOU may be renewed as necessary with the mutual written agreement of the parties. This MOU may be terminated by either party by giving written notice to the other party ninety (90) days in advance of a specific termination date.

B. Costs.

Each party shall assume full responsibility for any expenses it incurs as a result of its participation in the Lab School pursuant to this MOU to the extent each party incurs expenditures not otherwise covered by the Lab School's budget and/or funding. The HEC and E&H shall be obligated to incur and be responsible for any such expenses only if and to the extent the HEC's and E&H's governing bodies appropriates sufficient funds for such expenses. E&H and the HEC agree that no fee shall be assessed for the use of the facilities and equipment of either party when such use has been specifically approved by the parties as a collaborative activity arising out of this MOU.

C. Confidentiality and Non-Disclosure.

E&H and the HEC agree that to the extent they have access or possession of information that constitutes an "education record" as defined by Family Educational Rights and Privacy Act (FERPA), of Lab School students attending instructional activities on the HEC campus, E&H and the HEC shall maintain the confidentiality of such information in strict compliance with the requirements and provisions of the FERPA and its regulations, the Individuals with

Disabilities in Education Act (IDEA) and its regulations, and any other applicable federal and state law.

To the extent either party is provided or has access to Lab Student's education records, each party will use the education records only for the purpose of fulfilling its duties under this agreement for the benefit of the Project, and will not share such data with or disclose it to any third party except as provided for in this agreement, required by law, or to the extent authorized under the law, such as through court process .

Given the requirements of the Project and Grant, pursuant to *Virginia Code* Chapter 19.1, documents created for the Project and Grant may be deemed public records as defined under the Virginia Freedom of Information Act (FOIA) and may be subject to protection and disclosure under the law.

D. Intellectual Property.

E&H and HEC agree to use their best efforts to report reasonably, promptly, and fully to each other Lab School results that may be capable of protection by patent, copyright, or trademark. As a general principal, any invention, improvement, discovery, or development arising from this MOU, whether or not subject to protection by patent, copyright, or trademark, which are made by employees of E&H shall belong to E&H and those made by employees of HEC shall belong to HEC. If, due to the collaborative nature of the Lab School, it is impossible to identify or separate the contributions of each part, title shall be negotiated in good faith.

E. Publicity.

The parties shall mutually agree in writing prior to the release of any news release, public announcement, advertisement, or other form of publicity in connection with this MOU and the Lab School.

F. Responsibility for Conduct.

E&H shall be responsible for the negligent acts or omissions of its agents and employees arising out of their performance of this MOU and the operation of the Lab School program and causing harm to persons and property, and including but not limited to civil rights claims alleging acts or omissions causing harm to constitutional and/or statutory rights whether federal or state, and E&H agrees to indemnify, hold harmless and defend HEC, its members, employees, and agents from and against claims, damages, losses, causes of action, suits, judgments and expenses, including but not limited to attorneys' fees arising out of or resulting from its performance on the Lab School program and its operation of the Lab School, to the extent caused in whole or part by the intentional or negligent acts or omissions of E&H, its officer, employees, agents and/or anyone whose acts for whom it may be liable.

G. Criminal Background Check.

E&H and HEC shall certify that none of its employees and/or agents, whether new or current, full-time or part-time, permanent or temporary, who will be present at Lab School locations or at any school-related events (i) have been convicted of a felony or any offense involving the sexual molestation, physical or sexual abuse or rape of a child; or (ii) currently are the subject of any such charges, complaints or pending investigations; or (iii) have been subject of a founded case of child abuse and neglect. All employees of the Lab School program shall be subject to the requirements of *Virginia Code §22.1-296.2* and Chapter 19.1.

H. Notices.

Notices and communications shall be made as follows:

Emory & Henry College	Southwest Virginia Higher Education Center
Michael Puglisi, Ph.D.	David N. Matlock
Provost and Executive Vice President	Executive Director
P.O. Box 947	1 Partnership Circle
Emory, VA 24527	P.O. Box 1987
Phone: (276) 944-6128	Abingdon, VA 24212
E-Mail: mpuglisi@ehc.edu	Phone: (276) 619-4305
	E-Mail: dmatlock@swcenter.edu

- I. Severability.** If any provision of this MOU is held to be illegal, invalid, or unenforceable under present or future laws in effect during the term of the MOU, the validity and/or enforceability of the remaining provisions of this MOU shall not be affected thereby.
- J. Waiver.** Any waiver of any provision hereof shall not be effective unless expressly made in writing and executed by the party to be charged. The failure of any party to insist on performance of any term or condition of this MOU shall not be construed as a waiver or relinquishment of any rights granted hereunder or of the future performance of any such term, covenant or condition, and the obligation of the parties with respect thereto shall continue in full force and effect.
- K. Force Majeure.** The performance of this MOU by either party shall be subject to force majeure, including but not limited to acts of God, fire, flood, natural disaster war or threat of war, acts or threats of terrorism, civil disorder, unauthorized strikes, governmental regulation or advisory, recognized health threats as determined by the World Health Organization, the Centers of Disease Control, or local government authority or health agencies (including but not limited to the health threats of COVID-19, H1N1, or similar infectious diseases), curtailment of transportation facilities, or other similar occurrence beyond the control of the parties, where any of those factors, circumstances, situations, or conditions or similar ones prevent, dissuade, unreasonably delay or make it illegal, impossible, inadvisable, or commercially impracticable to fully perform the terms of the MOU. The MOU may be cancelled by either party, without liability, damages, fees or penalty, and any unused deposits or amounts paid shall be refunded, for any one of more of the above reasons, by written notice to the other party.

L. **Sovereign Immunity.** HEC is an agency of the Commonwealth of Virginia and is afforded the protection of sovereign immunity under Virginia law. Any claims against HEC or the Commonwealth are subject to the requirements established under Virginia law and applicable statutes governing claims against the Commonwealth or its agencies. Notwithstanding any other provision, nothing in this Agreement shall be deemed to be or construed as a waiver of HEC's or the Commonwealth's sovereign immunity. To the extent any provision of this Agreement is prohibited by Virginia law, or is otherwise not authorized by Virginia law, due to HEC's status as an agency of the Commonwealth of Virginia, such provision shall be considered null and void.

M. **Entire Agreement.** This MOU contains all the terms and conditions agreed upon by the parties regarding the subject matter of the MOU and supersedes any prior agreements, releases, or stipulations, oral or written, and all other communication between the parties relating to such subject matter, except as may be provided for herein. This MOU may be amended only upon mutual written agreement of the parties.

N. **Effective Date.** This MOU shall be effective immediately upon the signature of all Parties hereto.

Each of the individuals signing below hereby represents and warrants that each has the full and complete authority to bind their respective entities to each and every term of this Agreement.

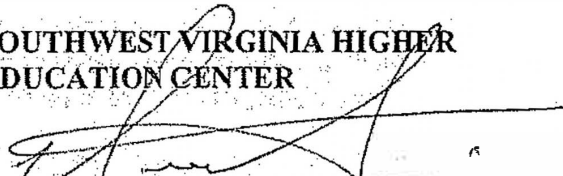
EMORY & HENRY COLLEGE



Dr. John W. Wells
President

DATE: 12/7/2023

SOUTHWEST VIRGINIA HIGHER
EDUCATION CENTER



David N. Matlock
Executive Director

DATE: 11-27-23

**MEMORANDUM OF
UNDERSTANDING**

This Memorandum of Understanding (MOU) is entered into this 7th day of April, 2023, by and between **Emory & Henry College (E&H)**, a private institution of higher education, and **Wytheville Community College**, a public community college within the Virginia Community College System, for the purpose of planning and establishing a College Partnership Laboratory School ("CPLS" or "Lab School"), pursuant to the aims and objectives of the Virginia College Partnership Laboratory School Planning Grant (the Grant) and in accordance with the statutory scheme for the establishment of a CPLS as provided for in the Virginia Code § 23.1-349.1 *et seq.*

Recitals

- A. **Whereas**, E&H and WCC desire to enter into this MOU, pursuant to which E&H and WCC agree to work cooperatively together and in collaboration with the Smyth County Public Schools, Wythe County Public Schools, Washington County Public Schools, Bristol Virginia Public Schools, A. Linwood Holton Governor's School, Virginia Highlands Community College, and Southwest Virginia Higher Education Center (referred to hereafter as "**Partner Institutions**") to establish and operate a Lab School pursuant to the aims and objectives of the Grant (referred to hereafter as "**the Project**"); and pursuant to the provisions of Virginia law and regulations; and
- B. **Whereas**, E&H and WCC desire to enter into this MOU to broadly set forth the respective responsibilities and intentions of each party as are necessary to successfully establish and operate the Project;
- C. **NOW THEREFORE**, the parties agree as follows:

Agreement

1. Cooperation and Responsibilities of the Parties.

E&H and WCC will work together and collaboratively with the Partner Institutions to establish a Lab School to be named Southwest Virginia Healthcare Excellence Academy Laboratory School (SWVA-HEALS) as defined in Virginia Code § 22.1-349.1

E&H shall be responsible for:

- Administration of the Lab School;
- Hiring the Lab School Executive Director;
- Annually evaluating the performance of the Lab School Executive Director in accordance

1

Southwest Virginia Healthcare Excellence Academy Laboratory School

with E&H policies and procedures using input from the Lab School Governing Board and WCC;

- Fiscal management and reporting of funds;
- Auditing any funds that are spent by E&H in the process of operating the Lab School;
- Providing health insurance and other benefits for E&H employees if employees qualify for such benefits;
- Subcontracting with WCC for the provisions of selected educational and operational services;
- Compliance with all applicable federal and state laws and regulations and constitutional provisions;
- Providing financial, technical, in-kind and/or other means of support for the Project and the Lab School;
- Coordinating and overseeing the program evaluation of the Lab School;
- Research oversight for all research activities of the Project and the Lab School;
- Selecting two (2) Lab School Governing Board Members;
- Facilitating effective communication between E&H and WCC.
- Compliance with building and fire codes and federal ADA in E&H instructional sites used by the Lab School;
- The safety and security of the students, staff, and visitors at E&H instructional sites used by the Lab School, through its administration, shall have the exclusive authority to remove or exclude any student, staff, or visitor of the Lab School who creates a disruption or threat to E&H, its employees, students, staff and/or visitors.

WCC shall be responsible for:

- Providing facility, technical, in-kind and/or other means of support for the Project and the Lab School;
- Selecting one (1) Lab School Governing Board Member;
- Facilitating effective communication between E&H and WCC;
- Contracting for all WCC teachers hired for the Lab School;
- Providing health insurance and other benefits for WCC employees if the employees qualify for such benefits;
- Contracting custodial services, security services, and other ancillary services necessary

for Lab School instructional activities that occur on the WCC site at the Henderson School located at 203 N. Church Street in Marion, Virginia;

- Compliance with building and fire codes and federal ADA in WCC instructional sites used by the Lab School;
- The safety and security of the students, staff, and visitors at WCC instructional sites used by the Lab School, through its administration shall have the exclusive authority to remove or exclude any student, staff, or visitor of the Lab School who creates a disruption or threat to WCC, its employees, students, staff and/or visitors.

The Governing Board of the Lab School shall be responsible for:

- The management and operation of the Lab School;
- Consulting with E&H, WCC, and all other Partner Institutions on matters that relate to the Lab School;
- Recommending and/or providing input on the hiring of Lab School staff to either E&H or WCC, with final authority for hiring resting with the entity that employs the staff;
- Recommending and/or providing input related to personnel actions regarding Lab School staff, with final authority for all personnel actions resting with the entity that employs the staff;
- Consulting with and providing feedback to E&H or WCC concerning the evaluation of staff hired by each entity, where appropriate;
- The discipline of students enrolled in the Lab School, in consultation with the Partner Institutions, and subject to the exclusive authority of partnering K-12 school division to remove or exclude any Lab School student who creates a disruption or threat to the Partner Institutions, its employees, students, staff, and/or visitors. All student discipline decisions will be subject to the student discipline policies and procedures adopted by the partnering K-12 school divisions except that the Governing Board shall operate as the "School Board" for purposes of those policies and procedures.

E&H and WCC jointly shall be responsible for:

- Hiring and personnel actions related to the staff of the Lab School with E&H retaining the ultimate authority over personnel hired by E&H and WCC retaining the ultimate authority over personnel hired by WCC. Both entities may seek the input of the other in personnel matters of Lab School staff members;
- Adhering to Commonwealth of Virginia licensure requirements of all administrative and teaching personnel;

- Adhering to the Virginia Standards of Quality (§ 22.1-253.13:1), the Virginia Standards of Learning (§ 22.1-253.13:1), and the Virginia Regulations Establishing Standards for Accrediting Schools in Virginia;
- Through the Lab School Executive Director, evaluating and managing all staff that works at the Lab School; however, E&H will have the ultimate authority over all personnel actions involving E&H employees and WCC will have the ultimate authority over personnel actions involving WCC employees;
- Adhering to respective human resources policies;
- Developing the yearly operational budget;
- Providing general liability, workers compensation, and property insurance for the Lab School. Any entity that fails to maintain adequate coverage for the public Lab School will be financially responsible for any obligations that may result from the lack of coverage;
- Identifying and selecting representatives for any committees, councils, or advisory groups for the Project;
- Providing innovative and high-quality professional development for the Lab School faculty and staff;
- Facilitating effective communication between E&H and WCC;
- Adhering to Virginia FOIA;
- Adhering to FERPA and records retention schedules consistent with guidance issued by the Library of Virginia;
- Adhering to all applicable federal and state laws and regulations;
- Adhering to assurances as identified in the application to the Virginia Board of Education seeking approval of the Lab School;
- Creating marketing and public communications to promote the Lab School;
- Determining minimum and maximum enrollment per grade or class;
- Planning student recruitment, lottery selection process and notification of lottery outcome;
- Seeking potential private, corporate and grant funding opportunities for educational programming, professional development, governance, and management of the Lab School.

2. Term and Termination.

The term of this MOU shall be one (1) year from the date of its execution by both parties. This MOU may be renewed as necessary with the written agreement of both parties. This MOU may be terminated by either party by giving written notice to the other party ninety (90) days in advance of

a specific termination date.

3. Costs.

Each party shall assume full responsibility for any expenses it incurs as a result of its participation in the Lab School pursuant to this MOU to the extent each party incurs expenditures not otherwise covered by the Lab School's budget and/or funding. WCC and E&H shall be obligated to incur and be responsible for any such expenses only if and to the extent WCC's and E&H's governing bodies appropriates sufficient funds for such expenses. E&H and WCC agree that no fee shall be assessed for the use of the facilities and equipment of either party when such use has been specifically approved by the parties as a collaborative activity arising out of this MOU.

4. Confidentiality and Non-Disclosure.

E&H and WCC acknowledge that each party will maintain and guarantee the confidentiality of information designated and clearly marked as proprietary to the other. E&H and WCC further agree that when applicable, to disclose education records of students in compliance with the Family Educational Rights and Privacy Act (FERPA) and maintain the confidentiality of such information in strict compliance with the requirements and provisions of the FERPA and its regulations, the Individuals with Disabilities in Education Act (IDEA) and its regulations, and applicable state law.

5. Intellectual Property.

E&H and WCC agree to use their best efforts to report reasonably, promptly and fully to each other Lab School results that may be capable of protection by patent, copyright, or trademark. As a general principal, any invention, improvement, discovery, or development arising from this MOU, whether or not subject to protection by patent, copyright, or trademark, which are made by employees of E&H shall belong to E&H and those made by employees of WCC shall belong to WCC. If, due to the collaborative nature of the Lab School, it is impossible to identify or separate the contributions of each part, title shall be negotiated in good faith.

6. Publicity.

The parties shall mutually agree in writing prior to the release of any news release, public announcement, advertisement or other form of publicity in connection with this MOU and the Lab School.

7. Responsibility for Conduct.

E&H shall be responsible for the negligent acts or omissions of its agents and employees arising out of their performance of this MOU and the operation of the Lab School program and causing harm to persons and property, and including but not limited to civil rights claims alleging acts or omissions causing harm to constitutional and/or statutory rights whether federal or state, and E&H agrees to indemnify, hold harmless and defend WCC, its members, employees, and agents from

and against claims, damages, losses, causes of action, suits, judgments and expenses, including but not limited to attorneys' fees arising out of or resulting from its performance on the Lab School program and its operation of the Lab School, to the extent caused in whole or part by the intentional or negligent acts or omissions of E&H, its officer, employees, agents and/or anyone whose acts for whom it may be liable.

8. Criminal Background Check.

E&H and WCC shall certify that none of its employees and/or agents, whether new or current, full-time or part-time, permanent or temporary, who will be present at Lab School locations or at any school-related events (i) have been convicted of a felony or any offense involving the sexual molestation, physical or sexual abuse or rape of a child; or (ii) currently are the subject of any such charges, complaints or pending investigations; or (iii) have been subject of a founded case of child abuse and neglect. All employees of the Lab School program shall be subject to the requirements of Virginia Code §22.1-296.2.

9. Modifications.

This Agreement can be modified or amended only by writing and signed by all parties.

10. Notices.

Notices and communications shall be made as follows:

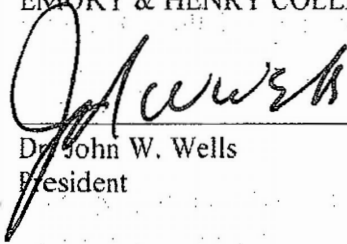
Emory & Henry College	Wytheville Community College
Michael Puglisi, Ph.D.	Dean Sprinkle, Ph.D.
Provost and Executive Vice President	President
P.O. Box 947	1000 East Main Street
Emory, VA 24527	Wytheville, VA
Phone: (276) 944-6128	Phone: (276) 223-4848
E-Mail: mpuglisi@ehc.edu	E-Mail: dsprinkle@wcc.vccs.edu

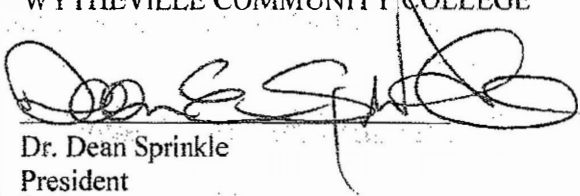
11. Effective Date.

This MOU shall be effective immediately upon the signature of all Parties hereto.

EMORY & HENRY COLLEGE

WYTHEVILLE COMMUNITY COLLEGE


 Dr. John W. Wells
 President


 Dr. Dean Sprinkle
 President

DATE: 12/7/2023

DATE: 4-7-23

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into this 7th day of December, 2023, by and between **Emory & Henry College (E&H)**, a private institution of higher education, and **Virginia Highlands Community College (VHCC)**, a public community college within the Virginia Community College System, for the purpose of planning and establishing a College Partnership Laboratory School (“CPLS” or “Lab School”), pursuant to the aims and objectives of the Virginia College Partnership Laboratory School Planning Grant (the Grant) and in accordance with the statutory scheme for the establishment of a CPLS as provided for in the Virginia Code § 23.1-349.1 *et seq.*

Recitals

- A. Whereas**, E&H and VHCC desire to enter into this MOU, pursuant to which E&H and VHCC agree to work cooperatively together and in collaboration with the Smyth County Public Schools, Wythe County Public Schools, Washington County Public Schools, Bristol Virginia Public Schools, A. Linwood Holton Governor’s School, Wytheville Community College, and Southwest Virginia Higher Education Center (referred to hereafter as “**Partner Institutions**”) to establish and operate a Lab School pursuant to the aims and objectives of the Grant (referred to hereafter as “**the Project**”); and pursuant to the provisions of Virginia law and regulations; and
- B. Whereas**, E&H and VHCC desire to enter into this MOU to broadly set forth the respective responsibilities and intentions of each party as are necessary to successfully establish and operate the Project;
- C. NOW THEREFORE**, the parties agree as follows:

Agreement

1. Cooperation and Responsibilities of the Parties.

E&H and VHCC will work together and collaboratively with the Partner Institutions to establish a Lab School to be named Southwest Virginia Healthcare Excellence Academy Laboratory School (SWVA-HEALS) as defined in Virginia Code § 22.1-349.1

E&H shall be responsible for:

- Administration of the Lab School;
- Hiring the Lab School Executive Director;
- Annually evaluating the performance of the Lab School Executive Director in accordance with E&H policies and procedures using input from the Lab School Governing Board

and VHCC;

- Fiscal management and reporting of funds;
- Auditing any funds that are spent by E&H in the process of operating the Lab School;
- Providing health insurance and other benefits for E&H employees if employees qualify for such benefits;
- Subcontracting with VHCC for the provisions of selected educational and operational services;
- Compliance with all applicable federal and state laws and regulations and constitutional provisions;
- Providing financial, technical, in-kind and/or other means of support for the Project and the Lab School;
- Coordinating and overseeing the program evaluation of the Lab School;
- Research oversight for all research activities of the Project and the Lab School;
- Selecting two (2) Lab School Governing Board Members;
- Facilitating effective communication between E&H and VHCC.
- Compliance with building and fire codes and federal ADA in E&H instructional sites used by the Lab School;
- The safety and security of the students, staff, and visitors at E&H instructional sites used by the Lab School, through its administration, shall have the exclusive authority to remove or exclude any student, staff, or visitor of the Lab School who creates a disruption or threat to E&H, its employees, students, staff and/or visitors.

VHCC shall be responsible for:

- Providing financial, technical, in-kind and/or other means of support for the Project and the Lab School;
- Selecting one (1) Lab School Governing Board Member;
- Facilitating effective communication between E&H and VHCC;
- Contracting for all VHCC teachers hired for the Lab School;
- Providing health insurance and other benefits for VHCC employees if the employees qualify for such benefits;
- Compliance with building and fire codes and federal ADA in VHCC instructional sites used by the Lab School;

- The safety and security of the students, staff, and visitors at VHCC instructional sites used by the Lab School, through its administration shall have the exclusive authority to remove or exclude any student, staff, or visitor of the Lab School who creates a disruption or threat to VHCC, its employees, students, staff and/or visitors.

The Governing Board of the Lab School shall be responsible for:

- The management and operation of the Lab School as delegated by E&H, VHCC, and all other Partner Institutions;
- Consulting with E&H, VHCC, and all other Partner Institutions on matters that relate to the Lab School;
- Recommending and/or providing input on the hiring of Lab School staff to either E&H or VHCC, with final authority for hiring resting with the entity that employs the staff;
- Recommending and/or providing input related to personnel actions regarding Lab School staff, with final authority for all personnel actions resting with the entity that employs the staff;
- Consulting with and providing feedback to E&H or VHCC concerning the evaluation of staff hired by each entity, where appropriate;
- The discipline of students enrolled in the Lab School, in consultation with the Partner Institutions, and subject to the exclusive authority of partnering K-12 school division to remove or exclude any Lab School student who creates a disruption or threat to the Partner Institutions, its employees, students, staff, and/or visitors. All student discipline decisions will be subject to the student discipline policies and procedures adopted by the partnering K-12 school divisions except that the Governing Board shall operate as the “School Board” for purposes of those policies and procedures.

E&H and VHCC jointly shall be responsible for:

- Hiring and personnel actions related to the staff of the Lab School with E&H retaining the ultimate authority over personnel hired by E&H and VHCC retaining the ultimate authority over personnel hired by VHCC. Both entities may seek the input of the other in personnel matters of Lab School staff members;
- Adhering to Commonwealth of Virginia licensure requirements of all administrative and teaching personnel;
- Adhering to the Virginia Standards of Quality (§ 22.1-253.13:1), the Virginia Standards of Learning (§ 22.1-253.13:1), and the Virginia Regulations Establishing Standards for Accrediting Schools in Virginia;

- Through the Lab School Executive Director, evaluating and managing all staff that works at the Lab School; however, E&H will have the ultimate authority over all personnel actions involving E&H employees and VHCC will have the ultimate authority over personnel actions involving VHCC employees;
- Adhering to respective human resources policies;
- Developing the yearly operational budget;
- Providing general liability, workers compensation, and property insurance for the Lab School. Any entity that fails to maintain adequate coverage for the public Lab School will be financially responsible for any obligations that may result from the lack of coverage;
- Identifying and selecting representatives for any committees, councils, or advisory groups for the Project;
- Providing innovative and high-quality professional development for the Lab School faculty and staff;
- Facilitating effective communication between E&H and VHCC;
- Adhering to Virginia FOIA;
- Adhering to FERPA and records retention schedules consistent with guidance issued by the Library of Virginia;
- Adhering to all applicable federal and state laws and regulations;
- Adhering to assurances as identified in the application to the Virginia Board of Education seeking approval of the Lab School;
- Creating marketing and public communications to promote the Lab School;
- Determining minimum and maximum enrollment per grade or class;
- Planning student recruitment, lottery selection process and notification of lottery outcome;
- Seeking potential private, corporate and grant funding opportunities for educational programming, professional development, governance, and management of the Lab School.

2. **Term and Termination.**

The term of this MOU shall be one (1) year from the date of its execution by both parties. This MOU may be renewed as necessary with the written agreement of both parties. This MOU may be terminated by either party by giving written notice to the other party ninety (90) days in advance of a specific termination date.

3. Costs.

Each party shall assume full responsibility for any expenses it incurs as a result of its participation in the Lab School pursuant to this MOU to the extent each party incurs expenditures not otherwise covered by the Lab School's budget and/or funding. VHCC and E&H shall be obligated to incur and be responsible for any such expenses only if and to the extent VHCC's and E&H's governing bodies appropriate sufficient funds for such expenses. E&H and VHCC agree that no fee shall be assessed for the use of the facilities and equipment of either party when such use has been specifically approved by the parties as a collaborative activity arising out of this MOU.

4. Confidentiality and Non-Disclosure.

E&H and VHCC acknowledge that each party will maintain and guarantee the confidentiality of information designated and clearly marked as proprietary to the other. E&H and VHCC further agrees that when applicable, to disclose education records of students in compliance with the Family Educational Rights and Privacy Act (FERPA), and shall maintain the confidentiality of such information in strict compliance with the requirements and provisions of the FERPA and its regulations, the Individuals with Disabilities in Education Act (IDEA) and its regulations, and applicable state law.

5. Intellectual Property.

E&H and VHCC agree to use their best efforts to report reasonably, promptly and fully to each other Lab School results that may be capable of protection by patent, copyright, or trademark. As a general principal, any invention, improvement, discovery, or development arising from this MOU, whether or not subject to protection by patent, copyright, or trademark, which are made by employees of E&H shall belong to E&H and those made by employees of VHCC shall belong to VHCC. If, due to the collaborative nature of the Lab School, it is impossible to identify or separate the contributions of each part, title shall be negotiated in good faith.

6. Publicity.

The parties shall mutually agree in writing prior to the release of any news release, public announcement, advertisement or other form of publicity in connection with this MOU and the Lab School.

7. Responsibility for Conduct.

E&H shall be responsible for the negligent acts or omissions of its agents and employees arising out of their performance of this MOU and the operation of the Lab School program and causing harm to persons and property, and including but not limited to civil rights claims alleging acts or omissions causing harm to constitutional and/or statutory rights whether federal or state, and E&H agrees to indemnify, hold harmless and defend VHCC, its members, employees, and agents from and against claims, damages, losses, causes of action, suits, judgments and expenses, including but

not limited to attorneys' fees arising out of or resulting from its performance on the Lab School program and its operation of the Lab School, to the extent caused in whole or part by the intentional or negligent acts or omissions of E&H, its officer, employees, agents and/or anyone whose acts for whom it may be liable.

8. Criminal Background Check.

E&H and VHCC shall certify that none of its employees and/or agents, whether new or current, full- time or part-time, permanent or temporary, who will be present at Lab School locations or at any school-related events (i) have been convicted of a felony or any offense involving the sexual molestation, physical or sexual abuse or rape of a child; or (ii) currently are the subject of any such charges, complaints or pending investigations; or (iii) have been subject of a founded case of child abuse and neglect. All employees of the Lab School program shall be subject to the requirements of Virginia Code §22.1-296.2.

9. Modifications.

This Agreement can be modified or amended only by writing and signed by all parties.

10. Notices.

Notices and communications shall be made as follows:

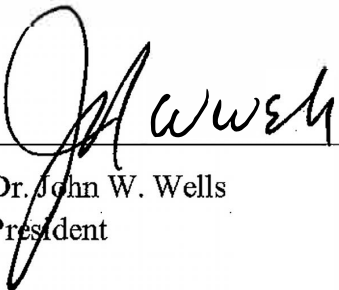
Emory & Henry College	Virginia Highlands Community College
Michael Puglisi, Ph.D.	Adam Hutchison, Ph.D.
Provost and Executive Vice President	President
P.O. Box 947	P.O. Box 828
Emory, VA 24527	Abingdon, VA 24212-0828
Phone: (276) 944-6128	Phone: 276-739-2421
E-Mail: mpuglisi@ehc.edu	E-Mail: ahutchison@vhcc.edu

11. Effective Date.


This MOU shall be effective immediately upon the signature of all Parties hereto.

EMORY & HENRY COLLEGE

VIRGINIA HIGHLANDS COMMUNITY COLLEGE



 Dr. John W. Wells
 President



 Dr. Adam Hutchison
 President

DATE: 12/7/2023

DATE: 08 NOV 2023

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into this ^{7th} ~~31st~~ day of ^{December} ~~August~~, 2023, by and between Emory & Henry College (E&H) and the A. Linwood Holton Governor's School (ALHGS) for the purpose of planning and establishing a College Partnership Laboratory School ("CPLS" or "Lab School"), pursuant to the aims and objectives of the Virginia College Partnership Laboratory School Planning Grant (the Grant) and in accordance with the statutory scheme for the establishment of a CPLS as provided for in the Virginia Code § 23.1-349.1 *et seq.*

Recitals

- A. **Whereas**, E&H and ALHGS desire to enter into this MOU, pursuant to which E&H and ALHGS agree to work cooperatively together and in collaboration with the Smyth County Public Schools, Wythe County Public Schools, Washington County Public Schools, Bristol Public Schools, Wytheville Community College, Virginia Highlands Community College, and Southwest Virginia Higher Education Center (referred to hereafter as "**Partner Institutions**") to establish and operate a Lab School pursuant to the aims and objectives of the Grant (referred to hereafter as "**the Project**"); and pursuant to the provisions of Virginia law and regulations; and
- B. **Whereas**, E&H and ALHGS desire to enter into this MOU to broadly set forth the respective responsibilities and intentions of each party as are necessary to successfully establish and operate the Project;
- C. **NOW THEREFORE**, the parties agree as follows:

Agreement

1. Cooperation and Responsibilities of the Parties.

E&H and ALHGS will work together and collaboratively with the Partner Institutions to establish a Lab School to be named Southwest Virginia Healthcare Excellence Academy Laboratory School (SWVA-HEALS) as defined in Virginia Code § 22.1-349.1

E&H shall be responsible for:

- Administration of the Lab School;
- Hiring the Lab School Executive Director;
- Annually evaluating the performance of the Lab School Executive Director in accordance with E&H policies and procedures using input from the Lab School Governing Board;

- Fiscal management and reporting of funds;
- Auditing any funds that are spent by E&H in the process of operating the Lab School;
- Providing health insurance and other benefits for E&H employees if employees qualify for such benefits;
- Subcontracting with ALHGS for the provisions of selected educational and operational services;
- Compliance with all applicable federal and state laws and regulations and constitutional provisions;
- Providing financial, technical, in-kind and/or other means of support for the Project and the Lab School;
- Coordinating and overseeing the program evaluation of the Lab School;
- Research oversight for all research activities of the Project and the Lab School;
- Selecting two (2) Lab School Governing Board Members;
- Facilitating effective communication between E&H and ALHGS.
- Compliance with building and fire codes and federal ADA in E&H instructional sites used by the Lab School;
- The safety and security of the students, staff, and visitors at E&H instructional sites used by the Lab School, through its administration, shall have the exclusive authority to remove or exclude any student, staff, or visitor of the Lab School who creates a disruption or threat to E&H, its employees, students, staff and/or visitors.

ALHGS shall be responsible for:

- Providing financial, instructional, technical, in-kind and/or other means of support for the Project and the Lab School;
- Selecting one (1) Lab School Governing Board Member;
- Facilitating effective communication between E&H and ALHGS;
- Contracting for all ALHGS teachers and teacher aides hired for the Lab School;
- Providing health insurance and other benefits for ALHGS employees if the employees qualify for such benefits;
- Contracting for special education and 504 services, if applicable, including but not limited to child study, evaluation, identification, providing instruction, developing IEPs and 504s, other IEP and 504 related services, and if needed conducting manifestation determination meetings, functional behavior assessments, and behavior intervention

plans;

- Contracting for ESOL services, if applicable; library services; food services; transportation services; school health services; custodial services; security services; and other ancillary services as provided to students enrolled in ALHGS schools;

The Governing Board of the Lab School shall be responsible for:

- The management and operation of the Lab School;
- Consulting with E&H, ALHGS, and all other Partner Institutions on matters that relate to the Lab School;
- Recommending and/or providing input on the hiring of Lab School staff to either E&H or ALHGS, with final authority for hiring resting with the entity that employs the staff;
- Recommending and/or providing input related to personnel actions regarding Lab School staff, with final authority for all personnel actions resting with the entity that employs the staff;
- Consulting with and providing feedback to E&H or ALHGS concerning the evaluation of staff hired by each entity, where appropriate;
- The discipline of students enrolled in the Lab School, in consultation with the Partner Institutions, and subject to the exclusive authority of partnering K-12 school division to remove or exclude any Lab School student who creates a disruption or threat to Partner Institutions, its employees, students, staff, and/or visitors. All student discipline decisions will be subject to the student discipline policies and procedures adopted by the partnering K-12 school division except that the Governing Board shall operate as the "School Board" for purposes of those policies and procedures.

E&H and ALHGS jointly shall be responsible for:

- Hiring and personnel actions related to the staff of the Lab School with E&H retaining the ultimate authority over personnel hired by E&H and ALHGS retaining the ultimate authority over personnel hired by ALHGS. Both entities may seek the input of the other in personnel matters of Lab School staff members;
- Adhering to Commonwealth of Virginia licensure requirements of all administrative and teaching personnel, or meet credentialing requirements of the higher education institution where credit for the course is being given;
- Adhering to the Virginia Standards of Quality (§ 22.1-253.13:1), the Virginia Standards of Learning (§ 22.1-253.13:1), and the Virginia Regulations Establishing Standards for

Accrediting Schools in Virginia;

- Through the Lab School Executive Director, evaluating and managing all staff that works at the Lab School; however, E&H will have the ultimate authority over all personnel actions involving E&H employees and ALHGS will have the ultimate authority over personnel actions involving ALHGS employees;
- Adhering to respective human resources policies;
- Developing the yearly operational budget;
- Providing general liability, workers compensation, and property insurance for the Lab School. Any entity that fails to maintain adequate coverage for the public Lab School will be financially responsible for any obligations that may result from the lack of coverage;
- Identifying and selecting representatives for any committees, councils, or advisory groups for the Project;
- Providing innovative and high-quality professional development for the Lab School faculty and staff;
- Facilitating effective communication between E&H and ALHGS;
- Adhering to Virginia FOIA;
- Adhering to FERPA;
- Complying with records retention schedules consistent with guidance issued by the Library of Virginia;
- Adhering to all applicable federal and state laws and regulations;
- Adhering to assurances as identified in the application to the Virginia Board of Education seeking approval of the Lab School;
- Creating marketing and public communications to promote the Lab School;
- Determining minimum and maximum enrollment per grade or class;
- Planning student recruitment, lottery selection process and notification of lottery outcome;
- Seeking potential private, corporate and grant funding opportunities for educational programming, professional development, governance, and management of the Lab School.

2. Term and Termination.

The term of this MOU shall be one (1) year from the date of its execution by both parties. This MOU may be renewed as necessary with the written agreement of both parties. This MOU may be terminated by either party by giving written notice to the other party ninety (90) days in advance of a specific termination date.

3. Costs.

Each party shall assume full responsibility for any expenses it incurs as a result of its participation in the Lab School pursuant to this MOU to the extent each party incurs expenditures not otherwise covered by the Lab School's budget and/or funding. ALHGS and E&H shall be obligated to incur and be responsible for any such expenses only if and to the extent ALHGS's and E&H's governing bodies appropriate sufficient funds for such expenses. E&H and ALHGS agree that no fee shall be assessed for the use of the facilities and equipment of either party when such use has been specifically approved by the parties as a collaborative activity arising out of this MOU.

4. Confidentiality and Non-Disclosure.

E&H and ALHGS acknowledge that each party will maintain and guarantee the confidentiality of information designated and clearly marked as proprietary to the other. E&H further agrees that to the extent it has access or possession of information that constitutes an "Educational Record" of students enrolled in the Smyth County Public Schools, E&H shall maintain the confidentiality of such information in strict compliance with the requirements and provisions of the Family Educational Rights and Privacy Act (FERPA) and its regulations, the Individuals with Disabilities in Education Act (IDEA) and its regulations, and applicable state law.

5. Intellectual Property.

E&H and ALHGS agree to use their best efforts to report reasonably, promptly and fully to each other Lab School results that may be capable of protection by patent, copyright, or trademark. As a general principal, any invention, improvement, discovery, or development arising from this MOU, whether or not subject to protection by patent, copyright, or trademark, which are made by employees of E&H shall belong to E&H and those made by employees of ALHGS shall belong to ALHGS. If, due to the collaborative nature of the Lab School, it is impossible to identify or separate the contributions of each part, title shall be negotiated in good faith.

6. Publicity.

The parties shall mutually agree in writing prior to the release of any news release, public announcement, advertisement or other form of publicity in connection with this MOU and the Lab School.

7. Responsibility for Conduct.

E&H shall be responsible for the negligent acts or omissions of its agents and employees arising out of their performance of this MOU and the operation of the Lab School program and causing harm to persons and property, and including but not limited to civil rights claims alleging acts or omissions causing harm to constitutional and/or statutory rights whether federal or state, and E&H agrees to indemnify, hold harmless and defend ALHGS, its members, employees, and agents from and against claims, damages, losses, causes of action, suits, judgments and expenses, including but

not limited to attorneys' fees arising out of or resulting from its performance on the Lab School program and its operation of the Lab School, to the extent caused in whole or part by the intentional or negligent acts or omissions of E&H, its officer, employees, agents and/or anyone whose acts for whom it may be liable.

8. Criminal Background Check.

E&H and ALHGS shall certify that none of its employees and/or agents, whether new or current, full-time or part-time, permanent or temporary, who will be present at Lab School locations or at any school-related events (i) have been convicted of a felony or any offense involving the sexual molestation, physical or sexual abuse or rape of a child; or (ii) currently are the subject of any such charges, complaints or pending investigations; or (iii) have been subject of a founded case of child abuse and neglect. All employees of the Lab School program shall be subject to the requirements of Virginia Code §22.1-296.2.

9. Modifications.

This Agreement can be modified or amended only by writing and signed by all parties.

10. Notices.

Notices and communications shall be made as follows:

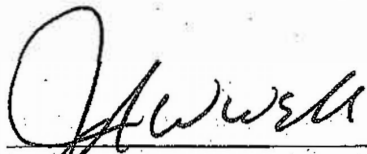
Emory & Henry College	A. Linwood Holton Governor's School
Michael Puglisi, Ph.D.	Michael M. Robinson, Ph.D.
Provost and Executive Vice President	Director
P.O. Box 947	P. O. Box 1987
Emory, VA 24527	Abingdon, VA 24212
Phone: (276) 944-6128	Phone: 276-619-4327
E-Mail: mpuglisi@ehc.edu	E-Mail: mrobinson@hgs.k12.va.us

11. Effective Date.


This MOU shall be effective immediately upon the signature of all Parties hereto.

EMORY & HENRY COLLEGE

A. LINWOOD HOLTON GOVERNOR'S SCHOOL



 Dr. John W. Wells
 President



 Dr. Mike Robinson
 Director

DATE: 12/7/2023

DATE: 8/31/23

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into this 7th day of December 2023, by and between **Emory & Henry College (E&H)**, a private institution of higher education, and the **Washington County Public Schools (WCPS)**, accredited by the Virginia Board of Education, for the purpose of planning and establishing a College Partnership Laboratory School ("CPLS" or "Lab School"), pursuant to the aims and objectives of the Virginia College Partnership Laboratory School Planning Grant (the Grant) and in accordance with the statutory scheme for the establishment of a CPLS as provided for in the Virginia Code § 23.1-349.1 *et seq.*

Recitals

- A. Whereas**, E&H and WCPS desire to enter into this MOU, pursuant to which E&H and WCPS agree to work cooperatively together and in collaboration with the Smyth County Public Schools, Wythe County Public Schools, Bristol Public Schools, A. Linwood Holton Governor's School, Wytheville Community College, Virginia Highlands Community College, and Southwest Virginia Higher Education Center (referred to hereafter as "**Partner Institutions**") to establish and operate a Lab School pursuant to the aims and objectives of the Grant (referred to hereafter as "**the Project**"); and pursuant to the provisions of Virginia law and regulations; and
- B. Whereas**, E&H and WCPS desire to enter into this MOU to broadly set forth the respective responsibilities and intentions of each party as are necessary to successfully establish and operate the Project;
- C. NOW THEREFORE**, the parties agree as follows:

Agreement

1. Cooperation and Responsibilities of the Parties.

E&H and WCPS will work together and collaboratively with the Partner Institutions to establish a Lab School to be named Southwest Virginia Healthcare Excellence Academy Laboratory School (SWVA-HEALS) as defined in Virginia Code § 22.1-349.1

E&H shall be responsible for:

- Administration of the Lab School;
- Hiring the Lab School Executive Director;
- Annually evaluating the performance of the Lab School Executive Director in accordance

with E&H policies and procedures using input from the Lab School Governing Board and WCPS;

- Fiscal management and reporting of funds;
- Auditing any funds that are spent by E&H in the process of operating the Lab School;
- Providing health insurance and other benefits for E&H employees if employees qualify for such benefits;
- Subcontracting with WCPS for the provisions of selected educational and operational services;
- Compliance with all applicable federal and state laws and regulations and constitutional provisions;
- Providing financial, technical, in-kind and/or other means of support for the Project and the Lab School;
- Coordinating and overseeing the program evaluation of the Lab School;
- Research oversight for all research activities of the Project and the Lab School;
- Selecting two (2) Lab School Governing Board Members;
- Facilitating effective communication between E&H and WCPS.
- Compliance with building and fire codes and federal ADA in E&H instructional sites used by the Lab School;
- The safety and security of the students, staff, and visitors at E&H instructional sites used by the Lab School, through its administration, shall have the exclusive authority to remove or exclude any student, staff, or visitor of the Lab School who creates a disruption or threat to E&H, its employees, students, staff and/or visitors.

WCPS shall be responsible for:

- Providing financial, technical, in-kind and/or other means of support for the Project and the Lab School;
- Selecting one (1) Lab School Governing Board Member;
- Facilitating effective communication between E&H and WCPS;
- Contracting for all WCPS teachers and teacher aides hired for the Lab School;
- Providing health insurance and other benefits for WCPS employees if the employees qualify for such benefits;
- Contracting for special education and 504 services including but not limited to child

study, evaluation, identification, providing instruction, developing IEPs and 504s, other IEP and 504 related services, and if needed conducting manifestation determination meetings, functional behavior assessments, and behavior intervention plans;

- Contracting for ESOL services, library services, food services, transportation services, school health services, custodial services, security services, and other ancillary services as provided to students enrolled in WCPS schools;

The Governing Board of the Lab School shall be responsible for:

- The management and operation of the Lab School as delegated by E&H, WCPS, and all other Partner Institutions;
- Consulting with E&H, WCPS, and all other Partner Institutions on matters that relate to the Lab School;
- Recommending and/or providing input on the hiring of Lab School staff to either E&H or WCPS, with final authority for hiring resting with the entity that employs the staff;
- Recommending and/or providing input related to personnel actions regarding Lab School staff, with final authority for all personnel actions resting with the entity that employs the staff;
- Consulting with and providing feedback to E&H or WCPS concerning the evaluation of staff hired by each entity, where appropriate;
- The discipline of students enrolled in the Lab School, in consultation with the Partner Institutions, and subject to the exclusive authority of partnering K-12 school division to remove or exclude any Lab School student who creates a disruption or threat to Partner Institutions, its employees, students, staff, and/or visitors. All student discipline decisions will be subject to the student discipline policies and procedures adopted by the partnering K-12 school division except that the Governing Board shall operate as the "School Board" for purposes of those policies and procedures.

E&H and WCPS jointly shall be responsible for:

- Hiring and personnel actions related to the staff of the Lab School with E&H retaining the ultimate authority over personnel hired by E&H and WCPS retaining the ultimate authority over personnel hired by WCPS. Both entities may seek the input of the other in personnel matters of Lab School staff members;
- Adhering to Commonwealth of Virginia licensure requirements of all administrative and teaching personnel;

- Adhering to the Virginia Standards of Quality (§ 22.1-253.13:1), the Virginia Standards of Learning (§ 22.1-253.13:1), and the Virginia Regulations Establishing Standards for Accrediting Schools in Virginia;
- Through the Lab School Executive Director, evaluating and managing all staff that works at the Lab School; however, E&H will have the ultimate authority over all personnel actions involving E&H employees and WCPS will have the ultimate authority over personnel actions involving WCPS employees;
- Adhering to respective human resources policies;
- Developing the yearly operational budget;
- Providing general liability, workers compensation, and property insurance for the Lab School. Any entity that fails to maintain adequate coverage for the public Lab School will be financially responsible for any obligations that may result from the lack of coverage;
- Identifying and selecting representatives for any committees, councils, or advisory groups for the Project;
- Providing innovative and high-quality professional development for the Lab School faculty and staff;
- Facilitating effective communication between E&H and WCPS;
- Adhering to Virginia FOIA;
- Adhering to FERPA and records retention schedules consistent with guidance issued by the Library of Virginia;
- Adhering to all applicable federal and state laws and regulations;
- Adhering to assurances as identified in the application to the Virginia Board of Education seeking approval of the Lab School;
- Creating marketing and public communications to promote the Lab School;
- Determining minimum and maximum enrollment per grade or class;
- Planning student recruitment, lottery selection process and notification of lottery outcome;
- Seeking potential private, corporate and grant funding opportunities for educational programming, professional development, governance, and management of the Lab School.

2. Term and Termination.

The term of this MOU shall be one (1) year from the date of its execution by both parties. This MOU may be renewed as necessary with the written agreement of both parties. This MOU may be terminated by either party by giving written notice to the other party ninety (90) days in advance of

a specific termination date.

3. Costs.

Each party shall assume full responsibility for any expenses it incurs as a result of its participation in the Lab School pursuant to this MOU to the extent each party incurs expenditures not otherwise covered by the Lab School's budget and/or funding. WCPS and E&H shall be obligated to incur and be responsible for any such expenses only if and to the extent WCPS's and E&H's governing bodies appropriates sufficient funds for such expenses. E&H and WCPS agree that no fee shall be assessed for the use of the facilities and equipment of either party when such use has been specifically approved by the parties as a collaborative activity arising out of this MOU.

4. Confidentiality and Non-Disclosure.

E&H and WCPS acknowledge that each party will maintain and guarantee the confidentiality of information designated and clearly marked as proprietary to the other. E&H further agrees that to the extent it has access or possession of information that constitutes an "Educational Record" of students enrolled in the Washington County Public Schools, E&H shall maintain the confidentiality of such information in strict compliance with the requirements and provisions of the Family Educational Rights and Privacy Act (FERPA) and its regulations, the Individuals with Disabilities in Education Act (IDEA) and its regulations, and applicable state law.

5. Intellectual Property.

E&H and WCPS agree to use their best efforts to report reasonably, promptly and fully to each other Lab School results that may be capable of protection by patent, copyright, or trademark. As a general principal, any invention, improvement, discovery, or development arising from this MOU, whether or not subject to protection by patent, copyright, or trademark, which are made by employees of E&H shall belong to E&H and those made by employees of WCPS shall belong to WCPS. If, due to the collaborative nature of the Lab School, it is impossible to identify or separate the contributions of each part, title shall be negotiated in good faith.

6. Publicity.

The parties shall mutually agree in writing prior to the release of any news release, public announcement, advertisement or other form of publicity in connection with this MOU and the Lab School.

7. Responsibility for Conduct.

E&H shall be responsible for the negligent acts or omissions of its agents and employees arising out of their performance of this MOU and the operation of the Lab School program and causing harm to persons and property, and including but not limited to civil rights claims alleging acts or omissions causing harm to constitutional and/or statutory rights whether federal or state, and E&H agrees to indemnify, hold harmless and defend WCPS, its members, employees, and agents from

and against claims, damages, losses, causes of action, suits, judgments and expenses, including but not limited to attorneys' fees arising out of or resulting from its performance on the Lab School program and its operation of the Lab School, to the extent caused in whole or part by the intentional or negligent acts or omissions of E&H, its officer, employees, agents and/or anyone whose acts for whom it may be liable.

8. Criminal Background Check.

E&H and WCPS shall certify that none of its employees and/or agents, whether new or current, full-time or part-time, permanent or temporary, who will be present at Lab School locations or at any school-related events (i) have been convicted of a felony or any offense involving the sexual molestation, physical or sexual abuse or rape of a child; or (ii) currently are the subject of any such charges, complaints or pending investigations; or (iii) have been subject of a founded case of child abuse and neglect. All employees of the Lab School program shall be subject to the requirements of Virginia Code §22.1-296.2.

9. Modifications.

This Agreement can be modified or amended only by writing and signed by all parties.

10. Notices.

Notices and communications shall be made as follows:

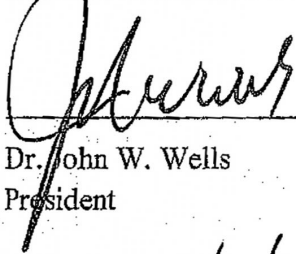
Emory & Henry College	Washington County Public Schools
Michael Puglisi, Ph.D.	Brian C. Ratliff, Ed.D.
Provost and Executive Vice President	Superintendent
P.O. Box 947	812 Thompson Drive
Emory, VA 24527	Abingdon, Virginia 24210
Phone: (276) 944-6128	Phone: 276-228-5411
E-Mail: mpuglisi@ehc.edu	E-Mail: bratliff@wcs.k12.va.us

11. Effective Date.

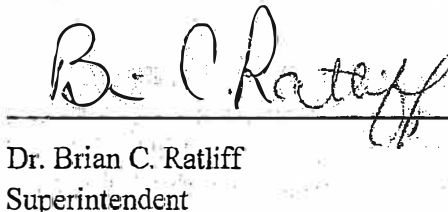
This MOU shall be effective immediately upon the signature of all Parties hereto.

EMORY & HENRY COLLEGE

WASHINGTON COUNTY PUBLIC SCHOOLS



 Dr. John W. Wells
 President



 Dr. Brian C. Ratliff
 Superintendent

DATE: 12/7/2023

DATE: 6/26/2023

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into this ~~27~~²⁷ day of ~~February~~^{December}, 2023, by and between Emory & Henry College (E&H), a private institution of higher education, and the Smyth County Public Schools (SCPS), accredited by the Virginia Board of Education, for the purpose of planning and establishing a College Partnership Laboratory School ("CPLS" or "Lab School"), pursuant to the aims and objectives of the Virginia College Partnership Laboratory School Planning Grant (the Grant) and in accordance with the statutory scheme for the establishment of a CPLS as provided for in the Virginia Code § 23.1-349.1 *et seq.*

Recitals

- A. Whereas, E&H and SCPS desire to enter into this MOU, pursuant to which E&H and SCPS agree to work cooperatively together and in collaboration with the Wythe County Public Schools, Washington County Public Schools, Bristol Public Schools, A. Linwood Holton Governor's School, Wytheville Community College, Virginia Highlands Community College, and Southwest Virginia Higher Education Center (referred to hereafter as "**Partner Institutions**") to establish and operate a Lab School pursuant to the aims and objectives of the Grant (referred to hereafter as "**the Project**"); and pursuant to the provisions of Virginia law and regulations; and
- B. Whereas, E&H and SCPS desire to enter into this MOU to broadly set forth the respective responsibilities and intentions of each party as are necessary to successfully establish and operate the Project;
- C. **NOW THEREFORE**, the parties agree as follows:

Agreement

1. Cooperation and Responsibilities of the Parties.

E&H and SCPS will work together and collaboratively with the Partner Institutions to establish a Lab School to be named Southwest Virginia Healthcare Excellence Academy Laboratory School (SWVA-HEALS) as defined in Virginia Code § 22.1-349.1

E&H shall be responsible for:

- Administration of the Lab School;
- Hiring the Lab School Executive Director;
- Annually evaluating the performance of the Lab School Executive Director in accordance

1

with E&H policies and procedures using input from the Lab School Governing Board and SCPS;

- Fiscal management and reporting of funds;
- Auditing any funds that are spent by E&H in the process of operating the Lab School;
- Providing health insurance and other benefits for E&H employees if employees qualify for such benefits;
- Subcontracting with SCPS for the provisions of selected educational and operational services;
- Compliance with all applicable federal and state laws and regulations and constitutional provisions;
- Providing financial, technical, in-kind and/or other means of support for the Project and the Lab School;
- Coordinating and overseeing the program evaluation of the Lab School;
- Research oversight for all research activities of the Project and the Lab School;
- Selecting two (2) Lab School Governing Board Members;
- Facilitating effective communication between E&H and SCPS.
- Compliance with building and fire codes and federal ADA in E&H instructional sites used by the Lab School;
- The safety and security of the students, staff, and visitors at E&H instructional sites used by the Lab School, through its administration, shall have the exclusive authority to remove or exclude any student, staff, or visitor of the Lab School who creates a disruption or threat to E&H, its employees, students, staff and/or visitors.

SCPS shall be responsible for:

- Providing financial, technical, in-kind and/or other means of support for the Project and the Lab School;
- Selecting one (1) Lab School Governing Board Member;
- Facilitating effective communication between E&H and SCPS;
- Contracting for all SCPS teachers and teacher aides hired for the Lab School;
- Providing health insurance and other benefits for SCPS employees if the employees qualify for such benefits;
- Contracting for special education and 504 services including but not limited to child

study, evaluation, identification, providing instruction, developing IEPs and 504s, other IEP and 504 related services, and if needed conducting manifestation determination meetings, functional behavior assessments, and behavior intervention plans;

- Contracting for ESOL services, library services, food services, transportation services, school health services, custodial services, security services, and other ancillary services as provided to students enrolled in SCPS schools;

The Governing Board of the Lab School shall be responsible for:

- The management and operation of the Lab School as delegated by E&H, SCPS, and all other Partner Institutions;
- Consulting with E&H, SCPS, and all other Partner Institutions on matters that relate to the Lab School;
- Recommending and/or providing input on the hiring of Lab School staff to either E&H or SCPS, with final authority for hiring resting with the entity that employs the staff;
- Recommending and/or providing input related to personnel actions regarding Lab School staff, with final authority for all personnel actions resting with the entity that employs the staff;
- Consulting with and providing feedback to E&H or SCPS concerning the evaluation of staff hired by each entity, where appropriate;
- The discipline of students enrolled in the Lab School, in consultation with the Partner Institutions, and subject to the exclusive authority of partnering K-12 school division to remove or exclude any Lab School student who creates a disruption or threat to Partner Institutions, its employees, students, staff, and/or visitors. All student discipline decisions will be subject to the student discipline policies and procedures adopted by the partnering K-12 school division except that the Governing Board shall operate as the "School Board" for purposes of those policies and procedures.

E&H and SCPS jointly shall be responsible for:

- Hiring and personnel actions related to the staff of the Lab School with E&H retaining the ultimate authority over personnel hired by E&H and SCPS retaining the ultimate authority over personnel hired by SCPS. Both entities may seek the input of the other in personnel matters of Lab School staff members;
- Adhering to Commonwealth of Virginia licensure requirements of all administrative and teaching personnel;

- Adhering to the Virginia Standards of Quality (§ 22.1-253.13:1), the Virginia Standards of Learning (§ 22.1-253.13:1), and the Virginia Regulations Establishing Standards for Accrediting Schools in Virginia;
- Through the Lab School Executive Director, evaluating and managing all staff that works at the Lab School; however, E&H will have the ultimate authority over all personnel actions involving E&H employees and SCPS will have the ultimate authority over personnel actions involving SCPS employees;
- Adhering to respective human resources policies;
- Developing the yearly operational budget;
- Providing general liability, workers compensation, and property insurance for the Lab School. Any entity that fails to maintain adequate coverage for the public Lab School will be financially responsible for any obligations that may result from the lack of coverage;
- Identifying and selecting representatives for any committees, councils, or advisory groups for the Project;
- Providing innovative and high-quality professional development for the Lab School faculty and staff;
- Facilitating effective communication between E&H and SCPS;
- Adhering to Virginia FOIA;
- Adhering to FERPA and records retention schedules consistent with guidance issued by the Library of Virginia;
- Adhering to all applicable federal and state laws and regulations;
- Adhering to assurances as identified in the application to the Virginia Board of Education seeking approval of the Lab School;
- Creating marketing and public communications to promote the Lab School;
- Determining minimum and maximum enrollment per grade or class;
- Planning student recruitment, lottery selection process and notification of lottery outcome;
- Seeking potential private, corporate and grant funding opportunities for educational programming, professional development, governance, and management of the Lab School.

2. Term and Termination.

The term of this MOU shall be one (1) year from the date of its execution by both parties. This MOU may be renewed as necessary with the written agreement of both parties. This MOU may be terminated by either party by giving written notice to the other party ninety (90) days in advance of

a specific termination date.

3. Costs.

Each party shall assume full responsibility for any expenses it incurs as a result of its participation in the Lab School pursuant to this MOU to the extent each party incurs expenditures not otherwise covered by the Lab School's budget and/or funding. SCPS and E&H shall be obligated to incur and be responsible for any such expenses only if and to the extent SCPS's and E&H's governing bodies appropriates sufficient funds for such expenses. E&H and SCPS agree that no fee shall be assessed for the use of the facilities and equipment of either party when such use has been specifically approved by the parties as a collaborative activity arising out of this MOU.

4. Confidentiality and Non-Disclosure.

E&H and SCPS acknowledge that each party will maintain and guarantee the confidentiality of information designated and clearly marked as proprietary to the other. E&H further agrees that to the extent it has access or possession of information that constitutes an "Educational Record" of students enrolled in the Smyth County Public Schools, E&H shall maintain the confidentiality of such information in strict compliance with the requirements and provisions of the Family Educational Rights and Privacy Act (FERPA) and its regulations, the Individuals with Disabilities in Education Act (IDEA) and its regulations, and applicable state law.

5. Intellectual Property.

E&H and SCPS agree to use their best efforts to report reasonably, promptly and fully to each other Lab School results that may be capable of protection by patent, copyright, or trademark. As a general principal, any invention, improvement, discovery, or development arising from this MOU, whether or not subject to protection by patent, copyright, or trademark, which are made by employees of E&H shall belong to E&H and those made by employees of SCPS shall belong to SCPS. If, due to the collaborative nature of the Lab School, it is impossible to identify or separate the contributions of each part, title shall be negotiated in good faith.

6. Publicity.

The parties shall mutually agree in writing prior to the release of any news release, public announcement, advertisement or other form of publicity in connection with this MOU and the Lab School.

7. Responsibility for Conduct.

E&H shall be responsible for the negligent acts or omissions of its agents and employees arising out of their performance of this MOU and the operation of the Lab School program and causing harm to persons and property, and including but not limited to civil rights claims alleging acts or omissions causing harm to constitutional and/or statutory rights whether federal or state, and E&H agrees to indemnify, hold harmless and defend SCPS, its members, employees, and agents from

and against claims, damages, losses, causes of action, suits, judgments and expenses, including but not limited to attorneys' fees arising out of or resulting from its performance on the Lab School program and its operation of the Lab School, to the extent caused in whole or part by the intentional or negligent acts or omissions of E&H, its officer, employees, agents and/or anyone whose acts for whom it may be liable.

8. Criminal Background Check.

E&H and SCPS shall certify that none of its employees and/or agents, whether new or current, full-time or part-time, permanent or temporary, who will be present at Lab School locations or at any school-related events (i) have been convicted of a felony or any offense involving the sexual molestation, physical or sexual abuse or rape of a child; or (ii) currently are the subject of any such charges, complaints or pending investigations; or (iii) have been subject of a founded case of child abuse and neglect. All employees of the Lab School program shall be subject to the requirements of Virginia Code §22.1-296.2.

9. Modifications.

This Agreement can be modified or amended only by writing and signed by all parties.

10. Notices.


Notices and communications shall be made as follows:

Emory & Henry College	Smyth County Public Schools
Michael Puglisi, Ph.D.	Dennis Carter, Ph.D.
Provost and Executive Vice President	Superintendent
P.O. Box 947	121 Bagley Circle, Suite 300
Emory, VA 24527	Marion, VA 24554
Phone: (276) 944-6128	Phone: (276) 785-3791
E-Mail: mpuglisi@ehc.edu	E-Mail: denniscarter@SCPS.org

11. Effective Date.

This MOU shall be effective immediately upon the signature of all Parties hereto.


EMORY & HENRY COLLEGE



 Dr. John W. Wells
 President

DATE: 12/7/2023

SMYTH COUNTY PUBLIC SCHOOLS



 Dr. Dennis Carter
 Superintendent

DATE: 3/2/23

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into this 6 day of December, 2023, by and between Emory & Henry College (E&H), a private institution of higher education, and the City of Bristol Virginia Public Schools (BVPS), accredited by the Virginia Board of Education, for the purpose of planning and establishing a College Partnership Laboratory School ("CPLS" or "Lab School"), pursuant to the aims and objectives of the Virginia College Partnership Laboratory School Planning Grant (the Grant) and in accordance with the statutory scheme for the establishment of a CPLS as provided for in the Virginia Code § 23.1-349.1 *et seq.*

Recitals

- A. **Whereas**, E&H and BVPS desire to enter into this MOU, pursuant to which E&H and BVPS agree to work cooperatively together and in collaboration with the Smyth County Public Schools, Wythe County Public Schools, Washington County Public Schools, A. Linwood Holton Governor's School, Wytheville Community College, Virginia Highlands Community College, and Southwest Virginia Higher Education Center (referred to hereafter as "**Partner Institutions**") to establish and operate a Lab School pursuant to the aims and objectives of the Grant (referred to hereafter as "**the Project**"); and pursuant to the provisions of Virginia law and regulations; and
- B. **Whereas**, E&H and BVPS desire to enter into this MOU to broadly set forth the respective responsibilities and intentions of each party as are necessary to successfully establish and operate the Project;
- C. **NOW THEREFORE**, the parties agree as follows:

Agreement

1. Cooperation and Responsibilities of the Parties.

E&H and BVPS will work together and collaboratively with the Partner Institutions to establish a Lab School to be named Southwest Virginia Healthcare Excellence Academy Laboratory School (SWVA-HEALS) as defined in Virginia Code § 22.1-349.1

E&H shall be responsible for:

- Administration of the Lab School;
- Hiring the Lab School Executive Director;

accordance with E&H policies and procedures using input from the Lab School Governing Board and BVPS;

- Fiscal management and reporting of funds;
- Auditing any funds that are spent by E&H in the process of operating the Lab School;
- Providing health insurance and other benefits for E&H employees if employees qualify for such benefits;
- Subcontracting with BVPS for the provisions of selected educational and operational services;
- Compliance with all applicable federal and state laws and regulations and constitutional provisions;
- Providing financial, technical, in-kind and/or other means of support for the Project and the Lab School;
- Coordinating and overseeing the program evaluation of the Lab School;
- Research oversight for all research activities of the Project and the Lab School;
- Selecting two (2) Lab School Governing Board Members;
- Facilitating effective communication between E&H and BVPS.
- Compliance with building and fire codes and federal ADA in E&H instructional sites used by the Lab School;
- The safety and security of the students, staff, and visitors at E&H instructional sites used by the Lab School, through its administration, shall have the exclusive authority to remove or exclude any student, staff, or visitor of the Lab School who creates a disruption or threat to E&H, its employees, students, staff and/or visitors.

BVPS shall be responsible for:

- Providing financial, technical, in-kind and/or other means of support for the Project and the Lab School;
- Selecting one (1) Lab School Governing Board Member;
- Facilitating effective communication between E&H and BVPS;
- Contracting for all BVPS teachers and teacher aides hired for the Lab School;
- Providing health insurance and other benefits for BVPS employees if the employees qualify for such benefits;
- Contracting for special education and 504 services including but not limited to child study, evaluation, identification, providing instruction, developing IEPs and 504s, other

IEP and 504 related services, and if needed conducting manifestation determination meetings, functional behavior assessments, and behavior intervention plans;

- Contracting for ESOL services, library services, food services, transportation services, school health services, custodial services, security services, and other ancillary services as provided to students enrolled in BVPS schools;

The Governing Board of the Lab School shall be responsible for:

- The management and operation of the Lab School as delegated by E&H, BVPS, and all other Partner Institutions;
- Consulting with E&H, BVPS, and all other Partner Institutions on matters that relate to the Lab School;
- Recommending and/or providing input on the hiring of Lab School staff to either E&H or BVPS, with final authority for hiring resting with the entity that employs the staff;
- Recommending and/or providing input related to personnel actions regarding Lab School staff, with final authority for all personnel actions resting with the entity that employs the staff;
- Consulting with and providing feedback to E&H or BVPS concerning the evaluation of staff hired by each entity, where appropriate;
- The discipline of students enrolled in the Lab School, in consultation with the Partner Institutions, and subject to the exclusive authority of partnering K-12 school division to remove or exclude any Lab School student who creates a disruption or threat to Partner Institutions, its employees, students, staff, and/or visitors. All student discipline decisions will be subject to the student discipline policies and procedures adopted by the partnering K-12 school division except that the Governing Board shall operate as the "School Board" for purposes of those policies and procedures.

E&H and BVPS jointly shall be responsible for:

- Hiring and personnel actions related to the staff of the Lab School with E&H retaining the ultimate authority over personnel hired by E&H and BVPS retaining the ultimate authority over personnel hired by BVPS. Both entities may seek the input of the other in personnel matters of Lab School staff members;
- Adhering to Commonwealth of Virginia licensure requirements of all administrative and teaching personnel;
- Adhering to the Virginia Standards of Quality (§ 22.1-253.13:1), the Virginia Standards of Learning (§ 22.1-253.13:1), and the Virginia Regulations Establishing Standards for Accrediting Schools in Virginia;

- Through the Lab School Executive Director, evaluating, and managing all staff that works at the Lab School; however, E&H will have the ultimate authority over all personnel actions involving E&H employees and BVPS will have the ultimate authority over personnel actions involving BVPS employees;
- Adhering to respective human resources policies;
- Developing the yearly operational budget;
- Providing general liability, workers compensation, and property insurance for the Lab School. Any entity that fails to maintain adequate coverage for the public Lab School will be financially responsible for any obligations that may result from the lack of coverage;
- Identifying and selecting representatives for any committees, councils, or advisory groups for the Project;
- Providing innovative and high-quality professional development for the Lab School faculty and staff;
- Facilitating effective communication between E&H and BVPS;
- Adhering to Virginia FOIA;
- Adhering to FERPA and records retention schedules consistent with guidance issued by the Library of Virginia;
- Adhering to all applicable federal and state laws and regulations;
- Adhering to assurances as identified in the application to the Virginia Board of Education seeking approval of the Lab School;
- Creating marketing and public communications to promote the Lab School;
- Determining minimum and maximum enrollment per grade or class;
- Planning student recruitment, lottery selection process and notification of lottery outcome;
- Seeking potential private, corporate and grant funding opportunities for educational programming, professional development, governance, and management of the Lab School.

2. Term and Termination.

The term of this MOU shall be one (1) year from the date of its execution by both parties. This MOU may be renewed as necessary with the written agreement of both parties. This MOU may be terminated by either party by giving written notice to the other party ninety (90) days in advance of a specific termination date.

3. Costs.

Each party shall assume full responsibility for any expenses it incurs as a result of its participation

in the Lab School pursuant to this MOU to the extent each party incurs expenditures not otherwise covered by the Lab School's budget and/or funding. BVPS and E&H shall be obligated to incur and be responsible for any such expenses only if and to the extent BVPS's and E&H's governing bodies appropriates sufficient funds for such expenses. E&H and BVPS agree that no fee shall be assessed for the use of the facilities and equipment of either party when such use has been specifically approved by the parties as a collaborative activity arising out of this MOU.

4. Confidentiality and Non-Disclosure.

E&H and BVPS acknowledge that each party will maintain and guarantee the confidentiality of information designated and clearly marked as proprietary to the other. E&H further agrees that to the extent it has access or possession of information that constitutes an "Educational Record" of students enrolled in the Wythe County Public Schools, E&H shall maintain the confidentiality of such information in strict compliance with the requirements and provisions of the Family Educational Rights and Privacy Act (FERPA) and its regulations, the Individuals with Disabilities in Education Act (IDEA) and its regulations, and applicable state law.

5. Intellectual Property.

E&H and BVPS agree to use their best efforts to report reasonably, promptly and fully to each other Lab School results that may be capable of protection by patent, copyright, or trademark. As a general principal, any invention, improvement, discovery, or development arising from this MOU, whether or not subject to protection by patent, copyright, or trademark, which are made by employees of E&H shall belong to E&H and those made by employees of BVPS shall belong to BVPS. If, due to the collaborative nature of the Lab School, it is impossible to identify or separate the contributions of each part, title shall be negotiated in good faith.

6. Publicity.

The parties shall mutually agree in writing prior to the release of any news release, public announcement, advertisement or other form of publicity in connection with this MOU and the Lab School:

7. Responsibility for Conduct.

E&H shall be responsible for the negligent acts or omissions of its agents and employees arising out of their performance of this MOU and the operation of the Lab School program and causing harm to persons and property, and including but not limited to civil rights claims alleging acts or omissions causing harm to constitutional and/or statutory rights whether federal or state, and E&H agrees to indemnify, hold harmless and defend BVPS, its members, employees, and agents from and against claims, damages, losses, causes of action, suits, judgments and expenses, including but not limited to attorneys' fees arising out of or resulting from its performance on the Lab School program and its operation of the Lab School, to the extent caused in whole or part by the intentional or negligent acts or omissions of E&H, its officer, employees, agents and/or anyone

whose acts for whom it may be liable.

8. Criminal Background Check.

E&H and BVPS shall certify that none of its employees and/or agents, whether new or current, full-time or part-time, permanent or temporary, who will be present at Lab School locations or at any school-related events (i) have been convicted of a felony or any offense involving the sexual molestation, physical or sexual abuse or rape of a child; or (ii) currently are the subject of any such charges, complaints or pending investigations; or (iii) have been subject of a founded case of child abuse and neglect. All employees of the Lab School program shall be subject to the requirements of Virginia Code §22.1-296.2.

9. Modifications.

This Agreement can be modified or amended only by writing and signed by all parties.

10. Notices.

Notices and communications shall be made as follows:

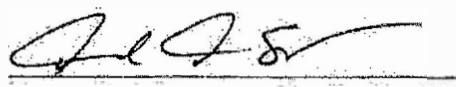
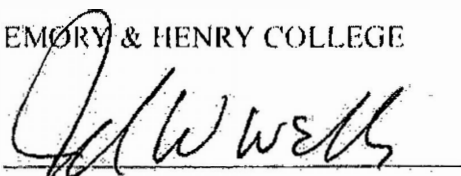
Emory & Henry College	Bristol Virginia Public Schools
Michael Puglisi, Ph.D.	David Scott, Ed.D.
Provost and Executive Vice President	Superintendent
P.O. Box 947	280 Lee St.
Emory, VA 24527	Bristol, VA 24201
Phone: (276) 944-6128	Phone: 276-821-5600
E-Mail: mpuglisi@ehc.edu	E-Mail: dscott@bvps.org

11. Effective Date.

This MOU shall be effective immediately upon the signature of all Parties hereto.

EMORY & HENRY COLLEGE

BRISTOL VIRGINIA PUBLIC SCHOOLS



Dr. John W. Wells
President

David Scott, Ed.D.
Superintendent

DATE: 12/6/23

DATE: 12/6/23

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into this 20 day of October, 2023, by and between Emory & Henry College (E&H), a private institution of higher education, and the Wythe County Public Schools (WCPS), accredited by the Virginia Board of Education, for the purpose of planning and establishing a College Partnership Laboratory School ("CPLS" or "Lab School"), pursuant to the aims and objectives of the Virginia College Partnership Laboratory School Planning Grant (the Grant) and in accordance with the statutory scheme for the establishment of a CPLS as provided for in the Virginia Code § 23.1-349.1 *et seq.*

Recitals

- A. **Whereas**, E&H and WCPS desire to enter into this MOU, pursuant to which E&H and WCPS agree to work cooperatively together and in collaboration with the Smyth County Public Schools, Washington County Public Schools, Bristol Public Schools, A. Linwood Holton Governor's School, Wytheville Community College, Virginia Highlands Community College, and Southwest Virginia Higher Education Center (referred to hereafter as "**Partner Institutions**") to establish and operate a Lab School pursuant to the aims and objectives of the Grant (referred to hereafter as "**the Project**"); and pursuant to the provisions of Virginia law and regulations; and
- B. **Whereas**, E&H and WCPS desire to enter into this MOU to broadly set forth the respective responsibilities and intentions of each party as are necessary to successfully establish and operate the Project;
- C. **NOW THEREFORE**, the parties agree as follows:

Agreement

1. Cooperation and Responsibilities of the Parties.

E&H and WCPS will work together and collaboratively with the Partner Institutions to establish a Lab School to be named Southwest Virginia Healthcare Excellence Academy Laboratory School (SWVA-HEALS) as defined in Virginia Code § 22.1-349.1

E&H shall be responsible for:

- Administration of the Lab School;
- Hiring the Lab School Executive Director;
- Annually evaluating the performance of the Lab School Executive Director in

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accordance with E&H policies and procedures using input from the Lab School Governing Board and WCPS;

- Fiscal management and reporting of funds;
- Auditing any funds that are spent by E&H in the process of operating the Lab School;
- Providing health insurance and other benefits for E&H employees if employees qualify for such benefits;
- Subcontracting with WCPS for the provisions of selected educational and operational services;
- Compliance with all applicable federal and state laws and regulations and constitutional provisions;
- Providing financial, technical, in-kind and/or other means of support for the Project and the Lab School;
- Coordinating and overseeing the program evaluation of the Lab School;
- Research oversight for all research activities of the Project and the Lab School;
- Selecting two (2) Lab School Governing Board Members;
- Facilitating effective communication between E&H and WCPS.
- Compliance with building and fire codes and federal ADA in E&H instructional sites used by the Lab School;
- The safety and security of the students, staff, and visitors at E&H instructional sites used by the Lab School, through its administration, shall have the exclusive authority to remove or exclude any student, staff, or visitor of the Lab School who creates a disruption or threat to E&H, its employees, students, staff and/or visitors.

WCPS shall be responsible for:

- Providing financial, technical, in-kind and/or other means of support for the Project and the Lab School;
- Selecting one (1) Lab School Governing Board Member;
- Facilitating effective communication between E&H and WCPS;
- Contracting for all WCPS teachers and teacher aides hired for the Lab School;
- Providing health insurance and other benefits for WCPS employees if the employees qualify for such benefits;
- Contracting for special education and 504 services including but not limited to child study, evaluation, identification, providing instruction, developing IEPs and 504s, other



IEP and 504 related services, and if needed conducting manifestation determination meetings, functional behavior assessments, and behavior intervention plans;

- Contracting for ESOL services, library services, food services, transportation services, school health services, custodial services, security services, and other ancillary services as provided to students enrolled in WCPS schools;

The Governing Board of the Lab School shall be responsible for:

- The management and operation of the Lab School as delegated by E&H, WCPS, and all other Partner Institutions;
- Consulting with E&H, WCPS, and all other Partner Institutions on matters that relate to the Lab School;
- Recommending and/or providing input on the hiring of Lab School staff to either E&H or WCPS, with final authority for hiring resting with the entity that employs the staff;
- Recommending and/or providing input related to personnel actions regarding Lab School staff, with final authority for all personnel actions resting with the entity that employs the staff;
- Consulting with and providing feedback to E&H or WCPS concerning the evaluation of staff hired by each entity, where appropriate;
- The discipline of students enrolled in the Lab School, in consultation with the Partner Institutions, and subject to the exclusive authority of partnering K-12 school division to remove or exclude any Lab School student who creates a disruption or threat to Partner Institutions, its employees, students, staff, and/or visitors. All student discipline decisions will be subject to the student discipline policies and procedures adopted by the partnering K-12 school division except that the Governing Board shall operate as the "School Board" for purposes of those policies and procedures.

E&H and WCPS jointly shall be responsible for:

- Hiring and personnel actions related to the staff of the Lab School with E&H retaining the ultimate authority over personnel hired by E&H and WCPS retaining the ultimate authority over personnel hired by WCPS. Both entities may seek the input of the other in personnel matters of Lab School staff members;
- Adhering to Commonwealth of Virginia licensure requirements of all administrative and teaching personnel;
- Adhering to the Virginia Standards of Quality (§ 22.1-253.13:1), the Virginia Standards of Learning (§ 22.1-253.13:1), and the Virginia Regulations Establishing Standards for Accrediting Schools in Virginia;

- Through the Lab School Executive Director, evaluating and managing all staff that works at the Lab School; however, E&H will have the ultimate authority over all personnel actions involving E&H employees and WCPS will have the ultimate authority over personnel actions involving WCPS employees;
- Adhering to respective human resources policies;
- Developing the yearly operational budget;
- Providing general liability, workers compensation, and property insurance for the Lab School. Any entity that fails to maintain adequate coverage for the public Lab School will be financially responsible for any obligations that may result from the lack of coverage;
- Identifying and selecting representatives for any committees, councils, or advisory groups for the Project;
- Providing innovative and high-quality professional development for the Lab School faculty and staff;
- Facilitating effective communication between E&H and WCPS;
- Adhering to Virginia FOIA;
- Adhering to FERPA and records retention schedules consistent with guidance issued by the Library of Virginia;
- Adhering to all applicable federal and state laws and regulations;
- Adhering to assurances as identified in the application to the Virginia Board of Education seeking approval of the Lab School;
- Creating marketing and public communications to promote the Lab School;
- Determining minimum and maximum enrollment per grade or class;
- Planning student recruitment, lottery selection process and notification of lottery outcome;
- Seeking potential private, corporate and grant funding opportunities for educational programming, professional development, governance, and management of the Lab School.

2. Term and Termination.

The term of this MOU shall be one (1) year from the date of its execution by both parties. This MOU may be renewed as necessary with the written agreement of both parties. This MOU may be terminated by either party by giving written notice to the other party ninety (90) days in advance of a specific termination date.

3. Costs.

Each party shall assume full responsibility for any expenses it incurs as a result of its participation



in the Lab School pursuant to this MOU to the extent each party incurs expenditures not otherwise covered by the Lab School's budget and/or funding. WCPS and E&H shall be obligated to incur and be responsible for any such expenses only if and to the extent WCPS's and E&H's governing bodies appropriate sufficient funds for such expenses. E&H and WCPS agree that no fee shall be assessed for the use of the facilities and equipment of either party when such use has been specifically approved by the parties as a collaborative activity arising out of this MOU.

4. Confidentiality and Non-Disclosure.

E&H and WCPS acknowledge that each party will maintain and guarantee the confidentiality of information designated and clearly marked as proprietary to the other. E&H further agrees that to the extent it has access or possession of information that constitutes an "Educational Record" of students enrolled in the Wythe County Public Schools, E&H shall maintain the confidentiality of such information in strict compliance with the requirements and provisions of the Family Educational Rights and Privacy Act (FERPA) and its regulations, the Individuals with Disabilities in Education Act (IDEA) and its regulations, and applicable state law.

5. Intellectual Property.

E&H and WCPS agree to use their best efforts to report reasonably, promptly and fully to each other Lab School results that may be capable of protection by patent, copyright, or trademark. As a general principal, any invention, improvement, discovery, or development arising from this MOU, whether or not subject to protection by patent, copyright, or trademark, which are made by employees of E&H shall belong to E&H and those made by employees of WCPS shall belong to WCPS. If, due to the collaborative nature of the Lab School, it is impossible to identify or separate the contributions of each part, title shall be negotiated in good faith.

6. Publicity.

The parties shall mutually agree in writing prior to the release of any news release, public announcement, advertisement or other form of publicity in connection with this MOU and the Lab School.

7. Responsibility for Conduct.

E&H shall be responsible for the negligent acts or omissions of its agents and employees arising out of their performance of this MOU and the operation of the Lab School program and causing harm to persons and property, and including but not limited to civil rights claims alleging acts or omissions causing harm to constitutional and/or statutory rights whether federal or state, and E&H agrees to indemnify, hold harmless and defend WCPS, its members, employees, and agents from and against claims, damages, losses, causes of action, suits, judgments and expenses, including but not limited to attorneys' fees arising out of or resulting from its performance on the Lab School program and its operation of the Lab School, to the extent caused in whole or part by the intentional or negligent acts or omissions of E&H, its officer, employees, agents and/or anyone



whose acts for whom it may be liable.

8. Criminal Background Check.

E&H and WCPS shall certify that none of its employees and/or agents, whether new or current, full-time or part-time, permanent or temporary, who will be present at Lab School locations or at any school-related events (i) have been convicted of a felony or any offense involving the sexual molestation, physical or sexual abuse or rape of a child; or (ii) currently are the subject of any such charges, complaints or pending investigations; or (iii) have been subject of a founded case of child abuse and neglect. All employees of the Lab School program shall be subject to the requirements of Virginia Code §22.1-296.2.

9. Modifications.

This Agreement can be modified or amended only by writing and signed by all parties.

10. Notices.

Notices and communications shall be made as follows:

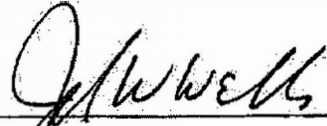
Emory & Henry College	Wythe County Public Schools
Michael Puglisi, Ph.D.	G. Wesley Poole, Ed.D.
Provost and Executive Vice President	Superintendent
P.O. Box 947	1570 West Reservoir Street
Emory, VA 24527	Wytheville, VA 24382
Phone: (276) 944-6128	Phone: 276-228-5411
E-Mail: mpuglisi@ehc.edu	E-Mail: wpoole@wythek12.org

11. Effective Date.


This MOU shall be effective immediately upon the signature of all Parties hereto.

EMORY & HENRY COLLEGE

WYTHE COUNTY PUBLIC SCHOOLS



Dr. John W. Wells
President



Dr. G. Wesley Poole
Superintendent

DATE: 12/6/23

DATE: 10/20/2023

APPENDIX D

MANAGEMENT STRUCTURE CHART

APPENDIX D

MANAGEMENT STRUCTURE CHART

MANAGEMENT STRUCTURE CHART

Position	Reports To	Qualifications
Senior Vice President Dean, School of Health Sciences	President of Emory and Henry College	Position was in place before the Lab School started. Qualifications by the college.
Executive Director, SWVA Healthcare Excellence Lab School	Governing Board Emory and Henry Dean of Health Science Campus	Master’s Degree required; doctoral degree preferred. Endorsement in Administration & Supervision. 3 years of K-12 Administrative Experience. Previous experience as a K-12 Superintendent preferred, but not required.
Assistant Director, SWVA Healthcare Excellence Lab School	Executive Director	Master’s Degree required. Endorsement in Administration & Supervision. 3 years of K-12 Administrative Experience.
Dean of Health Professions and Medical Services, Wytheville Community College	President of Wytheville Community College	Position was in place before the Lab School started. Qualifications by the college.
Dean of Health Programs, Virginia Highlands Community College	President of Virginia Highlands Community College	Position was in place before the Lab School started. Qualifications by the college.
Director, A. Linwood Holton Governor’s School	Linwood Holton Governing Board	Superintendent experience required.
Dual Enrollment Coordinator, Wytheville Community College	Dean of Transfer and Educational Partnerships	Position was in place before the Lab School started. Qualifications by the college
Dual Enrollment Coordinator, Virginia Highlands Community College	Dean of Transfer and Educational Partnerships	Position was in place before the Lab School started. Qualifications by the college
IT Support Specialist, Smyth County Public Schools	Executive Director Smyth County Assistant Superintendent	Bachelor’s Degree or equivalent experience.
Counselors for each school division	School Principal	Master’s Degree or equivalent experience.

A field placement coordinator for job shadowing and intern placement will be hired in June of 2024. This position will be a full-time position responsible for organizing opportunities for students to observe, shadow, and potential intern with the local community healthcare providers. The minimum

requirements are a Bachelor's Degree in the healthcare field or education. A classroom facilitator will be hired at both locations to monitor students in synchronous and/or asynchronous courses. This will be a part-time position with a maximum of twenty hours / week. The minimum requirements for these positions are an Associate's Degree.

**Please note that the only three positions currently working for Emory and Henry College are the first three listed in this chart. The IT Support Specialist will be paid a quarterly stipend to maintain the SWVA HEALS website. All other positions listed are partnering institutions with the SWVA HEALS Program.*

APPENDIX E

FACULTY QUALIFICATIONS

APPENDIX E FACULTY QUALIFICATIONS

Title	Explanation of Policy - Qualifications of Faculty
Code	Section 3.02a
Status	Active
Last Revised	August 18, 2022
Prior Revised Dates	5/17/2018, 7/28/2022

Section 3

Human Resources

The purpose of this section is to record the various personnel rules, regulations, policies, and procedures of the Federal and State governments, the State Board, and the System Office. Special attention is given to the difference in provisions for faculty and classified employees.

Virginia Community College System Qualifications of Faculty

Explanation of Policy

1) Minimum Qualifications for hiring and promotion are comprised of State Board for Community Colleges' Policy as stated on this page, the VCCS-29 chart, and Section 6.1 of the Principles of Accreditation of the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC).

"The institution employs an adequate number of full-time faculty members to support the mission and goals of the institution. When determining acceptable qualifications of its faculty, an institution gives primary consideration to the highest earned degree in the discipline in accordance with the guidelines listed below. The institution also considers competence, effectiveness, and capacity, including, as appropriate, undergraduate and graduate degrees, related work experiences in the field, professional licensure and certifications, honors and awards, continuous documented excellence in teaching, or other demonstrated competencies and achievements that contribute to effective teaching and student learning outcomes. For all cases, the institution is responsible for justifying and documenting the qualifications of its faculty."

2) Emphasis on Continuous Improvement: Faculty qualifications for promotion must emphasize enhancement of knowledge, skills, and abilities through supplemental education beyond the minimum required for initial hiring and through the accrual of successful full-time teaching experience. For this reason, faculty must complete credit hours beyond the current highest degree attained and/or additional years of full-time teaching experience as partial criteria for promotion.

3) Equality of Rank across Disciplines and Programs: Each faculty rank carries comparable levels of responsibility and requires comparable levels of content expertise relative to the discipline/program. To this end, faculty in both transfer and career and technical disciplines retain comparable privileges of and, relative to the discipline, must meet comparable expectations for each rank.

4) SACSCOC Credential Guidelines

a) Faculty teaching associate degree courses designed for transfer to a baccalaureate degree: doctoral or master's degree in the teaching discipline or master's degree with a concentration in the teaching discipline (a minimum of 18 graduate semester hours in the teaching discipline).

b) Faculty teaching associate degree courses not designed for transfer to the baccalaureate degree: bachelor's degree in the teaching discipline, or associate's degree and demonstrated competencies in the teaching discipline.

. . . In addition to the above two categories of faculty specified by SACSCOC, the VCCS adds the following categories . . .

c) Faculty teaching courses designed for non-associate degree occupational fields: high school diploma or equivalent with demonstrated competencies in the teaching field.

d) Faculty teaching developmental courses: bachelor's degree in a discipline related to the teaching assignment and either teaching/occupational experience related to the teaching assignment or graduate coursework in developmental education.

e) Faculty teaching Student Development (SDV) courses: A minimum of a bachelor's degree from a regionally accredited institution.

5) Coverage: The accompanying chart (VCCS-29) specifies the normal minimum criteria for each faculty rank for:

a) Full-time and adjunct teaching faculty

b) Administrative and professional faculty (including counselors and librarians)

For administrative and professional faculty:

"Teaching effectiveness" refers to effective performance in the primary area of responsibility;

"Teaching experience" includes professional service in the primary area of responsibility;

"Graduate semester hours in teaching field" refers to coursework in one's occupational field for the purpose of hiring and promotion.

6) Applicable Policies: The chart will be used and interpreted in conjunction with the above explanation of policy; section 3.2, Faculty Qualifications; section 3.7, Faculty Promotions; and section 3.8.0, Procedure to Determine Faculty Entry Level Salaries in the VCCS Policy Manual.

7) Minimum Requirements

a) Fulfillment of normal minimum criteria does not guarantee original placement in, or promotion to, a given rank.

b) Minimum degree requirements for original appointments and promotions must be met.

c) The following are appropriate substitutions that may be used at the discretion of the college:

(1) Teaching experience beyond the minimum required may be used in lieu of occupational experience at the rate of one year of full-time teaching experience being considered equivalent to a required year of full-time occupational experience.

(2) Occupational experience beyond the minimum required may be used in lieu of teaching experience at the rate of one year of full-time, related occupational experience being considered equivalent to a required year of full-time teaching experience.

(3) Educational preparation above the requirements for initial placement in rank may fulfill requirements for occupational experience and/or teaching experience at the rate of 30 undergraduate credits being considered equivalent to one year of teaching or occupational experience, and 24 graduate credits being considered equivalent to one year of teaching or occupational experience.

(4) For Columns 3 and 5, business, industry, and professional certifications may substitute for educational requirements. These equivalencies must be documented, approved by the president, and placed in the personnel file.

(5) Eighteen graduate semester hours of course work related to the teaching field may substitute for the requirement that a bachelor's degree be related to the teaching field.

8) Program Accreditation Requirements: In cases where program accreditation agencies recommend specific graduate courses for faculty, those courses should be considered to be "in the teaching field" for VCCS- 29 purposes regardless of the course prefix or other criteria normally used to determine the status of coursework.

9) Measurement of teaching effectiveness: For initial appointments teaching effectiveness is determined through references. Measurement of performance evaluation for promotions is determined by whether teaching faculties have achieved a "Meets Expectations" summary rating on their most recent faculty evaluation. Administrative and Professional faculty must receive at least a "good" summary evaluation rating on the most recent evaluation to qualify for promotion eligibility. (Per VCCS Policy 3.7.0.1.0, fulfillment of normal minimum criteria does not guarantee promotion to a given faculty rank.)

10) For Promotions Only: Credit hour equivalency may be granted for no more than a total of 15 semester hours by either a) or b) below or a combination of both during employment with the VCCS.

a) Active participation in given learning experiences (continuing educational unit classes, workshops, conferences, seminars, etc.) when part of a written professional development plan, approved in advance by the president applying the following formula: 45 contact hours is equivalent to one semester credit hour; exceptions to the advance notice requirement can be made by the president of the college if deemed in the interest of the institution.

b) Non- teaching work experience directly related to the faculty member's field at a rate not to exceed 1.25 semester credit hours per month of full- time equivalent work experience and not to include work experience applied toward initial appointment, when part of a written professional development plan approved in advance by the president of the college; exceptions to the advance notice requirement can be made by the president of the college if deemed in the interest of the institution.

11) Human Resource Delegated Authority Agreements: Any exceptions to the criteria as outlined in the VCCS-29 must be fully justified and documented in accordance with the community college's Human Resource Delegation Agreement.

[See VCCS-29: Normal Minimum Criteria For Each Faculty Rank](#)

APPENDIX F

EMPLOYMENT POLICIES

APPENDIX F EMPLOYMENT POLICIES

The Emory and Henry Faculty Handbook is found at the site below:

https://docs.google.com/document/d/1dw10Sg8A2MYjmbeoTWI4ELIn5LmSXp_OpF7h3hvBS2I/edit

The Virginia Highlands Employee Handbook is found at the site below:

<https://www.dhrm.virginia.gov/hrpolicies>

The Wytheville Community College Employee and Faculty Handbooks are found at the sites below:

<https://www.wcc.vccs.edu/sites/default/files/images/handbooks/21-WCC-Employee-Handbook-March-21.pdf>

<https://www.wcc.vccs.edu/sites/default/files/docs/2022-Faculty-Handbook.pdf>

APPENDIX G

LETTERS OF SUPPORT

EMORY & HENRY COLLEGE



February 19, 2024

Dear Lab School Committee,

Emory & Henry College is pleased to offer this letter of support for the creation of a Healthcare Academy Lab School to serve the students of Southwest Virginia along the I-81 corridor. The healthcare academy, named Southwest Virginia Healthcare Excellence Academy Lab School (SWVA-HEALS), is a collaborative partnership between Bristol City, Smyth County, Washington County and Wythe County Public Schools; Emory and Henry College; Virginia Highlands Community College; Wytheville Community College; the A. Linwood Holton Governor's School; and the Higher Education Center in Abingdon, VA.

This program will provide high school students the opportunity to explore healthcare career pathways while earning dual enrollment credits that may be transferred to one of the community colleges, Emory and Henry College, or the college of their choice. It is expected that students will be provided the opportunity to job shadow, fulfill an internship and participate in experiential learning opportunities that are not available generally to students in the public schools. Students will learn using state of the art technology and clinical simulation labs on the Health Science Campus of Emory and Henry College in Marion, VA, and the SWV A Higher Education Center in Abingdon, VA. The Healthcare Excellence Academy Lab School is designed to allow students earn college credits, career-related experiences, and real-world career preparation.

The SWV A-HEALS program will establish a high school career academy for tenth through twelfth grade students to serve as a "pipeline" for preparing future healthcare professionals to meet the workforce shortages in Southwest Virginia. The national healthcare workforce shortages have been well documented and are prevalent across all healthcare disciplines and settings; however, these workforce shortages are even greater in the rural Appalachian regions of Southwest Virginia. Studies have found that students who grow up in a rural region and earn their healthcare degree in that region are more likely to live and practice in that region. The citizens of Southwest Virginia need this support in developing healthcare professionals.

Emory & Henry College supports this important initiative to address the healthcare workforce shortages and provide students in Southwest Virginia greater opportunities to fulfill their education and career goals.

Sincerely,

A handwritten signature in black ink, appearing to read 'John W. Wells'.

John W. Wells, PhD
President



P.O. Box 828 • Abingdon, VA 24212-0828
276.739.2400 • www.vhcc.edu

February 20, 2024

Dear Lab School Committee,

On behalf of Virginia Highlands Community College (VHCC), I am pleased to provide this letter of support for the creation of a lab school focused on healthcare education to serve the students of southwest Virginia along the Interstate 81 corridor. This lab school, named Southwest Virginia Healthcare Excellence Academy Lab School (SWVA-HEALS), is a collaborative partnership among Bristol City, Smyth County, Washington County and Wythe County Public Schools; Emory and Henry College (EHC); Virginia Highlands Community College; Wytheville Community College (WCC); the A. Linwood Holton Governor's School; and the Southwest Virginia Higher Education Center (SWHEC).

This program will provide high school students the opportunity to explore healthcare career pathways while earning dual enrollment credits at VHCC or WCC, and those credits may be transferred to EHC or the college of their choice. It is expected that students will be provided the opportunity to job shadow, fulfill an internship, and participate in experiential learning opportunities that are not available generally to students in the public schools. Students will learn using state of the art technology and clinical simulation labs on the Health Science Campus of EHC in Marion, and the SWHEC in Abingdon. The Healthcare Excellence Academy Lab School is designed to allow students earn college credits, career-related experiences, and real-world career preparation.

The SWVA-HEALS program will serve tenth through twelfth grade students as a "pipeline" for preparing future healthcare professionals to meet the workforce shortages in southwest Virginia. The national healthcare workforce shortages have been well documented and are prevalent across all healthcare disciplines, and these workforce shortages are even greater in the rural Appalachian regions of southwest Virginia. It is our hope that the SWVA-HEALS lab school will increase the number of high school students participating in healthcare education programs in our area colleges, completing their intended credentials, and staying in the region to work as healthcare providers.

Virginia Highlands Community College supports this important initiative to address the healthcare workforce shortages and provide students in southwest Virginia greater opportunities to fulfill their education and career goals. Please contact my office if I may be of further service.

Sincerely,

A handwritten signature in black ink, appearing to read "Adam Hutchison", is written over a horizontal line.

Adam Hutchison, Ph.D.

President

Dr. Dean E. Sprinkle, WCC President
● Phone: (276) 223-4848 ● Email: dsprinkle@wcc.vccs.edu
www.wcc.vccs.edu

Office of the President

December 5, 2023

Dear Lab School Committee:

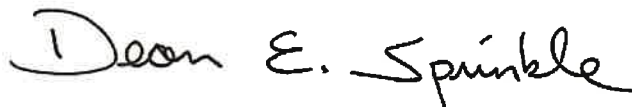
Wytheville Community College is pleased to offer a letter of support for the creation of a Healthcare Academy Lab School to serve the students of Southwest Virginia along the I-81 corridor. The healthcare academy, named Southwest Virginia Healthcare Excellence Academy Lab School (SWVA-HEALS), is a collaborative partnership between Bristol City, Smyth County, Washington County and Wythe County Public Schools; Emory and Henry College; Virginia Highlands Community College; Wytheville Community College; the A. Linwood Holton Governor's School; and the Higher Education Center in Abingdon, VA.

This program will provide high school students the opportunity to explore healthcare career pathways while earning dual enrollment credits that may be transferred to one of the community colleges, Emory and Henry College, or the college of their choice. It is expected that students will be provided the opportunity to job shadow, fulfill an internship and participate in experiential learning opportunities that are not available generally to students in the public schools. Students will learn using state of the art technology and clinical simulation labs on the Health Science Campus of Emory and Henry College in Marion, VA, and the SWVA Higher Education Center in Abingdon, VA. The Healthcare Excellence Academy Lab School is designed to allow students earn college credits, career-related experiences, and real-world career preparation.

The SWVA-HEALS program will establish a high school career academy for tenth through twelfth grade students to serve as a "pipeline" for preparing future healthcare professionals to meet the workforce shortages in Southwest Virginia. The national healthcare workforce shortages have been well documented and are prevalent across all healthcare disciplines and settings; however, these workforce shortages are even greater in the rural Appalachian regions of Southwest Virginia. Studies have found that students who grow up in a rural region and earn their healthcare degree in that region are more likely to live and practice in that region. The citizens of Southwest Virginia need this support in developing healthcare professionals.

Wytheville Community College supports this important initiative to address the healthcare workforce shortages and provide students in Southwest Virginia greater opportunities to fulfill their education and career goals.

Sincerely,



Dean E. Sprinkle, Ph.D.
President

Begin Here. Become Anything.

December 5, 2023

Dear Lab School Committee,

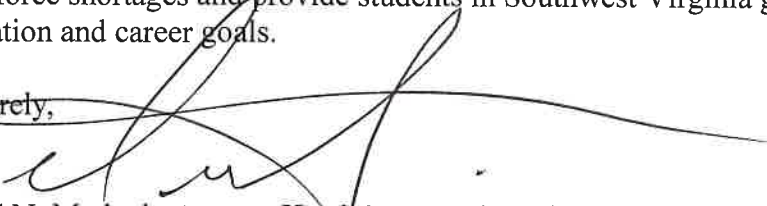
The Southwest Virginia Higher Education Center is pleased to offer a letter of support for the creation of a Healthcare Academy Lab School to serve the students of Southwest Virginia along the I-81 corridor. The healthcare academy, named Southwest Virginia Healthcare Excellence Academy Lab School (SWVA-HEALS), is a collaborative partnership between Bristol City, Smyth County, Washington County and Wythe County Public Schools; Emory and Henry College; Virginia Highlands Community College; Wytheville Community College; the A. Linwood Holton Governor's School; and the Higher Education Center in Abingdon, VA.

This program will provide high school students the opportunity to explore healthcare career pathways while earning dual enrollment credits that may be transferred to one of the community colleges, Emory and Henry College, or the college of their choice. It is expected that students will be provided the opportunity to job shadow, fulfill an internship and participate in experiential learning opportunities that are not available generally to students in the public schools. Students will learn using state of the art technology and clinical simulation labs on the Health Science Campus of Emory and Henry College in Marion, VA, and the SWVA Higher Education Center in Abingdon, VA. The Healthcare Excellence Academy Lab School is designed to allow students to earn college credits, career-related experiences, and real-world career preparation.

The SWVA-HEALS program will establish a high school career academy for tenth through twelfth grade students to serve as a "pipeline" for preparing future healthcare professionals to meet the workforce shortages in Southwest Virginia. The national healthcare workforce shortages have been well documented and are prevalent across all healthcare disciplines and settings; however, these workforce shortages are even greater in the rural Appalachian regions of Southwest Virginia. Studies have found that students who grow up in a rural region and earn their healthcare degree in that region are more likely to live and practice in that region. The citizens of Southwest Virginia need this support in developing healthcare professionals.

The Southwest Virginia Higher Education Center supports this important initiative to address the healthcare workforce shortages and provide students in Southwest Virginia greater opportunities to fulfill their education and career goals.

Sincerely,



David N. Matlock, Agency Head & Executive Director
Southwest Virginia Higher Education Center

One Partnership Circle

PO Box 1987

Abingdon, VA 24212

(276) 619-4300

www.swcenter.edu



A Partnership of Top-Ranked Universities with a Space for YOU.



PO Box 1987
Abingdon VA

276-619-4326
www.hgs.k12.va.us

December 5, 2023

Dear Lab School Committee,

The A. Linwood Holton Governor's School is pleased to offer a letter of support for the creation of a Healthcare Academy Lab School to serve the students of Southwest Virginia along the I-81 corridor. The healthcare academy, named Southwest Virginia Healthcare Excellence Academy Lab School (SWVA-HEALS), is a collaborative partnership between Bristol City, Smyth County, Washington County and Wythe County Public Schools; Emory and Henry College, Virginia Highlands Community College, Wytheville Community College, A. Linwood Holton Governor's School, and the Southwest Virginia Higher Education Center.

The lab school will provide high school students in our region the opportunity to explore healthcare career pathways while earning dual enrollment credits through our community college partners. The goal is to prepare our students for healthcare professions wherever they decide to attend college. It is expected that students will be provided the opportunity to job shadow, fulfill an internship, and participate in experiential learning opportunities that are not currently available to students in our high schools. Students will learn using state of the art technology and clinical simulation labs on the Health Science Campus of Emory and Henry College in Marion, and the Southwest Virginia Higher Education Center in Abingdon. The Healthcare Excellence Academy Lab School is designed so that students will earn college credits, career-related experiences, and real-world career preparation.

The SWVA-HEALS program will establish a high school career academy for tenth through twelfth grade students to serve as a "pipeline" for preparing future healthcare professionals to meet the workforce shortages in Southwest Virginia. The national healthcare workforce shortages have been well documented and are prevalent across all healthcare disciplines and settings; however, these workforce shortages are even greater in the rural Appalachian regions of Southwest Virginia. Studies have found that students who grow up in a rural region and earn their healthcare degree in that region are more likely to live and practice in that region. The citizens of Southwest Virginia need this support in developing healthcare professionals.

The A. Linwood Holton Governor's School supports this important initiative to address the healthcare workforce shortages and provide students in Southwest Virginia greater opportunities to fulfill their education and career goals.

Sincerely,

Michael M. Robinson, PhD
Director



BRISTOL VIRGINIA PUBLIC SCHOOLS

280 Lee Street
Bristol, Virginia 24201
(276) 821-5600 – Fax (276) 821-5601

David D. Scott, Ed.D.
Superintendent

Gary Ritchie
Assistant Superintendent

Bristol Virginia School Board

Breanne Forbes Hubbard, Chair
Vanessa Guffey, Vice Chair
Randy Alvis
Steve Fletcher
Frank Goodpasture, III

January 31, 2024

Dear Lab School Committee:

I am writing in support of the creation of a Healthcare Lab School that will serve students of Southwest Virginia. This school, Southwest Virginia Healthcare Excellence Academy Lab School (SWVA-HEALS), represents the collective efforts of Bristol City, Smyth County, Washington County, and Wythe County Public Schools, Emory & Henry College, Virginia Highlands Community College, Wytheville Community College, the A. Linwood Holton Governor's School, and the Southwest Virginia Higher Education Center.

Increasing the healthcare workforce is a national and state priority, and Southwest Virginia is eager to train healthcare employees who will serve the region and help reduce the workforce shortage. Cultural competence, while always important in providing healthcare, has been shown to be of critical importance in Appalachia. Students who have grown up here are uniquely positioned to understand the needs of their community, and SWVA-HEALS will create the educational and training opportunity for students to meet those community needs without having to leave home.

SWVA-HEALS will offer tenth through twelfth grade students the chance to use state of the art technology and clinical simulation labs, giving them real-world career preparation, career experiences, and earn college credits.

This innovative high school experience will allow our students to thrive, while simultaneously benefitting the residents of Southwest Virginia. I look forward to seeing SWVA-HEALS implemented, and the myriad ways it will improve quality of life in our area.

Sincerely,

Breanne Forbes Hubbard, MPH
School Board Chair

SMYTH COUNTY SCHOOL BOARD

DR. DENNIS G. CARTER, DIVISION SUPERINTENDENT
121 BAGLEY CIRCLE, SUITE 300
MARION, VIRGINIA 24354-3140
PHONE: 276-783-3791
FAX: 276-783-3291

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TODD S. WILLIAMS, VICE-CHAIRMAN
TARA E. FRENCH, CLERK
CHARLES M. BUCHANAN, JR.

W. JESSE CHOATE
DR. PAUL L. GRINSTEAD
JOSEPH D. JOHNSON
DR. KYLE N. RHODES

January 3, 2024

Dear Lab School Committee,

Smyth County Schools is pleased to offer a letter of support for the creation of a Healthcare Academy Lab School to serve the students of Southwest Virginia along the I-81 corridor. The healthcare academy, named Southwest Virginia Healthcare Excellence Academy Lab School (SWVA-HEALS), is a collaborative partnership between Bristol City, Smyth County, Washington County and Wythe County Public Schools; Emory and Henry College; Virginia Highlands Community College; Wytheville Community College; the A. Linwood Holton Governor's School; and the Southwest Virginia Higher Education Center located in Abingdon, VA.

This program will provide high school students the opportunity to explore healthcare career pathways while earning dual enrollment credits that may be transferred to one of the community colleges, Emory and Henry College, or the college of their choice. It is expected that students will be provided the opportunity to job shadow, fulfill an internship and participate in experiential learning opportunities that are not generally available to students in the public schools. Students will learn using state of the art technology and clinical simulation labs on the Health Science Campus of Emory and Henry College in Marion, VA, and the Southwest Virginia Higher Education Center in Abingdon, VA. The Healthcare Excellence Academy Lab School is designed to allow students to earn college credits, career-related experiences, and real-world career preparation.

The SWVA-HEALS program will establish a high school career academy for tenth grade through twelfth grade students to serve as a "pipeline" for preparing future healthcare professionals to meet the workforce shortages in Southwest Virginia. The national healthcare workforce shortages have been well documented and are prevalent across all healthcare disciplines and settings; however, these workforce shortages are even greater in the rural Appalachian regions of Southwest Virginia. Studies have found that students who grow up in a rural region and earn their healthcare degree in that region are more likely to live and practice in that region. The citizens of Southwest Virginia need this support in developing healthcare professionals.

Smyth County Schools supports this important initiative to address the healthcare workforce shortages and provide students in Southwest Virginia greater opportunities to fulfill their education and career goals.

Sincerely,



Susan B. Williams
Board Chair



Washington County Public Schools

812 Thompson Drive, Abingdon, Virginia 24210
(276) 739-3000



KEITH PERRIGAN, Ed.D.
Superintendent

JEFF NOE, Ed. D.
Assistant Superintendent

CHAD WALLACE, Ed.D
Assistant Superintendent

THE SCHOOL BOARD
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Debbie E. Anderson, Vice Chair
William L. Brannon, Ed.D.
Sandy H. Frederick, Ed.D.
J. Sanders Henderson, III
Crystal D. Rasnake
Adam D. Wilson

January 5, 2024

Dear Lab School Committee,

Washington County Public Schools is pleased to offer a letter of support for the creation of a Healthcare Academy Lab School to serve the students of Southwest Virginia along the I-81 corridor. The healthcare academy, named Southwest Virginia Healthcare Excellence Academy Lab School (SWVA-HEALS), is a collaborative partnership between Bristol City, Smyth County, Washington County and Wythe County Public Schools; Emory and Henry College; Virginia Highlands Community College; Wytheville Community College; the A. Linwood Holton Governor's School; and the Higher Education Center in Abingdon, VA.

This program will provide high school students the opportunity to explore healthcare career pathways while earning dual enrollment credits that may be transferred to one of the community colleges, Emory and Henry College, or the college of their choice. It is expected that students will be provided the opportunity to job shadow, fulfill an internship and participate in experiential learning opportunities that are not available generally to students in the public schools. Students will learn using state of the art technology and clinical simulation labs on the Health Science Campus of Emory and Henry College in Marion, VA, and the SWVA Higher Education Center in Abingdon, VA. The Healthcare Excellence Academy Lab School is designed to allow students earn college credits, career-related experiences, and real-world career preparation.

The SWVA-HEALS program will establish a high school career academy for tenth through twelfth grade students to serve as a "pipeline" for preparing future healthcare professionals to meet the workforce shortages in Southwest Virginia. The national healthcare workforce shortages have been well documented and are prevalent across all healthcare disciplines and settings; however, these workforce shortages are even greater in the rural Appalachian regions of Southwest Virginia. Studies have found that students who grow up in a rural region and earn their healthcare degree in that region are more likely to live and practice in that region. The citizens of Southwest Virginia need this support in developing healthcare professionals.

Washington County Public Schools supports this important initiative to address the healthcare workforce shortages and provide students in Southwest Virginia greater opportunities to fulfill their education and career goals.

Sincerely,

Jenny Nichols
School Board Chair



Future Primum A Nobis
The Future Begins with Us

G. Wesley Poole, Ed.D
DIVISION SUPERINTENDENT

Wythe County Public Schools

SCHOOL BOARD OFFICE
1570 WEST RESERVOIR STREET
WYTHEVILLE, VA 24382
276-228-5411
FAX: 276-228-9192
Wythe.k12.va.us

SCHOOL BOARD
Peggy A. Wagy, Chair
Ann H. Manley, Vice-Chair
Hillary R. Billings
Julia A. Tomiak
Chalmer L. Frye
Steven W. King
Don L. Goode

January 11, 2024

Dear Lab School Committee,

Wythe County Public Schools is pleased to offer a letter of support for the creation of a Healthcare Academy Lab School to serve the students of Southwest Virginia along the I-81 corridor. The healthcare academy, named Southwest Virginia Healthcare Excellence Academy Lab School (SWVA-HEALS), is a collaborative partnership between Bristol City, Smyth County, Washington County and Wythe County Public Schools; Emory and Henry College; Virginia Highlands Community College; Wytheville Community College; the A. Linwood Holton Governor's School; and the Higher Education Center in Abingdon, VA.

This program will provide high school students the opportunity to explore healthcare career pathways while earning dual enrollment credits that may be transferred to one of the community colleges, Emory and Henry College, or the college of their choice. It is expected that students will be provided the opportunity to job shadow, fulfill an internship and participate in experiential learning opportunities that are not available generally to students in the public schools. Students will learn using state of the art technology and clinical simulation labs on the Health Science Campus of Emory and Henry College in Marion, VA, and the SWVA Higher Education Center in Abingdon, VA. The Healthcare Excellence Academy Lab School is designed to allow students earn college credits, career-related experiences, and real-world career preparation.

The SWVA-HEALS program will establish a high school career academy for tenth through twelfth grade students to serve as a "pipeline" for preparing future healthcare professionals to meet the workforce shortages in Southwest Virginia. The national healthcare workforce shortages have been well documented and are prevalent across all healthcare disciplines and settings; however, these workforce shortages are even greater in the rural Appalachian regions of Southwest Virginia. Studies have found that students who grow up in a rural region and earn their healthcare degree in that region are more likely to live and practice in that region. The citizens of Southwest Virginia need this support in developing healthcare professionals.

Wythe County Public Schools supports this important initiative to address the healthcare workforce shortages and provide students in Southwest Virginia greater opportunities to fulfill their education and career goals.

Sincerely,

Peggy A. Wagy
School Board Chair



BRISTOL VIRGINIA PUBLIC SCHOOLS

280 Lee Street
Bristol, Virginia 24201
(276) 821-5600 – Fax (276) 821-5601

David D. Scott, Ed.D.
Superintendent

Gary Ritchie
Assistant Superintendent

Bristol Virginia School Board
Randy Alvis, Chair
Breanne Forbes-Hubbard, Vice Chair
Steve Fletcher
Frank Goodpasture, III
Vanessa Guffey

December 1, 2023

Dear Lab School Committee,

Bristol Virginia Public Schools is pleased to offer a letter of support for the creation of a Healthcare Lab School to serve the students of Southwest Virginia along the I-81 corridor. The healthcare academy, named Southwest Virginia Healthcare Excellence Academy Lab School (SWVA-HEALS), is a collaborative partnership between Bristol City, Smyth County, Washington County and Wythe County Public Schools; Emory and Henry College; Virginia Highlands Community College; Wytheville Community College; the A. Linwood Holton Governor's School; and the Higher Education Center in Abingdon, VA.

This program will provide high school students the opportunity to explore healthcare career pathways while earning dual enrollment credits that may be transferred to one of the community colleges, Emory and Henry College, or the college of their choice. It is expected that students will be provided the opportunity to job shadow, fulfill an internship and participate in experiential learning opportunities that are not available generally to students in the public schools. Students will learn using state of the art technology and clinical simulation labs on the Health Science Campus of Emory and Henry College in Marion, VA, and the SWVA Higher Education Center in Abingdon, VA. The Healthcare Excellence Academy Lab School is designed to allow students earn college credits, career-related experiences, and real-world career preparation.

The SWVA-HEALS program will establish a high school career academy for tenth through twelfth grade students to serve as a "pipeline" for preparing future healthcare professionals to meet the workforce shortages in Southwest Virginia. The national healthcare workforce shortages have been well documented and are prevalent across all healthcare disciplines and settings; however, these workforce shortages are even greater in the rural Appalachian regions of Southwest Virginia. Studies have found that students who grow up in a rural region and earn their healthcare degree in that region are more likely to live and practice in that region. The citizens of Southwest Virginia need this support in developing healthcare professionals.

Bristol Virginia Public Schools supports this important initiative to address the healthcare workforce shortages and provide students in Southwest Virginia greater opportunities to fulfill their education and career goals.

Sincerely,

David D. Scott, Ed.D.
Division Superintendent

SMYTH COUNTY SCHOOL BOARD

DR. DENNIS G. CARTER, DIVISION SUPERINTENDENT
121 BAGLEY CIRCLE, SUITE 300
MARION, VIRGINIA 24354-3140
PHONE: 276-783-3791
FAX: 276-783-3291

JESSE CHOATE, CHAIRMAN
SUSAN B. WILLIAMS, VICE-CHAIRPERSON
TARA E. FRENCH, CLERK
CHARLES M. BUCHANAN, JR.

DR. PAUL L. GRINSTEAD
JOSEPH D. JOHNSON
DR. KYLE N. RHODES
TODD WILLIAMS

December 4, 2023

Dear Lab School Committee,

Smyth County Public Schools is pleased to offer a letter of support for the creation of a Healthcare Lab School to serve the students of Southwest Virginia along the I-81 corridor. The healthcare academy, named Southwest Virginia Healthcare Excellence Academy Lab School (SWVA-HEALS), is a collaborative partnership between Bristol City, Smyth County, Washington County and Wythe County Public Schools; Emory and Henry College; Virginia Highlands Community College; Wytheville Community College; the A. Linwood Holton Governor's School; and the Southwest Virginia Higher Education Center located in Abingdon, VA.

This program will provide high school students the opportunity to explore healthcare career pathways while earning dual enrollment credits that may be transferred to one of the community colleges, Emory and Henry College, or the college of their choice. It is expected that students will be provided the opportunity to job shadow, fulfill an internship and participate in experiential learning opportunities that are not available generally to students in the public schools. Students will learn using state of the art technology and clinical simulation labs on the Health Science Campus of Emory and Henry College in Marion, VA, and the Southwest Virginia Higher Education Center in Abingdon, VA. The Healthcare Excellence Academy Lab School is designed to allow students earn college credits, career-related experiences, and real-world career preparation.

The SWVA-HEALS program will establish a high school career academy for tenth through twelfth grade students to serve as a "pipeline" for preparing future healthcare professionals to meet the workforce shortages in Southwest Virginia. The national healthcare workforce shortages have been well documented and are prevalent across all healthcare disciplines and settings; however, these workforce shortages are even greater in the rural Appalachian regions of Southwest Virginia. Studies have found that students who grow up in a rural region and earn their healthcare degree in that region are more likely to live and practice in that region. The citizens of Southwest Virginia need this support in developing healthcare professionals.

Smyth County Public Schools supports this important initiative to address the healthcare workforce shortages and provide students in Southwest Virginia greater opportunities to fulfill their education and career goals.

Sincerely,



Dennis Carter, Ed.D.
Division Superintendent



Washington County Public Schools

812 Thompson Drive, Abingdon, Virginia 24210
(276) 739-3000



KEITH PERRIGAN, Ed.D.
Superintendent

JEFF NOE, Ed. D.
Assistant Superintendent

CHAD WALLACE, Ed.D
Assistant Superintendent

THE SCHOOL BOARD
William L. Brannon, Ed.D., Chair
Jenny D. Nichols, Vice Chair
Debbie E. Anderson
Billy W. Brooks
Megan A. Hamilton
J. Sanders Henderson, III
Elizabeth P. Lowe

December 1, 2023

Dear Lab School Committee:

Washington County Public Schools is pleased to offer a letter of support for the creation of a Healthcare Lab School to serve the students of Southwest Virginia along the I-81 corridor. The healthcare academy, named Southwest Virginia Healthcare Excellence Academy Lab School (SWVA-HEALS), is a collaborative partnership between Bristol City, Smyth County, Washington County and Wythe County Public Schools; Emory and Henry College; Virginia Highlands Community College; Wytheville Community College; the A. Linwood Holton Governor's School; and the Higher Education Center in Abingdon, Virginia.

This program will provide high school students the opportunity to explore healthcare career pathways while earning dual enrollment credits that may be transferred to one of the community colleges, Emory and Henry College, or the college of their choice. It is expected that students will be provided the opportunity to job shadow, fulfill an internship and participate in experiential learning opportunities that are not available generally to students in the public schools. Students will learn using state of the art technology and clinical simulation labs on the Health Science Campus of Emory and Henry College in Marion, Virginia, and the SWVA Higher Education Center in Abingdon, Virginia. The Healthcare Excellence Academy Lab School is designed to allow students earn college credits, career-related experiences, and real-world career preparation.

The SWVA-HEALS program will establish a high school career academy for tenth through twelfth grade students to serve as a "pipeline" for preparing future healthcare professionals to meet the workforce shortages in Southwest Virginia. The national healthcare workforce shortages have been well documented and are prevalent across all healthcare disciplines and settings; however, these workforce shortages are even greater in the rural Appalachian regions of Southwest Virginia. Studies have found that students who grow up in a rural region and earn their healthcare degree in that region are more likely to live and practice in that region. The citizens of Southwest Virginia need this support in developing healthcare professionals.

Washington County Public Schools supports this important initiative to address the healthcare workforce shortages and provide students in Southwest Virginia greater opportunities to fulfill their education and career goals.

Sincerely,

Keith Perrigan, Ed.D.
Superintendent



Wythe County Public Schools

SCHOOL BOARD OFFICE
1570 WEST RESERVOIR STREET
WYTHEVILLE, VA 24382
276-228-5411
FAX: 276-228-9192
Wythe.k12.va.us

SCHOOL BOARD
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Steven W. King
Don L. Goode

Future Primum A Nobis
The Future Begins with Us

G. Wesley Poole, Ed.D
DIVISION SUPERINTENDENT

December 1, 2023

Dear Lab School Committee,

Wythe County Public Schools is pleased to offer a letter of support for the creation of a Healthcare Lab School to serve the students of Southwest Virginia along the I-81 corridor. The healthcare academy, named Southwest Virginia Healthcare Excellence Academy Lab School (SWVA-HEALS), is a collaborative partnership between Bristol City, Smyth County, Washington County and Wythe County Public Schools; Emory and Henry College; Virginia Highlands Community College; Wytheville Community College; the A. Linwood Holton Governor's School; and the Higher Education Center in Abingdon, VA.

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Wythe County Public Schools supports this important initiative to address the healthcare workforce shortages and provide students in Southwest Virginia greater opportunities to fulfill their education and career goals.

Sincerely,

G. Wesley Poole, Ed.D.
Division Superintendent



Matthew Loos, MD
Vice President and
Chief Academic Officer

Ballad Health Corporate

1021 W. Oakland Ave. Suite 102
Johnson City, TN 37604

Matthew.Loos@balladhealth.org
423.952.8082

December 4, 2023

Dear Lab School Committee,

Ballad Health is pleased to offer a letter of support for the creation of a Healthcare Academy Lab School to serve the students of Southwest Virginia along the I-81 corridor. The healthcare academy, named Southwest Virginia Healthcare Excellence Academy Lab School (SWVA-HEALS), is a collaborative partnership between Bristol City, Smyth County, Washington County and Wythe County Public Schools; Emory and Henry College; Virginia Highlands Community College; Wytheville Community College; the A. Linwood Holton Governor's School; and the Higher Education Center in Abingdon, VA.

This program will provide high school students the opportunity to explore healthcare career pathways while earning dual enrollment credits that may be transferred to one of the community colleges, Emory and Henry College, or the college of their choice. It is expected that students will be provided the opportunity to job shadow, fulfill an internship and participate in experiential learning opportunities that are not available generally to students in the public schools. Students will learn using state of the art technology and clinical simulation labs on the Health Science Campus of Emory and Henry College in Marion, VA, and the SWVA Higher Education Center in Abingdon, VA. The Healthcare Excellence Academy Lab School is designed to allow students earn college credits, career-related experiences, and real-world career preparation.

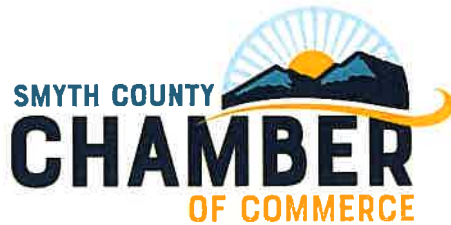
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Ballad Health has invested significant resources in pipeline development across Southwest Virginia and welcomes this important initiative to further address healthcare workforce shortages and provide students in Southwest Virginia greater opportunities to fulfill their education and career goals.

Respectfully,

A handwritten signature in black ink, appearing to read "Matthew Loos", is written over a faint, larger version of the signature.

Matthew Loos, M.D.
Chief Academic Officer
Ballad Health



December 4, 2023

Dear Lab School Committee,

The Chamber of Commerce of Smyth County is pleased to offer a letter of support for the creation of a Healthcare Lab School to serve the students of Southwest Virginia along the I-81 corridor. The healthcare academy, named Southwest Virginia Healthcare Excellence Academy Lab School (SWVA-HEALS), is a collaborative partnership between Bristol City, Smyth County, Washington County and Wythe County Public Schools; Emory and Henry College; Virginia Highlands Community College; Wytheville Community College; the A. Linwood Holton Governor's School; and the Higher Education Center in Abingdon, VA.

This program will provide high school students the opportunity to explore healthcare career pathways while earning dual enrollment credits that may be transferred to one of the community colleges, Emory and Henry College, or the college of their choice. It is expected that students will be provided the opportunity to job shadow, fulfill an internship and participate in experiential learning opportunities that are not available generally to students in the public schools. Students will learn using state of the art technology and clinical simulation labs on the Health Science Campus of Emory and Henry College in Marion, VA, and the SWVA Higher Education Center in Abingdon, VA. The Healthcare Excellence Academy Lab School is designed to allow students earn college credits, career-related experiences, and real-world career preparation.

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The Chamber of Commerce of Smyth County supports this important initiative to address the healthcare workforce shortages and provide students in Southwest Virginia greater opportunities to fulfill their education and career goals.

Sincerely,

Sarah Gillespie, Executive Director



1 Government Center Place, Suite D
Abingdon, Virginia 24210

www.washingtonvachamber.org

chamber@bvu.net

276.628.8141



December 5, 2023

Dear Lab School Committee,

The Washington County Chamber of Commerce is pleased to offer a letter of support for the creation of a Healthcare Lab School to serve the students of Southwest Virginia along the I-81 corridor. The healthcare academy, named Southwest Virginia Healthcare Excellence Academy Lab School (SWVA-HEALS), is a collaborative partnership between Bristol City, Smyth County, Washington County and Wythe County Public Schools; Emory and Henry College; Virginia Highlands Community College; Wytheville Community College; the A. Linwood Holton Governor's School; and the Higher Education Center in Abingdon, VA.

This program will provide high school students with the opportunity to explore healthcare career pathways while earning dual enrollment credits that may be transferred to one of the community colleges, Emory and Henry College, or the college of their choice. It is expected that students will be provided the opportunity to job shadow, fulfill an internship and participate in experiential learning opportunities that are not available generally to students in the public schools. Students will learn using state of the art technology and clinical simulation labs on the Health Science Campus of Emory and Henry College in Marion, VA, and the SWVA Higher Education Center in Abingdon, VA. The Healthcare Excellence Academy Lab School is designed to allow students to earn college credits, career-related experiences, and real-world career preparation.

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The Washington County Chamber of Commerce supports this important initiative to address the healthcare workforce shortages and provide students in Southwest Virginia greater opportunities to fulfill their education and career goals.

Sincerely,

Neta F. Farmer

Executive Vice President

ELITE 2023 SPONSORS



APPENDIX H

STUDENT CODE OF CONDUCT

Emory and Henry College

Southwest Virginia Healthcare Excellence Academy Lab School

Student Code of Conduct 2024

Southwest Virginia Healthcare Excellence Academy Lab School (SWVA-HEALS) students are selected to participate in the program through a competitive application process. The program is free to participating students. Students should expect to be challenged with a rigorous, dual enrollment curriculum and should be committed to:

- Respecting and collaborating with diverse populations
- Conducting themselves in a manner that positively affects the learning community's pursuit of its educational objectives, and
- Being exemplary role models of the healthcare professions while observing and participating in reflective practices.

Behavior

Students shall be held accountable for the student codes of conduct for their local school division, community college Code of Student Rights, Responsibility, and Conduct, Community College Technology Use Agreement, and SWVA-HEALS Expectations for Behavior. SWVA-HEALS students shall be responsible for their actions traveling to campus, on-campus, and on community field experiences. Any infractions of codes of conduct shall be referred to the student's home-based high school administration for disciplinary action as designated by the local school division. Parent/guardian(s) shall be notified as prescribed by the local school division.

SWVA-HEALS Expectations for Behavior

The SWVA-HEALS students shall:

1. Attend school and report to all classes regularly and on time.
2. Demonstrate respect for other students, faculty, and staff.
3. Demonstrate respect for the property of Emory and Henry Health Sciences campus, the campus of the Southwest Virginia Higher Education Center, Virginia Highlands Community College, Wytheville Community College, and any other educational, community, or business property involved in SWVA-HEALS instructional activities.
4. Refrain from conduct that is disruptive to any SWVA-HEALS, VHCC, WCC, Linwood Holton Governor's School class or activity.
5. Remain on the campus of Emory and Henry Health Sciences, the Southwest Virginia Higher Education Center, the Henderson Building, VHCC, WCC during the HEALS school hours.
6. Abide by the acceptable technology and internet use policies of home-based schools, community colleges and Emory and Henry College.

7. Refrain from abusive language, fighting, obscene conduct, public profanity, or stealing.
8. Abide by regulations governing travel to and from SWVA-HEALS on school buses and/or private vehicles.
9. Adhere to all campus safety expectations and common courtesy expectations.
10. Not engage in a form of dishonesty, including cheating, plagiarism, or knowingly furnishing false information or documents.
11. Not be in possession of illegal or dangerous weapons, look-alike weapons, or other instruments intended to inflict bodily harm.
12. Not be in possession of our alcohol, tobacco, or other drugs.
13. Not intentionally misuse or damage any of the teleconferencing, internet, or learning management technology.
14. Adhere to the loss/damaged textbook and/or other materials expectation and fees of their school divisions, Emory and Henry College, VHCC, WCC.
15. Adhere to appropriate, professional dress that supports the campus or community learning activity for the day and is in compliance with their school division dress code.
16. Maintain appropriate boundaries in their relationships with the Emory & Henry students they will encounter. It is imperative to avoid situations that could be misconstrued or deemed as inappropriate.
17. Students need to appreciate the privilege of being able to learn from human bodies including those of deceased persons that have been donated for the purpose of helping students prepare for their field of study. Proper respect and adherence to the rules of the Cadaver Lab must be followed at all times.

Attendance

The SWVA-HEALS program is a rigorous academic program and thus requires that student absences be kept to a minimum. If a student knows in advance that they will be absent from HEALS for personal reasons or a base school academic activity, it is the student's responsibility to connect with the instructor and obtain assignments prior to the absence.

Absences, tardies, and early dismissals shall be reported daily to the base high school. School division attendance policies shall be in effect. A parent/guardian shall contact the site director if a student will be absent for an extended medical situation. A doctor's excuse shall be required. The HEALS Governing Board will annually adopt the academic calendars used by Emory and Henry College and the respective community colleges. The academic-year calendar may be consistent with, but may not be exact, to the students' local school division's calendars. If a school division is open and HEALS is closed, a student shall be responsible for web-based instruction to be completed at the student's base school. If a school division is closed and VHCC or WCC are open HEALS coursework will be moved to remote learning.

Transportation

SWVA-HEALS students shall be expected to follow the transportation expectations of their school divisions. All transportation issues shall be handled by the base high schools. School divisions provide transportation to HEALS. Local school division policy shall determine whether permission will be granted for students to drive to HEALS' campuses or to be passengers in other students' cars. School division buses shall be contracted for field experiences and transportation expectations shall be in effect.

Scholarship

SWVA-HEALS is a Lab School designed to provide a unique learning experience to high school students focusing on introducing students to healthcare career opportunities. All students will receive a strong college preparatory education as they work toward an advanced studies diploma.

Students should expect a rigorous, dual enrollment curriculum. The SWVA-HEALS grading scale follows the those of EHC, VHCC, WCC, and the Governor's School. It is a 10-point grading scale as follows:

A	90-100
B.....	80-89
C.....	70-79
D.....	60-69
F.....	59 and below

Academic Honesty

Academic honesty is essential to develop students' full intellectual potential and self-worth. All HEALS students will be expected to maintain a high standard of honor in their coursework. Forms of dishonesty in coursework include: Cheating, plagiarism, unauthorized collaboration, deliberate interference with the integrity of the work of others, fabrication or falsification of data, as well as other forms of academic dishonesty. Each are considered serious offenses in college coursework for which disciplinary penalties can be imposed. HEALS students shall maintain a high standard of honesty in their coursework. Students shall not give or accept unauthorized assistance. Unauthorized assistance includes sharing oral and written information during

examinations, tests, quizzes, homework assignments, and consulting written materials or copying another's work without the instructor's expressed permission. Cheating shall include, but is not limited to, copying, plagiarism, authorized collaboration, and unauthorized divulging of information. Plagiarism is defined as the presentation of someone else's idea or words as one's own. The use of Artificial Intelligence (AI), which includes but is not limited to ChatGPT, large language model AI, and AI chatbots, is not allowed unless expressly permitted by the instructor. The use of AI will be considered to be academic dishonesty and a violation of the SWVA-HEALS Academic Code. Falsification includes the intent to mislead, as well as forgery of any signatures. Lying or stealing violates the principles of integrity and respect for self, others, and property. Clear expectations for all coursework will be prescribed in the course syllabus provided by each instructor for each course. The assignments, due dates, and consequences for violating trust in the coursework will be detailed.

Responsibility for Accountability Proceedings

(Including Request for Student Dismissal from HEALS)

The Director of HEALS, or his/her designee, shall be responsible for reporting a student's inappropriate behavior to the student's base school administrator and for collaborating with that administrator on an appropriate disciplinary resolution.

The HEALS director may request dismissal of the student from the HEALS program for the following:

- Code of Conduct violations.
- Intentional misuse or damage of any of the Emory and Henry College, Virginia Highlands CC, Wytheville CC, Linwood Holton Governor's School, SW Higher Ed. Center, or the Henderson Building properties, including teleconferencing, Internet, or web-based technology.
- Academic Dishonesty.

The director's request for a student's dismissal will be submitted to the student's base high school principal and the student's parent/guardian. A meeting will be convened to review the request, based on due process, and to recommend appropriate action.

HEALS students are responsible for their behavior and will be held accountable for inappropriate behaviors. Disciplinary action may be taken for behaviors that are inconsistent with the expectations of the HEALS program or behaviors that violate the student's home school Code of Conduct. Students may be charged for behaviors that violate the Code of Virginia.

Technology Use

Technology is an important instructional tool of SWVA-HEALS. A student's participation in SWVA-HEALS shall be contingent upon the ethical and appropriate use of the teleconferencing, networking, and web-based systems of the partners of the HEALS program. These partners include: Emory and Henry College, Virginia Highlands Community College, Wytheville Community College, A. Linwood Holton Governor's School, Bristol City Public Schools, Smyth County Public Schools, Washington County Public Schools, Wythe County Public Schools, and include the facilities of the Emory and Henry Health Science campus, the Southwest Virginia

Higher Education Center, and the Wayne C. Henderson School of Appalachian Art. Students will be expected to adhere to the Technology Use Agreements established by their home school divisions and the participating colleges.

Student/Parent Signature Form

A student folder will be issued to each student at the beginning of the school year. Each student and parent shall be expected to provide a signed and dated form indicating that they have read and understand the HEALS Student Code of Conduct which includes expectations for behavior for all students. A copy of this signature form shall be kept on file at both HEALS and the student's base high school file.

Nondiscrimination Notice

The Southwest Virginia Healthcare Excellence Academy Lab School is an equal opportunity institution. We do not discriminate according to race, ethnicity, color, ancestry, national origin, nationality, religion, sex, sexual orientation, gender, gender identity, political affiliation, or handicapping condition. No student at the SWVA-HEALS program shall, on the basis of race, ethnicity, color, ancestry, national origin, nationality, religion, sex, sexual orientation, gender, gender identity, political affiliation, or handicapping condition, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any educational program or activity sponsored by this institution.

The following Disciplinary Referral form is an example of how disciplinary incidents will be recorded, shared with the base school, and used to collect incidents data. A form will be completed for each incident identifying the inappropriate behavior and the resulting disciplinary action. This form will be used to communicate the information to the parents of the student(s) and the base school administration. This procedure will involve parents in the behavior of their student. It will also provide the base school information regarding the behavior of their students. The collection of disciplinary data will ensure that disciplinary action is fair, consistent, and effective.

Disciplinary Referral
Healthcare Excellence Academy Lab School

Student Name: _____ Date of Incident: _____

Class/Period: _____ Teacher: _____

Reason(s) for this Notice:

- | | |
|--|--------------------------------------|
| _____ Bullying/Harassment | _____ Cutting Class/Truancy |
| _____ Cheating/Lying | _____ Destructive to School Property |
| _____ Disruptive Behavior | _____ Excessive Tardiness |
| _____ Left grounds without permission | _____ Fighting/Aggression |
| _____ Improper use of an electronic device | _____ Rude/Discourteous |
| _____ Unacceptable Language | _____ Uncooperative/Defiant |

Action Taken as a Result of this Behavior:

- | | |
|---------------------------------------|---|
| _____ Conference with the student | _____ Conference with the parent |
| _____ Changed student's seat | _____ Telephoned Parent |
| _____ Consulted with school counselor | _____ Consulted with school administrator |

Present Action and Recommendation(s):

- _____ Student Reprimanded
- _____ Base School Administration notified
- _____ Parent Conference Recommended
- _____ Student Suspended
- _____ Student Placed on Probation

Additional Recommendations: _____

(Action Taken By)

(Date)

APPENDIX I

SWVA HEALS BUDGET

**SWVA-HEALS Implementation Grant
5-Year Financial Plan
SUMMARY**

One-Time Start Up Funding	\$ 1,000,000
----------------------------------	---------------------

5-Year Operational Expenses

Personnel Expenses	\$2,445,149
Dual Enrollment/Concurrent Enrollment Expenses	\$1,330,476
General Operational Expenses	\$1,440,673
Administrative Fee	\$500,000
Total Operational Expenses	\$5,716,298

Total Start Up Plus 5-Year Expenses	\$6,716,298
--	--------------------

**SWVA-HEALS
One-Time Start Up Expenses
Year 0**

Item	Estimated Cost
Two (2) Anatomage Table (3D Anatomy & Physiology Virtual Dissection)	\$220,000
Resuscitation Quality Improvement Program (RQI)	\$107,100
Clinical Skills Laboratory Equipment	\$47,900
Simulation Lab Equipment	\$300,000
Instructional Technology (video conferencing system x 4 (2 classrooms per campus)	\$225,000
Vehicles (1 car, 1 10-passenger van)	\$100,000
Total Estimated Start Up	\$1,000,000

SWVA-HEALS 5-Year Projected Operational Budget

PERSONNEL EXPENSES						
	year 1	year 2	year 3	year 4	year 5	5-Year Total
	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	
Full-Time						
Executive Director (12-mo)	\$95,000	\$97,850	\$100,786	\$103,809	\$106,923	\$504,368
Assistant Director (12-mo)	\$75,000	\$77,250	\$79,568	\$81,955	\$84,413	\$398,185
Administrative Office Support (12-mo; % of existing E&H staff)	\$8,000	\$8,240	\$8,487	\$8,742	\$9,004	\$42,473
Clinical Placement Coordinator (12-mo)	\$45,000	\$46,350	\$47,741	\$49,173	\$50,648	\$238,911
Total Full-Time Salaries	\$223,000	\$229,690	\$236,581	\$243,678	\$250,988	\$1,183,937
Total Full-Time Benefits	\$66,900	\$68,907	\$70,974	\$73,103	\$75,297	\$355,181
Total Full-Time Salaries + Benefits	\$289,900	\$298,597	\$307,555	\$316,782	\$326,285	\$1,539,118
Part-Time						
Classroom Facilitator 1	\$22,500	\$23,175	\$23,870	\$24,586	\$25,324	\$119,456
Classroom Facilitator 2	\$22,500	\$23,175	\$23,870	\$24,586	\$25,324	\$119,456
Classroom Facilitator 3	\$0	\$22,500	\$23,175	\$23,870	\$24,586	\$94,132
Media Manager (web page design/maintenance; newsletter, etc.)	\$7,500	\$7,725	\$7,957	\$8,191	\$8,437	\$39,810
Adjunct Faculty	\$45,000	\$45,000	\$45,000	\$45,000	\$45,000	\$225,000
Graduate Student Teaching Assistants	\$30,000	\$40,000	\$40,000	\$40,000	\$40,000	\$190,000
Total Part-Time Salaries	\$127,500	\$161,575	\$163,873	\$166,234	\$168,671	\$787,853
Total Part-Time Benefits	\$19,125	\$24,236	\$24,581	\$24,935	\$25,301	\$118,178
Total Part-Time Salaries + Benefits	\$146,625	\$185,811	\$188,453	\$191,169	\$193,972	\$906,031
TOTAL PERSONNEL EXPENSES	\$436,525	\$484,408	\$496,008	\$507,951	\$520,257	\$2,445,149

Instructional Costs for Dual Enrollment & Concurrent Enrollment						
	Year 1	Year 2	Year 3	Year 4	Year 5	5-Year Total
A. Linwood Holton Governor's School	\$141,500	\$155,650	\$171,215	\$188,336	\$207,169	\$863,870
Dual Enrollment - VHCC and WCC	\$255,000	\$382,500	\$382,500	\$382,500	\$382,500	\$1,785,000
Concurrent Enrollment - VHCC and WCC	\$39,600	\$59,400	\$61,182	\$63,017	\$64,907	\$288,106
Total	\$436,100	\$597,550	\$614,897	\$633,853	\$654,576	\$2,936,976
Dual enrollment reimbursement from VHCC & WCC)	229,500	\$344,250	\$344,250	\$344,250	\$344,250	1,606,500
Net Total Instructional Costs - Dual Enrollment & Concurrent Enrollment	\$206,600	\$253,300	\$270,647	\$289,603	\$310,326	\$1,330,476
TOTAL EXPENSES (annually and 5-year)	\$950,125	\$1,128,983	\$1,173,935	\$1,210,849	\$1,252,406	\$5,716,298

SWVA-HEALS 5-Year Estimated Per Pupil Funding*

	Year 1 AY2024-2025	Year 2 AY2025-2026	Year 3 AY2026-2027	Year 4 AY2027-2028	Year 5 AY2028-2029
Cohort 1	50	50	-	-	-
Cohort 2	50	50	50	-	-
Cohort 3		50	50	50	-
Cohort 4			50	50	50
Cohort 5				50	50
Cohort 6					50
Total Projected Enrollment	100	150	150	150	150
Projected HEALS Graduates		50	50	50	50
		Cohort 1	Cohort 2	Cohort 3	Cohort 4

Maximum Per Pupil Funding

	Year 1	Year 2	Year 3	Year 4	Year 5	5-Year Total
Cohort 1	\$478,900	\$478,900				\$957,800
Cohort 2	\$478,900	\$478,900	\$478,900			\$1,436,700
Cohort 3		\$478,900	\$478,900	\$478,900		\$1,436,700
Cohort 4			\$478,900	\$478,900	\$478,900	\$1,436,700
Cohort 5				\$478,900	\$478,900	\$957,800
Cohort 6					\$478,900	\$478,900
Total	\$957,800	\$1,436,700	\$1,436,700	\$1,436,700	\$1,436,700	\$6,704,600

*per pupil funding rate of \$9,578 per student

Actual Per Pupil Funding	Year 1	Year 2	Year 3	Year 4	Year 5	5-Year Average
	9,501.25	7,526.55	7,826.23	\$8,072.32	8,349.37	\$8,306.78

APPENDIX J

SOUTHWEST VIRGINIA HIGHER EDUCATION CENTER FACILITIES

Southwest Virginia Higher Education Center

On the campus of Virginia Highlands Community College

Abingdon, VA

Students from Bristol City Public Schools and Washington County Public Schools will attend classes at the Southwest Virginia Higher Education Center daily. The Southwest Virginia Higher Education Center is located on the campus of Virginia Highlands Community College and the SWVA-HEALS students will also have access to the facilities of the community college. This will include the library facilities. There will be special events within the program and within individual courses where students from Smyth County and Wythe County will be bused to the Southwest Virginia Higher Education Center to take advantage of the facilities.

The Southwest Virginia Higher Education Center provides classroom space (one room is even titled the “Emory and Henry Room” and serves the SWVA-HEALS program), science labs, simulation labs, computer labs, and study spaces. The Southwest Virginia Higher Education Center is currently developing a regional simulation lab which will be a shared, state-of-the-art multidisciplinary lab. This new lab space will be configured to simulate medical and home care facilities, include new technology in virtual reality/augmented reality/immersion simulators and scenarios to enhance educational offerings. The space will include A/V equipment updates to record clinical simulations, debrief space and control rooms. The Lab will be stocked with medical supplies, simulated medications and storage to mimic real clinical experiences. The Center also has a video conferencing system which will allow the students at the Higher Education Center to link to the students at the Emory and Henry Health Science campus. Housed in the Southwest Virginia Higher Education Center are healthcare related programs provided by Bluefield University, East Tennessee State University, King University, Old Dominion University, Radford University, Virginia Commonwealth University, and Emory and Henry College. Plans are in place for SWVA-HEALS students to have opportunities to observe events within these programs and participate in experiential learning. These college students will also serve as mentors of the SWVA-HEALS students.

The Southwest Virginia Higher Education Center exceeds all ADA requirements and is fully compliant with building and fire codes. A security guard is employed and is on site daily.

The pictures that follow show some to the space that the SWVA-HEALS students will access. The building is extremely well maintained and provides our students with state-of-the-art facilities.

The Southwest Virginia Higher Education Center



Executive Auditorium



The Emory and Henry Room.
The E&H logo will be added to the blue wall.
Classroom space.



Simulation Lab space.



Clinical Laboratory Science Space.



Nursing Clinical Skills Lab.

APPENDIX K

EMORY AND HENRY COLLEGE HEALTH SCIENCES CAMPUS FACILITIES

Emory and Henry College Health Sciences Campus

Marion, VA

Students from Smyth County Public Schools and Wythe County Public Schools will attend classes daily at the Emory and Henry College of Health Sciences campus. There will be special events within the program and within individual courses where students from the City of Bristol and Washington County will be bused to the Emory and Henry Health Sciences campus to take advantage of the facilities.

The E&H Health Science building provides large classroom spaces, seven clinical skills labs, a health sciences library, clinical simulation labs, and student study rooms. The simulation lab spaces are state-of-the-art and include a cadaver lab, birthing lab, physical therapy skills labs, a clinical simulation lab, a nursing lab, and a falls prevention center. The Health Science building has a video conferencing system that will allow the students on the Emory and Henry Health Sciences campus to connect with the students at the Southwest Virginia Higher Education Center. Housed at the Emory and Henry College of Health Sciences are graduate programs in Clinical Mental Health Counseling, Addiction Counseling, Occupational Therapy, Physical Therapy, and Physician Assistant. Plans are in place for SWVA-HEALS students to have opportunities to observe events within these programs and participate in experiential learning. These college students will also serve as mentors of the SWVA-HEALS students.

The Emory and Henry College Health Sciences campus exceeds all ADA requirements and is fully compliant with building and fire codes. A security guard is employed and is on site daily. The building is locked and requires an ID scan to enter.

The pictures that follow show some of the space that the SWVA-HEALS students will access. The building is extremely well maintained and provides our students with state-of-the-art facilities.



Virginia Board of Education College Laboratory School Application - Appendices
Emory & Henry Healthcare Excellence Academy Lab School



E&H School of Health Sciences
Large Lecture Hall



Cadaver Lab



Physical Therapy Skills Labs



Standardized Patient Room – Clinical Simulation Lab



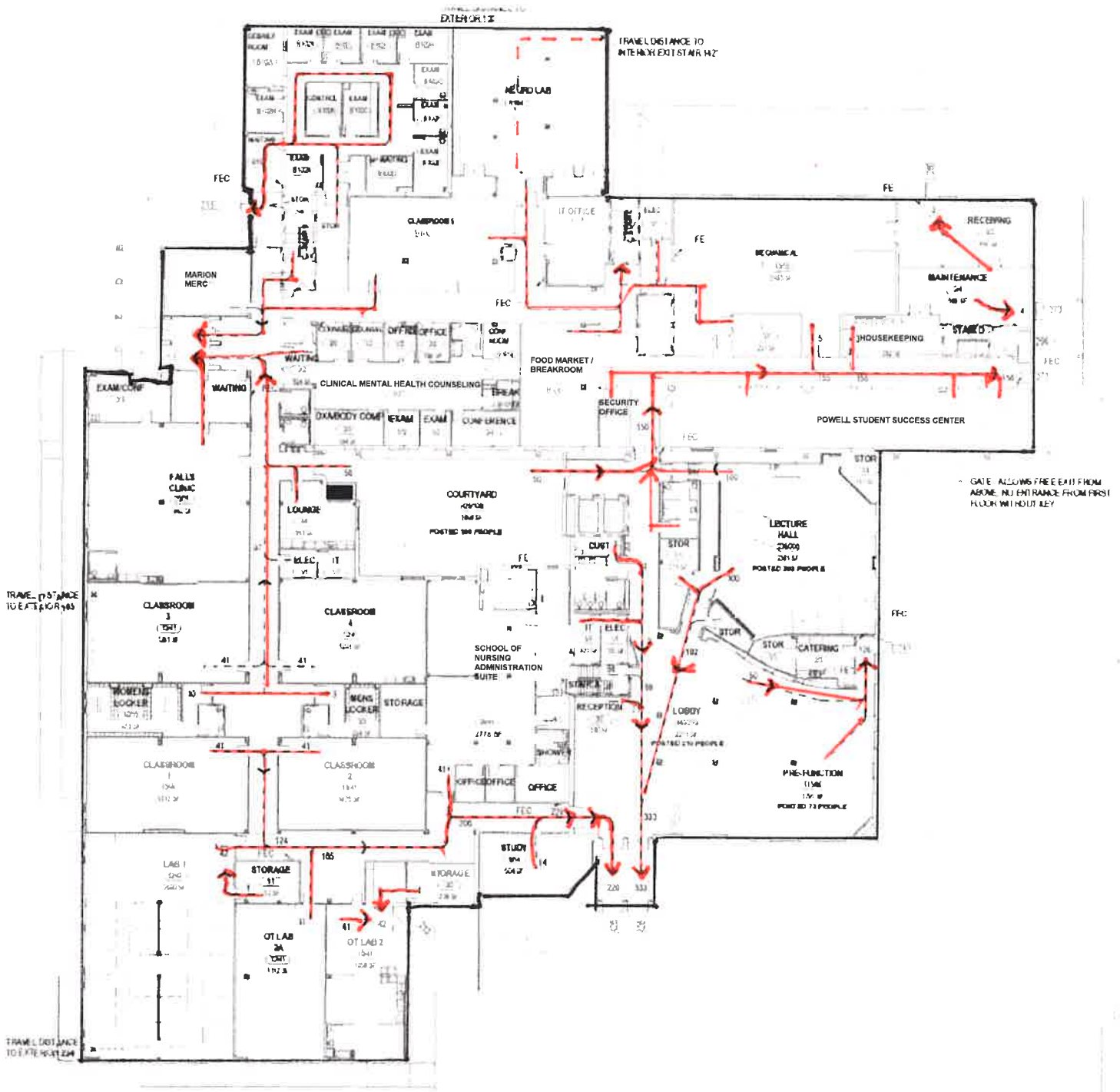
Nursing Lab

APPENDIX L

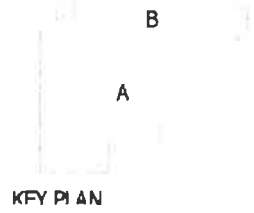
EMERGENCY OPERATIONS PLANS

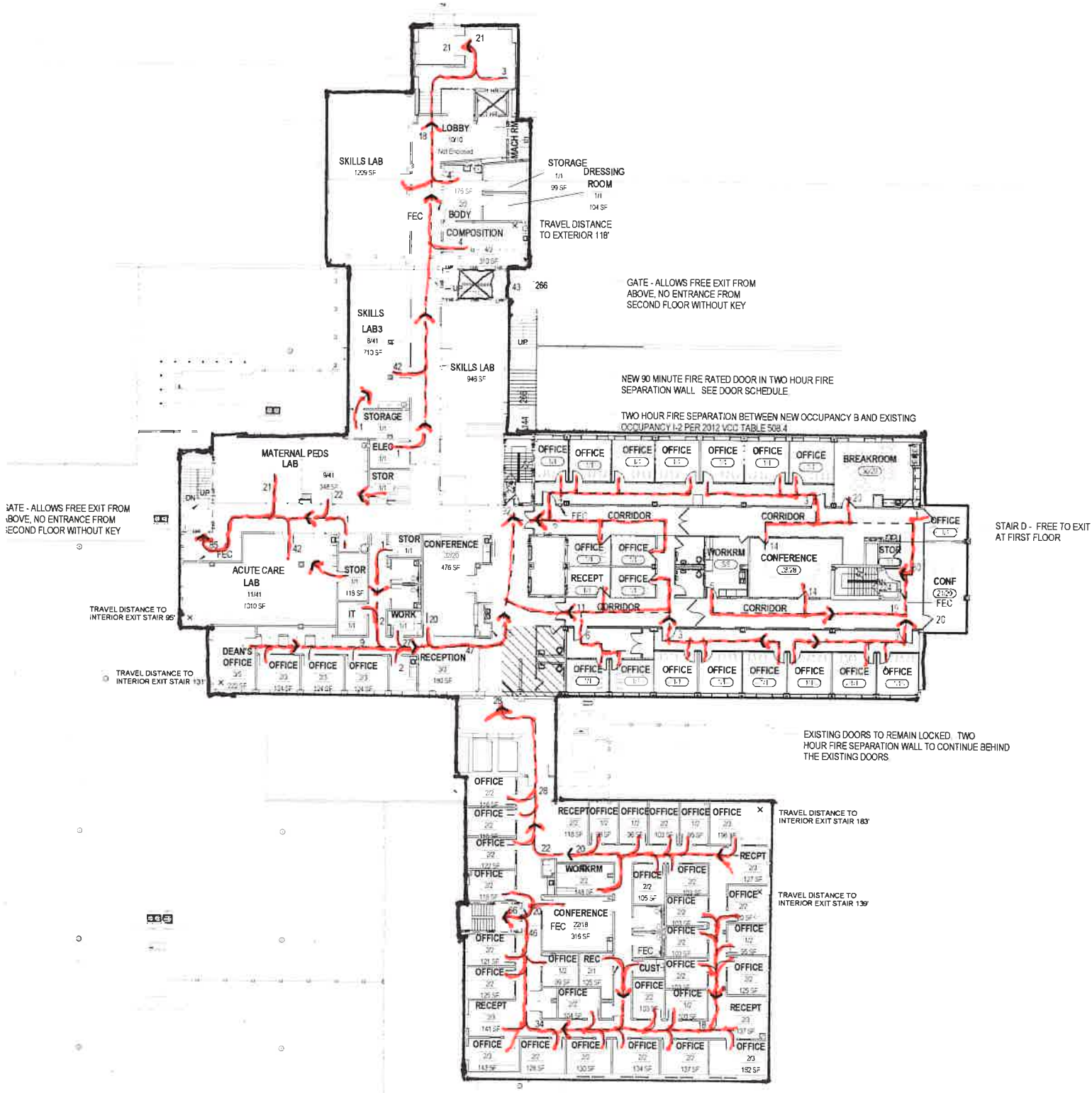
Emergency Evacuation Routes

Emory and Henry College Health Sciences Building



AS FIRST FLOOR LIFE SAFETY PLAN
 (1/19) SCALE: 1/8" = 1'-0"





GATE - ALLOWS FREE EXIT FROM ABOVE. NO ENTRANCE FROM SECOND FLOOR WITHOUT KEY

GATE - ALLOWS FREE EXIT FROM ABOVE. NO ENTRANCE FROM SECOND FLOOR WITHOUT KEY

NEW 90 MINUTE FIRE RATED DOOR IN TWO HOUR FIRE SEPARATION WALL. SEE DOOR SCHEDULE.

TWO HOUR FIRE SEPARATION BETWEEN NEW OCCUPANCY B AND EXISTING OCCUPANCY I-2 PER 2012 VCC TABLE 508.4

STAIR D - FREE TO EXIT AT FIRST FLOOR

EXISTING DOORS TO REMAIN LOCKED. TWO HOUR FIRE SEPARATION WALL TO CONTINUE BEHIND THE EXISTING DOORS.

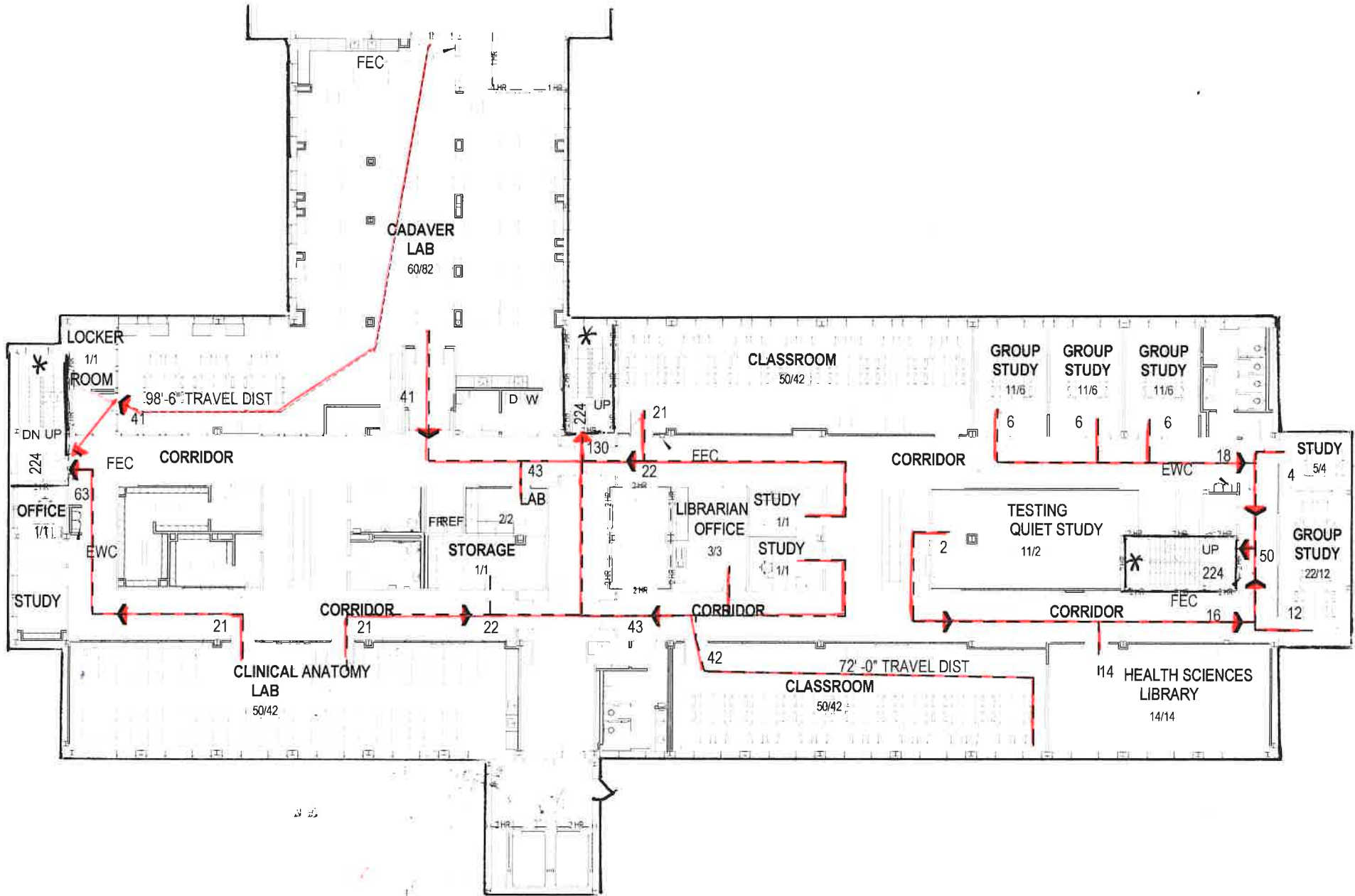
TRAVEL DISTANCE TO INTERIOR EXIT STAIR 95

TRAVEL DISTANCE TO INTERIOR EXIT STAIR 131

TRAVEL DISTANCE TO INTERIOR EXIT STAIR 183

TRAVEL DISTANCE TO INTERIOR EXIT STAIR 139

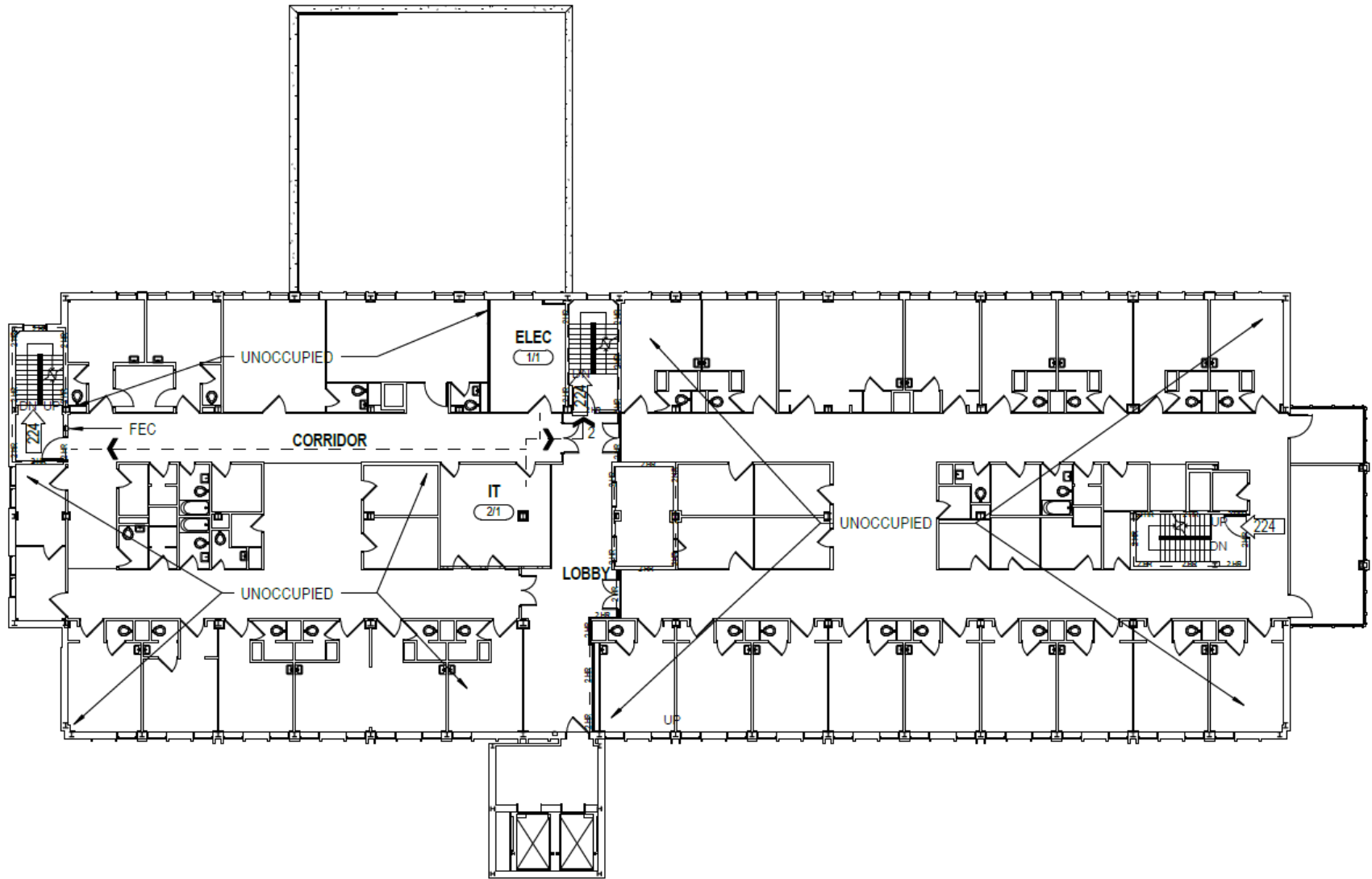




THIRD FLOOR LIFE SAFETY PLAN

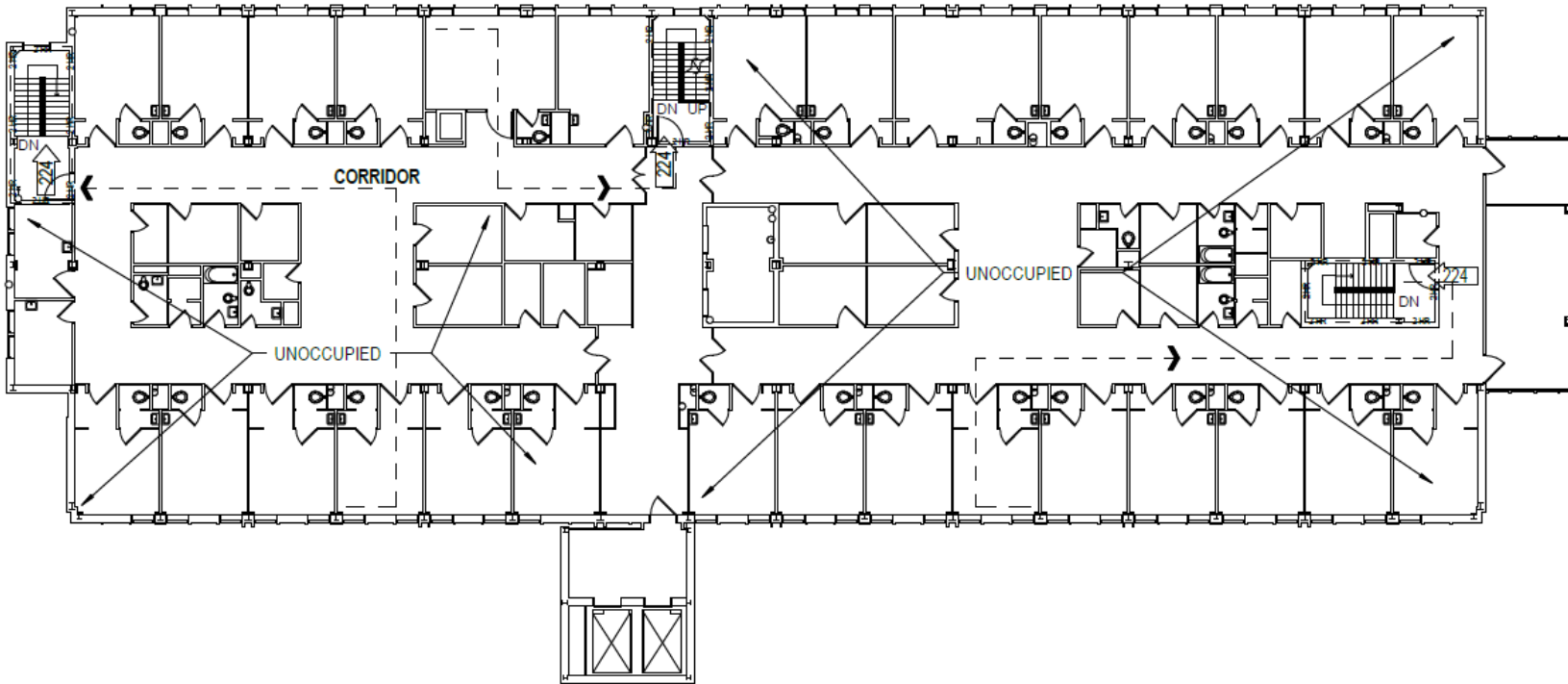
SCALE: 1/16" = 1'-0"





FOURTH FLOOR LIFE SAFETY PLAN

SCALE: 1/16" = 1'-0"





A Partnership of Top-Ranked Universities with a Space for You.

Emergency Action Plan (EAP)

EMERGENCY PROCEDURES GUIDE & INFORMATION

As of: March 1, 2022

EMERGENCY PROCEDURES GUIDE

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BUILDING EVACUATION DETAILS

In the event of an incident requiring evacuation from the building, occupants should quickly exit the building and move as far away from the building as possible. Do not use the elevators during an evacuation. Occupants should assist those who may need help evacuating the building and inform emergency responders of any help needed to evacuate individuals.

Once evacuated from the building, the buddy system should be used to account for other known occupants of the building. If an occupant cannot be located, make a list and inform emergency responders of the name and the last known approximate location within the building.

EMERGENCY NUMBERS

IMMEDIATE EMERGENCY RESPONSE

Police, Fire, and Rescue: 911

DIALING 911



Dial 911 from your cell phone or any Center phone when you need Police, Fire, or Emergency Medical Services. Remain calm—your actions influence others!

- ✓ Tell the dispatcher your location and provide the exact address:

**One Partnership Circle
Abingdon, Virginia 24210**

- ✓ Describe the nature of the emergency clearly and accurately.

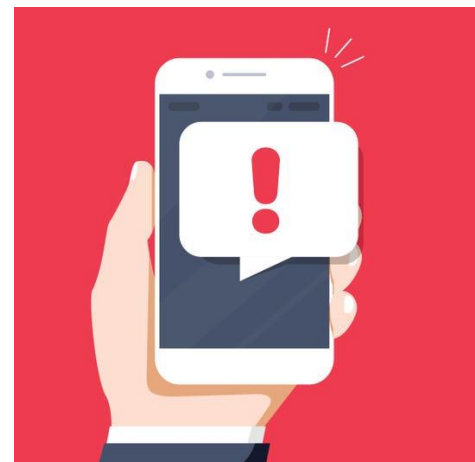
- ✓ Provide your full name and the telephone number from which you are calling in case you are disconnected.
- ✓ Remain calm and DO NOT hang up as additional information may be needed. If possible, have someone other than yourself meet emergency personnel outside the building.

HEC ALERT SYSTEM

The Southwest Virginia Higher Education Center utilizes the HEC Alert System to immediately contact you during a major crisis, emergency, significant incident, or operational schedule change. In order to receive notifications, subscribers must enroll a mobile phone number for SMS text alerts. If an incident or emergency occurs, authorized senders will instantly notify you via the HEC Alert System.

To enroll in SMS (Text Message) Alerts:

Text #HECAAlerts to 276-695-3567



AIRCRAFT DISASTER



The Center is in the takeoff and landing path of the Virginia Highlands Airport. If an aircraft should crash on the grounds of the Center, call 911 immediately.

- ✓ Call 911!
- ✓ If the crash involves the building or is in close proximity to the building, evacuate the Center's occupants as far away from the crash area as possible.
- ✓ Evacuees should be uphill and upwind of the crash site.
- ✓ If the crash is near the Center but does not affect the building, occupants should remain in the building until further instruction is provided.

BOMB THREAT



A bomb threat may come to the attention of the receiver in various ways. It is important to compile as much information as possible. Most bomb threats are false and are intended to elicit a response from the building occupants. In the case of a *written* threat, it is vital that the document be handled by as few people as possible as it is evidence that should be turned over to the police. If a threat is received via *email*, the recipient should save the information on the computer. Most bomb threats are transmitted over the *telephone*.

The following instructions provide guidance on answering a bomb threat call:

- ✓ Remain calm.
- ✓ Refer to the attached Homeland Security Bomb Threat Checklist (Next Page).
- ✓ Record information from the telephone display.
- ✓ Keep the caller on the line as long as possible. **DO NOT HANG UP, EVEN IF THE CALLER DOES.**
- ✓ Gather as much information as possible.
- ✓ Listen carefully, be polite, and show interest.
- ✓ Try to keep the caller talking.
- ✓ Pay attention to any background noise and distinctive sounds.
 - *Machinery*
 - *Traffic*
 - *Other Voices*
 - *Music*
 - *Television*
 - *Etc.*
- ✓ Note any characteristics of the caller's voice.
 - *Gender*
 - *Age*
 - *Education*
 - *Accent*
 - *Etc.*
- ✓ Attempt to obtain information on the location of the device (*i.e. building, floor, room, etc.*)
- ✓ Attempt to obtain information on the time of detonation and type of detonator.
- ✓ Immediately after the caller has ended the call, dial 911 from a different phone and await instructions.
- ✓ If the threat was left on your voicemail, **DO NOT** erase.
- ✓ Notify the immediate supervisor within your work area.



The decision to evacuate the Center will be made after a thorough evaluation of available information including but not limited to:

- Nature of the threat.
- Specificity of location and time of detonation.
- Circumstances related to the threat (*i.e. political climate, series of events leading to the threat, etc.*)
- Discovery of a device or unusual package, luggage, etc.

The police will dispatch a search team and will organize the search. Other emergency units will be alerted to the threat and asked to stand by for further instructions. Persons leaving the building should report to a specified location to await further instructions.

BOMB THREAT PROCEDURES

This quick reference checklist is designed to help employees and decision makers of commercial facilities, schools, etc. respond to a bomb threat in an orderly and controlled manner with the first responders and other stakeholders.

Most bomb threats are received by phone. Bomb threats are serious until proven otherwise. Act quickly, but remain calm and obtain information with the checklist on the reverse of this card.

If a bomb threat is received by phone:

1. Remain calm. Keep the caller on the line for as long as possible. DO NOT HANG UP, even if the caller does.
2. Listen carefully. Be polite and show interest.
3. Try to keep the caller talking to learn more information.
4. If possible, write a note to a colleague to call the authorities or, as soon as the caller hangs up, immediately notify them yourself.
5. If your phone has a display, copy the number and/or letters on the window display.
6. Complete the Bomb Threat Checklist immediately. Write down as much detail as you can remember. Try to get exact words.
7. Immediately upon termination of call, DO NOT HANG UP, but from a different phone, contact authorities immediately with information and await instructions.

If a bomb threat is received by handwritten note:

Call

 Handle note as minimally as possible.

If a bomb threat is received by e-mail: Call

Do not delete the message.

Signs of a suspicious package:

- No return address
- Poorly handwritten
- Excessive postage
- Misspelled words
- Stains
- Incorrect titles
- Strange odor
- Foreign postage
- Strange sounds
- Restrictive notes

Unexpected delivery

* Refer to your local bomb threat emergency response plan for evacuation criteria DO NOT:

- Use two-way radios or cellular phone. Radio signals have the potential to detonate a bomb.
- Touch or move a suspicious package.

WHO TO CONTACT (Select One)

- 911
- Follow your local guidelines

For more information about this form contact the DHS Office for Bombing Prevention at OBP@dhs.gov



Homeland Security

DATE: _____ TIME: _____ 2014

BOMB THREAT CHECKLIST

TIME CALLER PHONE NUMBER WHERE HUNG UP:
 CALL RECEIVED:

Ask Caller:

- Where is the bomb located?
(building, floor, room, etc.)
- When will it go off?
- What does it look like?
- What kind of bomb is it?
- What will make it explode?
- Did you place the bomb? Yes No
- Why?
- What is your name?

Exact Words of Threat:

Information About Caller:

- Where is the caller located? (background/level of noise)
- Estimated age:
- Is voice familiar? If so, who does it sound like?
- Other points:

Caller's Voice	Background Sounds	Threat Language
<input type="checkbox"/> Female	<input type="checkbox"/> Animal noises	<input type="checkbox"/> Incoherent
<input type="checkbox"/> Male	<input type="checkbox"/> House noises	<input type="checkbox"/> Message read
<input type="checkbox"/> Accent	<input type="checkbox"/> Kitchen noises	<input type="checkbox"/> Taped message
<input type="checkbox"/> Angry	<input type="checkbox"/> Street noises	<input type="checkbox"/> Irrational
<input type="checkbox"/> Calm	<input type="checkbox"/> Booth	<input type="checkbox"/> Profane
<input type="checkbox"/> Clearing throat	<input type="checkbox"/> PA system	<input type="checkbox"/> Well-spoken
<input type="checkbox"/> Coughing	<input type="checkbox"/> Conversation	
<input type="checkbox"/> Cracking voice	<input type="checkbox"/> Music	
<input type="checkbox"/> Crying	<input type="checkbox"/> Motor	
<input type="checkbox"/> Deep	<input type="checkbox"/> Clear	
<input type="checkbox"/> Deep breathing	<input type="checkbox"/> Static	
<input type="checkbox"/> Disguised	<input type="checkbox"/> Office machinery	
<input type="checkbox"/> Distinct	<input type="checkbox"/> Factory machinery	
<input type="checkbox"/> Excited	<input type="checkbox"/> Local	
<input type="checkbox"/> Laughter	<input type="checkbox"/> Long Distance	
<input type="checkbox"/> Lisp		
<input type="checkbox"/> Loud		
<input type="checkbox"/> Nasal		
<input type="checkbox"/> Normal		
<input type="checkbox"/> Ragged		
<input type="checkbox"/> Rapid		
<input type="checkbox"/> Raspy		
<input type="checkbox"/> Slow		
<input type="checkbox"/> Slurred		
<input type="checkbox"/> Stutter		
<input type="checkbox"/> Soft		

Other Information

EARTHQUAKE

During an earthquake, most injuries occur when people inside the building attempt to move to a different location in the building or attempt to leave the building. The area near the exterior walls of a building is the most dangerous place to be. Windows, facades, and architectural details are often the first parts of a building to collapse. In order to stay away from this danger zone, you should stay inside if you are already inside or outside if you are already outside. Injuries can be avoided if you drop to the ground and take cover before the earthquake drops you.



If you are indoors:

- ✓ Stay inside until the shaking stops.
- ✓ DROP to the ground, take COVER by getting under a sturdy table or other piece of furniture, and HOLD ON until the shaking stops. If there are no tables or desks near you, cover your face and head with your arms and crouch in an interior corner of the building.
- ✓ Stay away from glass, windows, outside doors and walls, and anything that could fall such as lighting fixtures or furniture.
- ✓ Be aware that the electricity could go out and the sprinkler systems or fire alarms may turn on.
- ✓ DO NOT USE ELEVATORS!

If you are trapped under debris:

- ✓ Do not move about or kick up dust.
- ✓ Cover your mouth with a handkerchief or article of clothing.
- ✓ Tap on a pipe or wall to help rescuers locate you. Shout ONLY as a LAST RESORT. Shouting can cause you to inhale dangerous amounts of dust.

If you are outdoors:

- ✓ Stay there.
- ✓ Move away from buildings, streetlights, and utility wires.
- ✓ Once you are in the open, stay in the open until the shaking stops.

If you are in a moving vehicle:

- ✓ Stop as quickly as safety permits and stay inside the vehicle. Avoid stopping near or under buildings, trees, overpasses, and utility wires.

- ✓ Proceed cautiously once the earthquake has stopped. Avoid roads, bridges, or ramps that may have been damaged by the earthquake.

After the shaking has stopped, evaluate your surroundings:

- ✓ Look for safety hazards such as fire, smoke, smell of gas or fumes, dangerous debris, or obvious structural damage.
- ✓ Look for injured or trapped persons.
- ✓ If you are in a building and there are no obvious hazards, do not evacuate.
- ✓ If the structural integrity of the building is compromised or your surroundings are hazardous, evacuate. Use the stairs.
- ✓ Determine if Emergency Responders are needed. If yes, call 911.
- ✓ Determine if the building needs to be evaluated for damage. If yes, contact Facilities Management at 1-276-619-4347. Facilities Management will deploy personnel for damage assessments.

SUBSEQUENT PROCEDURES/INFORMATION

Expect aftershocks. These secondary shockwaves are usually less violent than the main quake but can be strong enough to cause additional damage to weakened structures and can occur in the first hours, days, weeks, or even months after an earthquake.

- ✓ Take steps to account for people. Gather at designated assembly areas and determine if everyone is present, including employees and guests.
- ✓ If the building was evacuated, an evaluation of the building should be conducted to address damage. DO NOT reenter the building until the evaluation is complete.
- ✓ Listen to the battery-operated radio or television for the latest emergency information. The Center's operating status will be posted online at www.swcenter.edu.
- ✓ Use the telephone ONLY for emergency calls.
- ✓ Stay away from damaged areas unless your assistance has been specifically requested.
- ✓ Inspect your workspace for damage and report any damage to your supervisor.
- ✓ Open cabinets with caution; beware of objects that may fall from shelves.
- ✓ Clean up spilled bleaches, gasoline, or other flammable liquids immediately if you are trained to do so. Leave the area and call 911 if you smell natural gas or fumes from other chemicals. Call 911 if assistance is needed.



FIRE/EXPLOSION

A fire may include visible flames, smoke, or strong odors of burning. An explosion is caused by a rapid expansion of gas from chemical reactions or incendiary devices. The appropriate emergency action is for persons to evacuate the building quickly and safely; and notify the Fire Department by dialing 911.

Act as if fire alarms are always legitimate and evacuate immediately.



- ✓ Activate the nearest fire alarm pull station.
- ✓ EVACUATE. If smoke is present, stay low to the floor.
- ✓ Beware of falling debris. Take cover and protect your head.
- ✓ If you become trapped, tap on a wall or pipe to alert rescuers.
- ✓ Untrained persons should not attempt to rescue people who are inside a collapsed building. Wait for Emergency Personnel to arrive.
- ✓ Call 911 when it is safe to do so.

For occupants of the building:

- ✓ Close, but do not lock the doors to your immediate area as you exit.
- ✓ EVACUATE the building via the nearest exit. Assist others in exiting the building.
- ✓ DO NOT USE ELEVATORS.
- ✓ Avoid smoke-filled areas.

For persons evacuating from the immediate fire area:

- ✓ Feel doors from top to bottom with the back of your hand. If it is hot, DO NOT proceed; go back.
- ✓ If door is cool, crouch low and open the door slowly. Close the door quickly if smoke is present so that you do not inhale it.
- ✓ If no smoke is present, exit the building via the nearest stairwell or exit.
- ✓ If you encounter heavy smoke in a stairwell, go back and try another stairwell.

The Fire Department will control the scene and make pertinent decisions. They will decide when to give control of the scene back to the Center. The Center's Director will decide when tenants may return to the building.



HAZARDOUS MATERIALS RELEASE

A hazardous materials incident may be a spill or release of chemicals, radioactive materials, or biological materials inside a building or to the environment. Minor hazardous materials spills may be managed locally by personnel who are trained and familiar with the materials. A major hazardous materials incident constitutes an emergency situation that endangers lives or the environment that requires assistance from emergency response agencies such as the Fire Department or Regional Hazardous Materials Response Team.



- ✓ Move away from the site of the hazard to a safe location.
- ✓ Call 911 when safe to do so.
- ✓ Alert others to stay clear of the area.
- ✓ Wait and provide information to Emergency Response personnel.

The decision to call for emergency assistance may be made by:

- A hazardous materials user involved in an incident.
- A person discovering an agent.
- The resource or emergency unit receiving the call for assistance.

INFRASTRUCTURE FAILURE



The Center could experience infrastructure issues that could render the Center unsafe due to electricity, water, steam, or other failures.

- ✓ If a critical incident is experienced relating to water, electricity, or steam, notify the Facilities Management office.
- ✓ If a critical incident is experienced relating to telephone systems or computers, notify the IT office.

First Responders will determine whether a critical incident exists and will report to the appropriate parties and to the Center's Director.



MEDICAL EMERGENCY



In the event of a serious illness or injury, dial 911.

Provide the following information to the dispatcher:

- Exact location of the victim.
- Call back information in case you are disconnected.
 - *Full Name*
 - *Phone Number*
- Sex and approximate age of the victim.
- Nature of the illness or injury.
- Pertinent medical history if known.

WHAT TO DO UNTIL HELP ARRIVES

If a serious injury or illness occurs at the Center, immediately call 911.

- ✓ Remain calm.
- ✓ If possible, send someone to meet Emergency Responders outside and direct them to the person's location.
- ✓ Keep the victim still and comfortable. DO NOT move the victim unless the person is in immediate danger.
- ✓ Ask the victim, "Are you okay?" and "What is wrong?" Notice if the victim is able to respond.
- ✓ Check for signs of breathing and a pulse. If there is no pulse and you have been trained, perform CPR or use an AED.
 - *The Center's AED is mounted on the wall near the main Information Desk.*
- ✓ Control serious bleeding by applying direct pressure to the wound.
- ✓ In case of a minor injury or illness, provide First Aid care.
 - *Note the First Aid kits and the names of First Aid/CPR trained personnel in your area.*



MISSING CHILD OR VULNERABLE ADULT

If someone approaches you with information that a child or vulnerable adult under their care is missing, follow these steps:

- ✓ Perform a quick search of the immediate area.
- ✓ Call 911 if you cannot quickly locate the individual and follow the instructions of Law Enforcement.
- ✓ Collect the following information regarding the missing individual:
 - *Name*
 - *Age*
 - *Sex*
 - *Skin Color*
 - *Hair Color*
 - *Height*
 - *Weight*
 - *Clothing*
 - *Location last seen*
 - *Was the individual with anyone else?*
 - *Does the reporting party have any recent photos of the missing individual readily available?*



If you encounter a child or vulnerable adult that seems to be lost or unsure of their surroundings, follow these steps:

- ✓ Talk to the individual to determine if they are truly lost.
- ✓ Ask the individual for parent or caregiver contact information. If they can provide the information, use it to contact the parent or caregiver.
- ✓ Call 911 if the individual is not able to provide you with contact information for a parent or caregiver; or if you cannot make quick contact with the parent or caregiver.
- ✓ Stay with the individual in your current location unless you are in immediate danger.

SEVERE WEATHER



When severe weather conditions become apparent, the U.S. Weather Bureau describes the conditions in two classifications:

- A **WATCH** becomes effective when atmospheric conditions are right to produce a particular weather phenomenon.
- A **WARNING** means that the weather condition has been spotted and prompt action must be taken for safety.

- ✓ Move away from outside windows. If the windows inside your office are supplied with blinds, close the blinds in order to provide protection from broken glass.
- ✓ Do not panic.
- ✓ If evacuated, lock all desk drawers and take all items of value with you.
- ✓ If evacuated, use a route that is in the building's interior and stay away from large expanses of glass and windows.
- ✓ Use stairwells rather than an elevator.
- ✓ If evacuated, **DO NOT** return to your office until advised to do so.

Please check HEC ALERTS for closings and delays. Announcements may also be made through various local television and radio stations.



SUSPICIOUS OBJECT

- ✓ DO NOT touch or disturb the object.
- ✓ Leave the immediate area of the object and call 911.
- ✓ Report the type of object and location of the object to First Responders. Prepare to evacuate if instructed to do so.



SUSPICIOUS ODOR

SMELL OF SMOKE OR GAS

- ✓ Activate the nearest fire alarm pull station.
- ✓ Evacuate the immediate area and call 911.
- ✓ Report the type of odor and location of the odor to First Responders. Prepare to evacuate if instructed to do so.

ANY OTHER ODOR

- ✓ Investigate if possible and safe to do so.
- ✓ If you do not know which utility service is affected, contact Facilities Management.

SUSPICIOUS PERSON

“If you SEE something, SAY something.”

SIGNS OF A SUSPICIOUS PERSON

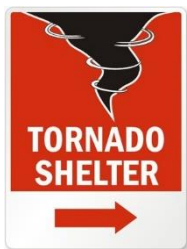
Signs of a suspicious person include but are not limited to:

- A person who does not belong gaining or trying to gain access to a restricted area.
- A person forcibly entering a locked vehicle or door.
- A person who photographs, videotapes, sketches, or asks detailed questions about infrastructure.
- A person acting in an unusual manner or seems out of the ordinary.

SUSPICIOUS PERSON RESPONSE

- ✓ Dial 911 and provide the following information:
 - *Area where the suspicious person is located.*
 - *What the suspicious person is doing.*
 - *Description of the suspicious person.*
- ✓ Do not let anyone into a locked room without proper authority.
- ✓ Do not engage in a confrontation with the person.
- ✓ Do not block the person's exit.

TORNADO



A **TORNADO WATCH** means tornados are possible in and near the watch area. During a tornado watch, staff should be alert to weather conditions.

A **TORNADO WARNING** means that a tornado has been sighted or indicated by weather radar. There is imminent danger to life and property. Move to an interior room on the lowest level of the building. Avoid windows.

- ✓ Remain calm and avoid panic.
- ✓ Go to an area of safety.
 - *Look for rooms and corridors in the innermost part of a building.*
 - *Avoid windows, corridors with windows, or large freestanding expanses.*
- ✓ There is no guaranteed safe place during a tornado, however, it is important to seek shelter in the best location to minimize your exposure.
- ✓ DO NOT use elevators during a tornado warning.
- ✓ Close all doors, including those in main corridors, making sure they latch.
- ✓ Crouch near the floor or under heavy, well-supported objects and cover your head.
- ✓ If outside, lie down in a low-lying ditch and cover your head.
- ✓ Be alert for fire.
 - *In the event of a fire, the Fire Plan should be utilized.*
 - *The decision to return to your work area will be communicated by the Director.*



Your first concern after a disaster is your health and safety. You need to consider possible safety issues and monitor your health and well-being.

AIDING THE INJURED

- ✓ Check for injuries and call 911 if needed.
- ✓ Do not attempt to move seriously injured persons unless they are in immediate danger of death or further injury.
- ✓ If you must move an unconscious person, first stabilize their neck and back, then call for assistance.

SAFETY ISSUES

- ✓ Be aware of new safety issues created by the disaster. Watch for debris; leaking, hazardous materials; gas leaks; broken glass; damaged electrical wiring; and injured co-workers and guests.
- ✓ Inform local authorities about health and safety issues, including chemical spills, downed power lines, and smoldering insulation.



VIOLENT INCIDENT

Violent incidents including, but not limited to, acts of terrorism, assault, or other incidents of workplace violence can occur at the Center with little or no warning.

The Center has adopted nationally accepted Law Enforcement response procedures to contain and terminate such threats as quickly as possible. The following information regarding Law Enforcement response will enable you to take appropriate protective actions for yourself. Attempt to remain calm as your actions will influence others. The following instructions are intended for incidents that are of an emergent nature (*i.e. imminent or in progress*).

- ✓ **RUN!** Evacuate if a safe route is available.
- ✓ **HIDE!** If it is unsafe to escape, hide in an area out of view.
 - *Lock the door and block entry. Stay behind solid objects and away from the door.*
 - *Turn off the lights and computers. Silence cell phones.*
- ✓ **FIGHT!** Prepare to defend yourself if necessary.
- ✓ **CALL 911** when it is safe to do so.

SECURE THE IMMEDIATE AREA

Whether in a classroom, office, or restroom:

- ✓ Lock or barricade the door if you are able. Block the door using whatever is available (*i.e. desks, tables, filing cabinets, other furniture, books, etc.*).
- ✓ After securing the door, stay behind solid objects away from the door as much as possible.
- ✓ If the assailant enters your room and leaves, lock or barricade the door behind them.
- ✓ If it is safe to do so, allow others to seek refuge with you.

PROTECTIVE ACTIONS

Take appropriate steps to reduce your vulnerability:

- ✓ Close blinds.
- ✓ Block windows.
- ✓ Turn off radios and computer monitors.
- ✓ Silence cell phones.
- ✓ Place signs in interior doors and windows to identify your location and the location of injured persons.
- ✓ Keep people calm and quiet.
- ✓ After securing the room, position yourself out of sight and behind items that might offer additional protection (*i.e. walls, desks, filing cabinets, bookshelves, etc.*).

UNSECURED AREAS

If you find yourself in an open area, seek protection immediately:

- ✓ Put something between you and the assailant.
- ✓ Consider trying to escape if you know where the assailant is and there appears to be an escape route immediately available to you.
- ✓ If in doubt, find the safest available area and secure it the best that you can.

CALL 911

Emergency situations should be reported to Law Enforcement by dialing 911. You may hear multiple rings, but you should stay on the line until it is answered; DO NOT hang up. Be prepared to provide the 911 operator with as much information as possible such as:

- What is happening.
- Where you are located including the building name and room number.
- Number of people at your specific location.
- Injuries, if any, including the number of people injured and types of injuries.
- Your name and other information as requested.

Try to provide information in a calm, clear manner so that the 911 operator may quickly relay your information to responding Law Enforcement and Emergency Personnel.

WHAT TO REPORT

Try to note as many details as possible about the assailant, including:

- Specific location and direction of the assailant.
- Number of assailants.
- Gender, race, and age of the assailant.
- Language or commands used by the assailant.
- Clothing color and style.
- Physical features (*i.e. height, weight, facial hair, glasses, etc.*)
- Type of weapons (*i.e. handgun, rifle, shotgun, explosives, etc.*)
- Description of any backpack or bag.
- Do you recognize the assailant? Do you know their name?
- What exactly did you hear? (*i.e. explosions, gunshots, etc.*)

TREAT THE INJURED

The 911 operator will notify Law Enforcement and other emergency services, Fire, and Rescue. Emergency Medical Services will respond to the site but will not be able to enter the area until it is secured by Law Enforcement. You may have to treat the injured with basic First Aid until the area is secure.

- ✓ For bleeding, apply pressure and elevate. Many items can be used for this purpose (*i.e. clothing, paper towels, feminine hygiene products, newspapers, etc.*)
- ✓ Reassure those in the area that help will arrive. Attempt to remain calm and quiet.

UNSECURING THE AREA

- The assailant may not stop until their objectives have been met or until engaged and neutralized by Law Enforcement.
- Always consider the risk of exposure by opening a door for any reason.
- Attempts to rescue people should only be made if it can be done without further endangering the persons inside a secured area.

- Be aware that the assailant may bang on the door, yell for help, or otherwise attempt to entice you to open the door of a secured area.
- If there is any doubt about the safety of the individuals inside the room, the area needs to remain secured.

LAW ENFORCEMENT RESPONSE

The Police will immediately respond to the area. Remember that help is on the way. It is important for you to:

- Remain inside the secured area.
- Law Enforcement will locate, contain, and stop the assailant.
- The safest place for you to be is inside a secured room.
- The assailant may not flee when Law Enforcement enters the building, but instead may target arriving officers.

INJURED PERSONS

Initial responding officers will not treat the injured or begin evacuation until the threat is neutralized and the area is secured.

- You may need to explain this to others in order to help them remain calm.
- Once the threat is neutralized, officers will begin treatment and evacuation.

EVACUATION

Responding officers will establish safe corridors for persons to evacuate.

- This may be time consuming.
- Remain in a secured area until instructed otherwise.
- You may be instructed to keep your hands on your head.
- You may be searched.
- You may be escorted out of the building by Law Enforcement. Follow their directions.
- After evacuation, you may be taken into a staging or holding area for medical care, interviewing, counseling, etc.
- Once you have been evacuated, you will not be permitted to retrieve items or access the area until Law Enforcement releases the crime scene.



APPENDIX M

PARTNERING POLICIES FREEDOM OF INFORMATION ACT

APPENDIX M PARTNERING POLICIES OF VIRGINIA FREEDOM OF INFORMATION ACT

Virginia Freedom of Information Act – Rights and Responsibilities

The Rights of Requesters and the Responsibilities of Virginia Highlands Community College (VHCC) under the Virginia Freedom of Information Act

The Virginia Freedom of Information Act (FOIA), located § 2.2-3700 et seq. of the Code of Virginia, guarantees citizens of the Commonwealth and representatives of the media access to public records held by public bodies, public officials, and public employees.

A public record is any writing or recording — regardless of whether it is a paper record, an electronic file, an audio or video recording, or any other format — that is prepared or owned by, or in the possession of a public body or its officers, employees, or agents in the transaction of public business. All public records are presumed to be open, and may only be withheld if a specific, statutory exemption applies.

The policy of FOIA states that the purpose of FOIA is to promote an increased awareness by all persons of governmental activities. In furthering this policy, FOIA requires that the law be interpreted liberally, in favor of access, and that any exemption allowing public records to be withheld must be interpreted narrowly.

Your FOIA Rights

- You have the right to request to inspect or receive copies of public records, or both.
- You have the right to request that any charges for the requested records be estimated in advance. Public bodies must notify the requester in writing that the public body may make reasonable charges not to exceed its actual cost incurred in accessing, duplicating, supplying, or searching for requested records and inquire of the requester whether he would like to request a cost estimate in advance of the supplying of the requested records.

- If you believe that your FOIA rights have been violated, you may file a petition in district or circuit court to compel compliance with FOIA. Alternatively, you may contact the FOIA Council for a nonbinding advisory opinion.

Making a Request for records from Virginia Highlands Community College

- You may request records by U.S. Mail, e-mail, in person, or over the phone. FOIA does not require that your request be in writing, nor do you need to specifically state that you are requesting records under FOIA.
 - From a practical perspective, it may be helpful to both you and the person receiving your request to put your request in writing. This allows you to create a record of your request. It also gives us a clear statement of what records you are requesting, so that there is no misunderstanding over a verbal request. However, we cannot refuse to respond to your FOIA request if you elect to not put it in writing.
- Your request must identify the records you are seeking with “reasonable specificity.” This is a common-sense standard. It does not refer to or limit the volume or number of records that you are requesting; instead, it requires that you be specific enough so that we can identify and locate the records that you are seeking.
- Your request must ask for existing records or documents. FOIA gives you a right to inspect or copy **records**; it does not apply to a situation where you are asking general questions about the work of VHCC, nor does it require VHCC to create a record that does not exist.
- You may choose to receive electronic records in any format used by VHCC in the regular course of business.
 - For example, if you are requesting records maintained in an Excel database, you may elect to receive those records electronically, via e-mail or on a computer disk, or to receive a printed copy of those records.
- If we have questions about your request, please cooperate with staff’s efforts to clarify the type of records that you are seeking, or to attempt to reach a reasonable agreement about a response to a large request. Making a FOIA

request is not an adversarial process, but we may need to discuss your request with you to ensure that we understand what records you are seeking.

To request records from Virginia Highlands Community College, you may direct your request to Christine Fields. Christine Fields can be reached at P.O. Box 828, Abingdon, VA 24212 or at 276-739-2426. Email FOIA requests to: foiarequest@vhcc.edu. You may also contact her with questions you have concerning requesting records from Virginia Highlands Community College.

In addition, the Freedom of Information Advisory Council is available to answer any questions you may have about how FOIA works. The Council was created in the legislative branch of state government to issue opinions on the operation and application of FOIA, to publish educational materials, and to provide training about FOIA. However, please be aware that the Council is not a records repository and does not process records requests on behalf of other public bodies, nor is the Council an investigative or enforcement agency. The Council may be contacted by email at foiacouncil@dls.virginia.gov, or by phone at (804) 698-1810 or toll-free at 1 (866) 448-4100.

VHCC's Responsibilities in Responding to Your Request

- VHCC must respond to your request within five working days of receiving it. "Day One" is considered the day after your request is received. The five-day period does not include weekends or holidays. The five-day period does not include weekends, holidays, or other days when VHCC is closed for business.

· The reason behind your request for public records from VHCC is irrelevant, and you do not have to state why you want the records before we respond to your request. Nevertheless, FOIA allows VHCC to require you to provide your name and legal address. FOIA also allows VHCC to deny your request for public records if you are not a citizen of Virginia or a representative of media with circulation in Virginia.

· FOIA requires that VHCC make one of the following responses to your request within the five-day time period:

- 1) We provide you with the records that you have requested in their entirety.
- 2) We withhold all the records that you have requested, because all of the records are subject to a specific statutory exemption. If all of the records are being withheld, we must send you a response in writing. That writing must identify the volume and subject matter of the records being withheld and state the specific section of the Code of Virginia that allows us to withhold the records.
- 3) We provide some of the records that you have requested but withhold other records. We cannot withhold an entire record if only a portion of it is subject to an exemption. In that instance, we may redact the portion of the record that may be withheld and must provide you with the remainder of the record. Again, we must identify in writing, the volume and subject matter of the withheld portions and state the specific section of the Code of Virginia that allows portions of the requested records to be withheld.
- 4) We inform you in writing that the requested records cannot be found or do not exist (we do not have the records you want). However, if we know that another public body has the requested records, we must include contact information for the other public body in our response to you.
- 5) If it is practically impossible for VHCC to respond to your request within the five-day period, we must state this in writing, explaining the conditions that make the response impossible. This will allow us seven additional working days to respond to your request, giving us a total of 12 working days to respond to your request. In the case of criminal investigative files requested pursuant to § 2.2-3706.1 of the Code of Virginia, we are allowed an additional 60 working days to respond to your request, giving us a total of 65 working days to respond to your request.
 - If you make a request for a very large number of records, and we feel that we cannot provide the records to you within 12 working days without disrupting our other organizational responsibilities, we may petition the court for additional time to respond to your request. However, FOIA requires that we make a reasonable effort to reach an agreement with you concerning the production of the records before we go to court to ask for more time.

Costs

- A public body may make reasonable charges not to exceed its actual cost incurred in accessing, duplicating, supplying, or searching for the requested records and shall make all reasonable efforts to supply the requested records at the lowest possible cost. No public body shall impose any extraneous, intermediary, or surplus fees or expenses to recoup the general costs associated with creating or maintaining records or transacting the general business of the public body. Any duplicating fee charged by a public body shall not exceed the

actual cost of duplication. Prior to conducting a search for records, the public body shall notify the requester in writing that the public body may make reasonable charges not to exceed its actual cost incurred in accessing, duplicating, supplying, or searching for requested records and inquire of the requester whether he would like to request a cost estimate in advance of the supplying of the requested records as set forth in subsection F of § [2.2-3704](#) of the Code of Virginia.

- You may have to pay for the records that you request from VHCC. FOIA allows us to charge for the actual costs of responding to FOIA requests. This would include items like staff time spent searching for, reviewing, copying, scanning, and redacting the requested records, copying costs, or any other costs directly related to supplying the requested records. It cannot include general overhead costs.

· If we estimate that it will cost more than \$200 to respond to your request, we may require you to pay a deposit, not to exceed the amount of the estimate, before proceeding with your request. The five days that we have to respond to your request does not include the time between when we ask for a deposit and when you respond.

· You may request that we estimate in advance the charges for supplying the records that you have requested. This will allow you to know about any costs upfront or give you the opportunity to modify your request in an attempt to lower the estimated costs. The five days that we have to respond to your request does not include the time between when we send you the estimate and when you respond. If you do not respond within 30 days, then your request will be deemed to be withdrawn.

- If you owe us money from a previous FOIA request that has remained unpaid for more than 30 days, VHCC may require payment of the past-due bill before it will respond to your new FOIA request.

Policy Regarding Fees

It is VHCC's policy to charge for the actual costs of responding to FOIA requests. We charge for staff time spent searching for, reviewing, copying, scanning, and redacting the requested records, copying costs, or any other costs directly related to supplying the requested records.

VHCC does not charge a fee to provide scholastic records that must be made available for inspection pursuant to the Family Educational Rights and Privacy Act (FERPA) if the request for scholastic records is made by a parent or legal guardian of a minor student or by a student 18 years old or older, or for the first hour of time to respond to a FOIA request.

Copying costs shall be assessed on public records that are printed, but not on public records that are provided electronically.

Public records are provided at the costs specified below:

- o Paper copies from paper original (B&W) \$.25/page
- o Larger than legal size paper copies \$1.00/page
- o Video, CD, DVD, etc. Cost of reproduction
- o Staff time at full-time hourly rate (average) \$25.00/hour

VHCC also may charge for the actual cost of the medium by which the information is provided (e.g., CD, DVD, flash drive, etc.) if that medium is requested by the requester, and for the actual cost of mailing the requested records if the cost is above the cost of the standard-sized flat rate envelope.

VHCC will apply any costs we incur in estimating the costs of providing the requested records toward the overall costs to be paid by the requester.

Types of records

The following is a general description of the types of records held by VHCC:

- Accounts Payable and Accounts Receivable
- Accreditation
- Admission and Enrollment
- College reports and meeting minutes
- Capital Project

- Records of contracts which VHCC has entered into
- Emergency Operations Plan
- Financial
- Inventory
- Parking/Transportation
- Personnel records concerning employees and officials of VHCC
- Procurement
- Risk Management
- Scholastic records of former and current students
- Workers' Compensation

If you are unsure whether _____ has the record(s) you seek, please contact the FOIA Officer directly.

Commonly used exemptions

The Code of Virginia allows any public body to withhold certain records from public disclosure. VHCC commonly withholds records subject to the following exemptions:

- Personnel records (§ 2.2-3705.1 (1) of the Code of Virginia)
- Records subject to attorney-client privilege (§ 2.2-3705.1 (2)) or attorney work product (§ 2.2-3705.1 (3))
- Vendor proprietary information (§ 2.2-3705.1 (6))
- Records relating to the negotiation and award of a contract, prior to a contract being awarded (§ 2.2-3705.1 (12))
- Scholastic records (Va. Code § 2.2-3705.4(1))

Policy regarding the use of exemptions

VHCC will invoke the personnel and scholastic records exemptions to protect the privacy of its employees and students. VHCC will invoke the contract negotiations exemption whenever it applies to protect VHCC's bargaining position and negotiating strategy.

Updated July 11, 2023

Freedom of Information Act

Virginia Freedom of Information Act – Rights and Responsibilities

The Rights of Requesters and the Responsibilities of Wytheville Community College (WCC) under the Virginia Freedom of Information Act

The Virginia Freedom of Information Act (FOIA), located § 2.2-3700 et. seq. of the Code of Virginia, guarantees citizens of the Commonwealth and representatives of the media access to public records held by public bodies, public officials, and public employees.

A public record is any writing or recording — regardless of whether it is a paper record, an electronic file, an audio or video recording, or any other format — that is prepared or owned by, or in the possession of a public body or its officers, employees or agents in the transaction of public business. All public records are presumed to be open, and may only be withheld if a specific, statutory exemption applies.

The policy of FOIA states that the purpose of FOIA is to promote an increased awareness by all persons of governmental activities. In furthering this policy, FOIA requires that the law be interpreted liberally, in favor of access, and that any exemption allowing public records to be withheld must be interpreted narrowly.

Your FOIA Rights

- You have the right to inspect or receive copies of public records, or both.
- You have the right to request that any charges for the requested records be estimated in advance. Public bodies must notify the requester in writing that the

public body may make reasonable charges not to exceed its actual cost incurred in accessing, duplicating, supplying, or searching for requested records and inquire of the requester whether he would like to request a cost estimate in advance of the supplying of the requested records.

- If you believe that your FOIA rights have been violated, you may file a petition in district or circuit court to compel compliance with FOIA. Alternatively, you may contact the FOIA Council for a nonbinding advisory opinion.

Making a request for records from Wytheville Community College

- You may request records by U.S. Mail, fax, e-mail, in person, or over the phone. FOIA does not require that your request be in writing, nor do you need to specifically state that you are requesting records under FOIA.
 - From a practical perspective, it may be helpful to both you and the person receiving your request to put your request in writing. This allows you to create a record of your request. It also gives us a clear statement of what records you are requesting, so that there is no misunderstanding over a verbal request. However, we cannot refuse to respond to your FOIA request if you elect to not put it in writing.
- Your request must identify the records you are seeking with “reasonable specificity.” This is a common-sense standard. It does not refer to or limit the volume or number of records that you are requesting; instead, it requires that you be specific enough so that we can identify and locate the records that you are seeking.
- Your request must ask for existing records or documents. FOIA gives you a right to inspect or copy **records**; it does not apply to a situation where you are asking general questions about the work of WCC, nor does it require WCC to create a record that does not exist.
- You may choose to receive electronic records in any format used by **Wytheville Community College** in the regular course of business.
 - For example, if you are requesting records maintained in an Excel database, you may elect to receive those records electronically, via e-mail or on a computer disk, or to receive a printed copy of those records
- If we have questions about your request, please cooperate with staff’s efforts to clarify the type of records that you are seeking, or to attempt to reach a reasonable agreement about a response to a large request. Making a FOIA request is not an adversarial process, but we may need to discuss your request with you to ensure that we understand what records you are seeking.

To request records from Wytheville Community College, you may direct your request to Malinda Poole Eversole. Malinda Poole Eversole can be reached at

Emory & Henry Healthcare Excellence Academy Lab School

1000 E Main St., Wytheville, VA 24382; 276-223-4869. Email FOIA requests to: meversole@wcc.vccs.edu. You may also contact Malinda Poole Eversole with questions you have concerning requesting records from Wytheville Community College.

In addition, the Freedom of Information Advisory Council is available to answer any questions you may have about how FOIA works. The Council was created in the legislative branch of state government to issue opinions on the operation and application of FOIA, to publish educational materials, and to provide training about FOIA. However, please be aware that the Council is not a records repository and does not process records requests on behalf of other public bodies, nor is the Council an investigative or enforcement agency. The Council may be contacted by email at foiacouncil@dls.virginia.gov, or by phone at (804) 698-1810 or toll-free at 1 (866) 448-4100.

Wytheville Community College Responsibilities in Responding to Your Request

- **Wytheville Community College** must respond to your request within five working days of receiving it. “Day One” is considered the day after your request is received. The five-day period does not include weekends or holidays. The five-day period does not include weekends, holidays, or other days when **Wytheville Community College** is closed for business.
- The reason behind your request for public records from **Wytheville Community College** is irrelevant, and you do not have to state why you want the records before we respond to your request. Nevertheless, FOIA allows **Wytheville Community College** to require you to provide your name and legal address. FOIA also allows **Wytheville Community College** to deny your request for public records if you are not a citizen of Virginia or a representative of media with circulation in Virginia.

- FOIA requires that **Wytheville Community College** make one of the following responses to your request within the five-day time period:
 1. We provide you with the records that you have requested in their entirety.
 2. We withhold all the records that you have requested, because all of the records are subject to a specific statutory exemption. If all of the records are being withheld, we must send you a response in writing. That writing must identify the volume and subject matter of the records being withheld and state the specific section of the Code of Virginia that allows us to withhold the records.
 3. We provide some of the records that you have requested but withhold other records. We cannot withhold an entire record if only a portion of it is subject to an exemption. In that instance, we may redact the portion of the record that may be withheld and must provide you with the remainder of the record. Again, we must identify in writing, the volume and subject matter of the withheld portions and state the specific section of the Code of Virginia that allows portions of the requested records to be withheld.
 4. We inform you in writing that the requested records cannot be found or do not exist (we do not have the records you want). However, if we know that another public body has the requested records, we must include contact information for the other public body in our response to you.
 5. If it is practically impossible for **Wytheville Community College** to respond to your request within the five-day period, we must state this in writing, explaining the conditions that make the response impossible. This will allow us seven additional working days to respond to your request, giving us a total of 12 working days to respond to your request. In the case of criminal investigative files requested pursuant to § 2.2-3706.1 of the Code of Virginia, we are allowed an additional 60 working days to respond to your request, giving us a total of 65 working days to respond to your request.

- If you make a request for a very large number of records, and we feel that we cannot provide the records to you within 12 working days without disrupting our other organizational responsibilities, we may petition the court for additional time to respond to your request. However, FOIA requires that we make a reasonable effort to reach an agreement with you concerning the production of the records before we go to court to ask for more time.

Costs

- A public body may make reasonable charges not to exceed its actual cost incurred in accessing, duplicating, supplying, or searching for the requested records and shall make all reasonable efforts to supply the requested records at the lowest possible cost. No public body shall impose any extraneous, intermediary, or surplus fees or expenses to recoup the general costs associated with creating or maintaining records or transacting the general business of the public body. Any duplicating fee charged by a public body shall not exceed the

actual cost of duplication. Prior to conducting a search for records, the public body shall notify the requester in writing that the public body may make reasonable charges not to exceed its actual cost incurred in accessing, duplicating, supplying, or searching for requested records and inquire of the requester whether he would like to request a cost estimate in advance of the supplying of the requested records as set forth in subsection F of § 2.2-3704 of the Code of Virginia.

- You may have to pay for the records that you request from **Wytheville Community College**. FOIA allows us to charge for the actual costs of responding to FOIA requests. This would include items like staff time spent searching for, reviewing, copying, scanning, and redacting the requested records, copying costs, or any other costs directly related to supplying the requested records. It cannot include general overhead costs.
- If we estimate that it will cost more than \$200 to respond to your request, we may require you to pay a deposit, not to exceed the amount of the estimate, before proceeding with your request. The five days that we have to respond to your request does not include the time between when we ask for a deposit and when you respond.
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- If you owe us money from a previous FOIA request that has remained unpaid for more than 30 days, **Wytheville Community College** may require payment of the past-due bill before it will respond to your new FOIA request.

Policy Regarding Fees

It is **Wytheville Community College's** policy to charge for the actual costs of responding to FOIA requests. We charge for staff time spent searching for, reviewing, copying, scanning, and redacting the requested records, copying costs, or any other costs directly related to supplying the requested records.

Wytheville Community College does not charge a fee to provide scholastic records that must be made available for inspection pursuant to the Family Educational Rights and Privacy Act (FERPA) if the request for scholastic records is made by a parent or legal guardian of a minor student or by a student 18 years old or older, or for the first hour of time to respond to a FOIA request.

Copying costs shall be assessed on public records that are printed, but not on public records that are provided electronically.

Public records are provided at the costs specified below:

- o Paper copies from paper original (B&W) \$.25/page
- o Larger than legal size paper copies \$1.00/page
- o Video, CD, DVD, etc. Cost of reproduction
- o Staff time at full-time hourly rate (average) \$25.00/hour

Wytheville Community College also may charge for the actual cost of the medium by which the information is provided (e.g., CD, DVD, flash drive, etc.) if that medium is requested by the requester, and for the actual cost of mailing the requested records if the cost is above the cost of the standard-sized flat rate envelope.

Wytheville Community College will apply any costs we incur in estimating the costs of providing the requested records toward the overall costs to be paid by the requester.

Types of records

The following is a general description of the types of records held by **Wytheville**

Community College:

Accounts Payable and Accounts Receivable

Accreditation

Admission and Enrollment

Athletic, including required NJCAA records

College reports and meeting minutes

Capital Project

Contracts

Emergency Operations Plan

Financial

Fundraising

Inventory

Parking/Transportation

Personnel

Emory & Henry Healthcare Excellence Academy Lab School

Procurement

Risk Management

Scholastic

Workers' Compensation If you are unsure whether **Wytheville Community College** has the record(s) you seek, please contact the FOIA Officer directly.

Commonly used exemptions

The Code of Virginia allows any public body to withhold certain records from public disclosure. **Wytheville Community College** commonly withholds records subject to the following exemptions:

- Personnel records (§ 2.2-3705.1 (1) of the Code of Virginia)
- Records subject to attorney-client privilege (§ 2.2-3705.1 (2)) or attorney work product (§ 2.2-3705.1 (3))
- Vendor proprietary information (§ 2.2-3705.1 (6))
- Records relating to the negotiation and award of a contract, prior to a contract being awarded (§ 2.2-3705.1 (12))
- Scholastic records (Va. Code § 2.2-3705.4(1))

Policy regarding the use of exemptions **Wytheville Community College** will invoke the personnel and scholastic records exemptions to protect the privacy of its employees and students. **Wytheville Community College** will invoke the contract negotiations Exemption whenever it applies to protect Wytheville Community College's bargaining position and negotiating strategy.

REQUESTS FOR PUBLIC RECORDS

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

The name(s) and contact information for the person(s) Wythe County School Board has designated as its Freedom of Information Act (FOIA) Officer(s) is listed in regulation KBA-R Requests for Public Records and posted at the School Board office and on the division's website. The FOIA Officer(s) serve(s) as a point of contact for members of the public in requesting public records and coordinate(s) the School Board's compliance with FOIA. The FOIA officer(s) receive(s) training at least annually from the School Board's legal counsel or the Virginia Freedom of Information Advisory Council.

Adopted: April 10, 2002

Revised: July 13, 2017
May 9, 2019
July 14, 2022

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

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

Rights & Responsibilities

The Rights of Requestors and the Responsibilities of Wythe County Public Schools under the Virginia Freedom of Information Act

The Virginia Freedom of Information Act (FOIA), located at § 2.2-3700 et seq. of the Code of Virginia, guarantees citizens of the Commonwealth and representatives of the media access to public records held by public bodies, public officials and public employees.

A public record is any writing or recording – regardless of whether it is a paper record, an electronic file, an audio or video recording or record in any other format – that is prepared or owned by, or in the possession of a public body or its officers, employees or agents in the transaction of public business. All public records are presumed to be open to the public and may only be withheld if a specific statutory exemption applies.

The policy of FOIA is to promote an increased awareness by all persons of governmental activities. In furthering this policy, FOIA requires that the law be interpreted liberally, in favor of access, and that any exemption allowing public records to be withheld must be interpreted narrowly.

FOIA Rights

- Citizens of the Commonwealth and representatives of the media have the right to request to inspect or receive copies of public records, or both.
- Citizens of the Commonwealth and representatives of the media have the right to request that any charges for the requested records be estimated in advance.
- If a citizen of the Commonwealth or representative of the media believes that their FOIA rights have been violated, the citizen or media representative may file a petition in district or circuit court to compel compliance with FOIA. Alternatively, they may contact the FOIA Council for a nonbinding advisory opinion.

Making a Request for Records from Wythe County Public Schools

- Records may be requested by U.S. mail, fax, e-mail, in person or over the phone. FOIA does not require that a request be in writing, nor that it specifically state that records are being requested under FOIA.
- As a practical matter, it may be helpful to both the requestor and the person receiving the request to put the request in writing. This creates a record of the request. It also gives us a clear statement of what records are requested, so that there is no misunderstanding over a verbal request. However, we cannot refuse to respond to a FOIA request if it is not put in writing.
- A request must identify the records sought with “reasonable specificity.” This is a common-sense standard. It does not refer to or limit the volume or number of records requested; instead, it requires the requestor to be specific enough so that we can identify and locate the records that are requested.

- A request must ask for existing records or documents. FOIA creates a right to inspect or copy records; it does not apply to general questions about the work of Wythe County Public Schools, nor does it require Wythe County Public Schools to create a record that does not exist.
- A requestor may choose to receive electronic records in any format used by Wythe County Public Schools in the regular course of business. For example, if requested records are maintained in an Excel file, the requestor you may elect to receive those records electronically, via e-mail or on a computer disk or to receive a printed copy of those records.
- If we have questions about a request, please cooperate with staff's efforts to clarify the type of records sought, or to attempt to reach a reasonable agreement about a response to a large request. Making a FOIA request is not an adversarial process, but we may need to discuss a request to ensure that we understand what records are being sought.

To request records from Wythe County Public Schools, direct your request to Wythe County Public Schools' designated Freedom of Information Act Officer (FOIA Officer) who is responsible for serving as a point of contact for members of the public who wish to request public records. The Wythe County Public Schools FOIA Officer is the Administrative Assistant to the Superintendent: 1570 West Reservoir Street Wytheville, VA 24382. The contact phone number is (276) 228-5411.

In addition, the FOIA Advisory Council is available to answer questions about FOIA. The Council may be contacted by e-mail at foiacouncil@dls.virginia.gov or by phone at (804) 698-1810 or 1-866-448-4100.

Wythe County Public Schools' Responsibilities in Responding to Your Request

Wythe County Public Schools must respond to a request within five working days of receiving it. "Day One" is considered the day after the request is received. The 5-day period does not include weekends or holidays.

The reason behind a request for public records from Wythe County Public Schools is irrelevant and a requestor does not have to state why they want the records before we respond to the request. FOIA does, however, allow Wythe County Public Schools to require a requestor to provide their name and legal address.

FOIA requires that Wythe County Public Schools make one of the following responses to a request within the 5-day time period:

1. We provide the records requested in their entirety.
2. We withhold all of the records requested, because all of the records are subject to a specific statutory exemption or exemptions. If all of the records are being withheld, we must send a response in writing. That writing must identify the

volume and subject matter of the records withheld and state the specific section(s) of the Code of Virginia that allows us to withhold the records.

3. We provide some of the records requested, but withhold other records. We cannot withhold an entire record if only a portion of it is subject to an exemption. In that instance, we may redact the portion of the record that may be withheld, and must provide the remainder of the record. We must provide the requestor a written response stating the specific section(s) of the Code of Virginia that allows portions of the requested records to be withheld.
4. We inform the requestor in writing that the requested records cannot be found or do not exist (we do not have the records requested). However, if we know that another public body has the requested records, we must include contact information for the other public body in our response.
5. If it is practically impossible for Wythe County Public Schools to respond to the request within the 5-day period, we must state this in writing, explaining the conditions that make the response impossible. This will allow us 7 additional working days to respond to the request, giving us a total of 12 working days to respond to the request.

If a request is made for a very large number of records and we feel that we cannot provide the records within 12 working days without disrupting our other organizational responsibilities, we may petition the court for additional time to respond to the request. However, FOIA requires that we make a reasonable effort to reach an agreement with the requestor concerning the production of the records before we go to court to ask for more time.

Costs

Except with regard to scholastic records requested pursuant to subdivision A 1 of Va. Code § 2.2-3705.4 that must be made available for inspection pursuant to the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g) and such requests for scholastic records by a parent or legal guardian of a minor student or by a student who is 18 years of age or older, Wythe County Public Schools may make reasonable charges not to exceed its actual cost incurred in accessing, duplicating, supplying or searching for the requested records and makes all reasonable efforts to supply the requested records at the lowest possible cost. Wythe County Public Schools does not impose any extraneous, intermediary or surplus fees or expenses to recoup the general costs associated with creating or maintaining records or transacting the general business of the schools. Any duplicating fee charged by Wythe County Public Schools will not exceed the actual cost of duplication. Prior to conducting a search for records, Wythe County Public Schools notifies the requestor in writing that it may make reasonable charges not to exceed its actual cost incurred in accessing, duplicating, supplying, or searching for requested records and inquires of the requestor whether the requestor would like to request a cost estimate in advance of the supplying of the requested records as set forth in Va. Code § 2.2-3704.F. A requestor may request that Wythe County Public Schools estimate in advance the charges for supplying the records requested. This will allow the requestor to know about any costs upfront, or give

the requestor the opportunity to modify the request in an attempt to lower the estimated costs.

The requestor may have to pay for the records requested from the Wythe County Wythe County Public Schools. FOIA allows us to charge for the actual costs of responding to FOIA requests. This includes items like staff time spent searching for the requested records, copying costs or any other costs directly related to supplying the requested records. It does not include general overhead costs. Any costs incurred by the Wythe County Public Schools in estimating the cost of supplying the requested records will be applied toward the overall charges to be paid by the requestor for the supplying of such requested records.

If we estimate that it will cost more than \$200 to respond to a request, we may require the requestor to pay a deposit, not to exceed the amount of the estimate, before proceeding with the request. The five days that we have to respond to the request does not include the time between when we ask for a deposit and when the requestor responds.

If a requestor owes us money from a previous FOIA request that has remained unpaid for more than 30 days, Wythe County Public Schools may require payment of the past-due bill before it will respond to a new FOIA request.

How Charges are Determined

The FOIA Officer, after receiving a request for records, promptly determines whether any requested documents exist and, if they do, the number and location of those records. Where a portion of individual records must be redacted prior to inspection and copying, the cost of doing this is taken into account. The following costs are charged at the rates indicated, not to exceed actual cost:

- Staff member search time, charged by the quarter hour; depending on the staff member(s) involved in the search, rates of \$6.00 to \$8.00 per quarter hour may apply
- Computer search time, charged at the rate of \$12.00 per quarter hour
- Computer printouts, charged at the rate of .45¢ cents per page
- Photocopies (including those necessary to perform redactions), charged at the rate of .45¢ cents per page
- Incidental out-of-pocket costs necessary to assemble the records (for example: phone, postage, or courier charges)

Types of Records

The following is a general description of the types of records held by Wythe County Public Schools:

- Personnel records concerning employees and officials of Wythe County Public Schools

- Scholastic records
- Business and finance records
- Operational records involving support departments such as Technology, Transportation, Facilities, Food Services, etc.
- Agendas, minutes and other records of the meetings of the School Board and committees appointed by the School Board (which are also available on the Wythe County Public Schools website at <http://wythe.k12.va.us/>)
- Records of contracts to which Wythe County Public Schools is a party

Commonly Used Exemptions

The Code of Virginia allows any public body to withhold certain records from public disclosure. Wythe County Public Schools commonly withholds records subject to the following exemptions:

- Personnel records (§ 2.2-3705.1 (1) of the Code of Virginia)
- Records subject to attorney-client privilege (§ 2.2-3705.1 (2)) or attorney work product (§ 2.2-3705.1 (3))
- Vendor proprietary information (§ 2.2-3705.1 (6))
- Records relating to the negotiation and award of a contract, prior to a contract being awarded (§ 2.2-3705.1 (12))
- Records related to critical incident response (§ 2.2-3705.2 (14))
- Scholastic records (§ 2.2-3705.4(1) and 20 U.S.C. § 1232g)

Policy Regarding the Use of Exemptions

The general policy of Wythe County Public Schools is to invoke the personnel records exemption in those instances where it applies in order to protect the privacy of employees and officials of Wythe County Public Schools.

The general policy of Wythe County Public Schools is to invoke the contract negotiations exemption whenever it applies in order to protect Wythe County Public Schools bargaining position and negotiating strategy.

The general policy of Wythe County Public Schools is to invoke the scholastic records exemption in those instances where it applies in order to protect the privacy of students and comply with other state and federal laws governing the privacy of student records.

Adopted: July 13, 2017

Revised: July 14, 2022
June 26, 2023

REQUESTS FOR PUBLIC RECORDS

Wythe County School Board is committed to full compliance with the Virginia Freedom of Information Act (FOIA) and processes all requests for public records in accordance with the following procedures.

The Administrative Assistant to the Superintendent is Wythe County School Board's FOIA Officer(s). The FOIA Officer(s) serve(s) as a point of contact for members of the public in requesting public records and coordinate(s) the school board's compliance with FOIA. The FOIA Officer(s) may be reached at (276) 228-5411.

Access to Records

1. When practicable, the following records are available on request at the central office: most recent School Board meeting minutes].
2. Unless otherwise specified by the FOIA Officer, inspection of records takes place at the central office of Wythe County School Board during its regular office hours and records are not removed from that site. Copies may be requested in lieu of or at the time of inspection, subject to the charges listed below. Nonexempt records maintained in an electronic database are produced in any tangible medium or format identified by the requester that is regularly used in the ordinary course of business by Wythe County School Board, including posting the records on a website or delivering the records through an electronic mail address provided by the requester.
3. Requesters must provide their legal name and address and verification that the requester is a citizen of the Commonwealth, a representative of a newspaper or magazine with circulation in the Commonwealth, or a representative of a radio or television station broadcasting in or into the Commonwealth.
4. The FOIA Officer or designee is present during inspection or copying of records. A record of each inspection is made, using form KBA-F2 Record of Inspection and/or Delivery of Copies.

Request Procedures

1. Requests for access to records shall be made with reasonable specificity.
2. Requests shall be directed to the Wythe County Public Schools FOIA Officer at: 1570 West Reservoir Street Wytheville, VA 24382, (276) 228-5411 or requests may be faxed to (276) 228-9192.
3. Requesters should make their requests using Form KBA-F1 Request for Public Records. Requests received via telephone are transcribed onto Form KBA-F1 Request for Public Records by school board staff. Written requests other than on Form KBA-F1 Request for Public Records are appended to a copy of the form by staff, who fill out as much of the form as possible.
4. School board staff provide Form KBA-F1 Request for Public Records and a copy of this regulation upon request to any person interested in obtaining access to records, and shall instruct the requester to direct the request to the FOIA Officer. Telephone inquiries are redirected to the FOIA Officer. Any written requests received by

building personnel are immediately forwarded to the FOIA Officer with a notation indicating the date and time the request was received.

Responding to Requests

1. Prior to conducting a search for records, Wythe County Public Schools notifies the requestor in writing that it may make reasonable charges not to exceed its actual cost incurred in accessing, duplicating, supplying, or searching for requested records and inquires of the requestor whether the requestor would like to request a cost estimate in advance of the supplying of the requested records as set forth in Va. Code § 2.2-3704.F. A requestor may request that County Public Schools estimate in advance the charges for supplying the records requested. This will allow the requestor to know about any costs upfront, or give the requestor the opportunity to modify the request in an attempt to lower the estimated costs. Any costs incurred in estimating the cost of supplying the requested records will be applied toward the overall charges to be paid by the requester for the supplying of such requested records.
2. Promptly, but in all cases within five working days of receiving the request, the school division provides the requested records to the requester or makes one of the following responses in writing:
 - (a) The requested records are being entirely withheld. The response will identify with reasonable particularity the volume and subject matter of the withheld records, and, with respect to each category of withheld records, cite the specific Virginia Code section(s) or other law that authorizes the withholding of the records.
 - (b) The requested records are being provided in part and are being withheld in part. The response will identify with reasonable particularity the subject matter of the withheld portions and cite, with respect to each category of withheld records, the specific Virginia Code section(s) or other law which authorizes the withholding of the records.
 - (c) The requested records could not be found or do not exist. If the school division knows that another public body has the requested records, the response includes contact information for the other public body.
 - (d) It is not practically possible to provide the records or to determine whether they are available within the five-day period. Such response specifies the conditions which make a response impossible. If the response is made within five working days, one of the preceding responses is provided within an additional seven-day period.

No public record is withheld in its entirety on the grounds that some portion of the public record is excluded from disclosure by law. A public record may be withheld from disclosure in its entirety only to the extent that an exclusion from disclosure applies to the entire content of the public record. Otherwise, only those portions of the public record containing information subject to an exclusion may be withheld, and all portions of the public record that are not so excluded are disclosed.

The school division may petition the appropriate court for additional time to respond to a request for records when the request is for an extraordinary volume of records or requires an extraordinarily lengthy search and a response within the time outlined above will prevent the school division from meeting its operational responsibilities. Before proceeding with the petition, the school division will make reasonable efforts to reach an agreement with the requester concerning the production of the records requested.

3. The five-day period begins on the first working day following the day the request is received by the school division. Any time that elapses between the time the requester is notified of an advance cost determination pursuant to the procedures detailed below and the time that the requester responds to that notice is not counted in calculating the five working days.

Processing of Requests

1. The FOIA Officer, after receiving a request, promptly makes an initial determination as to whether the requested records will be provided to the requester, will be withheld, either completely or in part, or if it is practically impossible to provide the requested records or to determine whether they are available within five days.
2. If the FOIA Officer is unsure whether the requested documents should be provided to the requester, legal advice is promptly sought.
3. If the FOIA Officer is uncertain whether the requested records exist or where they may be located, efforts are promptly initiated to locate the records or determine whether they exist.
4. If the requested records will be made available either in whole or in part, the FOIA Officer promptly consults with School Board staff to determine the cost involved to assemble the records for inspection and copying. Where portions of individual records must be redacted prior to inspection and copying, the cost of doing this is taken into account. The following costs are charged at the rates indicated, not to exceed actual cost:
 - Staff member search time, charged by the quarter hour. Depending on the staff member(s) involved in the search, rates of \$6.00 to \$8.00 per quarter hour may apply.
 - Computer search time, charged at the rate of \$12.00 per quarter hour
 - Computer printouts, charged at the rate of .45¢ cents per page
 - Photocopies (including those necessary to perform redactions), charged at the rate of 45¢ cents per page.
 - Incidental out-of-pocket costs necessary to assemble the records (for example: phone, postage, or courier charges).
5. If the requester has asked for an advance determination of the cost, or if the cost is expected to exceed \$200, the requester shall be notified in advance of the cost associated with the request. If the cost of the request is determined to exceed \$200, the School Board may, before continuing to process the request, require the requester to agree to payment of a deposit not to exceed the amount of the advance determination. The deposit shall be credited toward the final cost of supplying the requested records. No further action shall be taken until the requester responds, and

the requester must agree to pay the estimated amount before any further processing of the request is performed.

6. Before processing a request for records, the FOIA Officer may require the requester to pay any amounts owed to the school board for previous requests for records that remain unpaid 30 days or more after billing.
7. If school division records have been transferred to any entity, including any other public body, for storage, maintenance or archiving, the school division remains the custodian of the records for purposes of responding to requests and is responsible for retrieving and supplying the records to the requester.
8. Any records to be disclosed are assembled for inspection and copying by school board staff, under the direction and supervision of the FOIA Officer.
9. School board staff are responsible for recording the date the request was received, verifying identification and recording and assembling additional information about the request as indicated on Form KBA-F1 Request for Public Records.

Adopted: August 10, 2002

Revised: May 7, 2003
July 9, 2003
July 11, 2007
June 9, 2010
June 11, 2015
July 14, 2016
May 9, 2019
July 14, 2022

Legal Ref.: Code of Virginia, 1950, as amended, §§ 2.2-3704, 2.2-3704.01, 2.2-3704.1, 2.2-3704.2.

Cross Ref.: KBA Requests for Public Records

REQUEST FOR PUBLIC RECORDS

Name _____
Address _____
E-mail address _____
Phone _____

I am a (check one):
 Citizen of the Commonwealth of Virginia
 Member of the Press referenced in Va. Code §2.2-3704
News Organization _____

Requesters may be asked to provide verification that they are citizens of the Commonwealth or a member of the press referenced in Va. Code § 2.2-3704.

STAFF USE ONLY
Date Request Received: _____
Request was made (check one)
<input type="checkbox"/> by requester on this form
<input type="checkbox"/> by telephone
<input type="checkbox"/> in writing other than on form (attach original request)
Date Response Sent: _____ (attach copy)
<input type="checkbox"/> Identification Verified
Type: _____
Number: _____
<input type="checkbox"/> Itemized Cost Estimate Attached

I am requesting access to the following records (please be as specific as possible, and attach additional paper if necessary) _____

Reasonable costs may be assessed in connection with this request. A current schedule of costs appears in Regulation KBA-R Requests for Public Records. If the costs associated with this request are expected to exceed \$200, the requestor will be asked to pay the estimated costs before the request is processed.

In addition, the requestor may ask for an advance determination of the cost of the request. Please indicate here if you would like an advance determination of cost.
Yes ___ No ___

If you are requesting copies, please specify the format in which you would like to receive them. Wythe County school division will provide the record(s) in the requested format if that medium is used by it in the regular course of its business.

Specify format desired (if available):

<input type="checkbox"/> Photocopies	<input type="checkbox"/> E-mail (give address): _____
<input type="checkbox"/> Website posting	<input type="checkbox"/> Other (please specify): _____

Signature _____ Date _____

RETURN COMPLETED FORM TO:
WYTHE COUNTY PUBLIC SCHOOLS
1570 West Reservoir Street
Wytheville, VA 24382

**RECORD OF INSPECTION and/or
DELIVERY OF COPIES**

Inspection of Public Records

Date _____ Time In _____ Time Out _____

Person Inspecting Records

Name Signature

Staff Person in Attendance

Name Signature

Records Reviewed (describe)

Copies of Public Records

<u>Record</u>	<u>No. Pages</u>	<u>Delivery Method</u> <u>(mail, e-mail,</u> <u>etc.)</u>	<u>Date of Delivery</u>	<u>Cost (if any)</u>	<u>Date and</u> <u>Method of</u> <u>Payment</u>
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Staff Person Providing
Copies

Name Signature

Adopted: March 10, 1999

Revised: July 11, 2012

APPENDIX N

CONFLICT OF INTEREST POLICY

(Draft)

A. Purpose

The Smyth County 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 (the Act).

B. Areas of Regulation

The Act establishes six principal areas of regulation applicable to board members, officers, and employees of the Smyth County School Division. They are:

1. Special anti-nepotism rules relating to School Board members and superintendents of schools.
2. General rules governing public conduct by School Board members regarding acceptance of gifts and favors.
3. Prohibited conduct regarding contracts.
4. Required conduct regarding transactions.
5. Disclosure required from School Board members.
6. Training requirements for elected 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-subsidary relationship, that exists when:

1. one business entity has a controlling ownership interest in the other business entity,
2. a controlling owner in one entity is also a controlling owner in the other entity, or
3. 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. "Foreign country of concern" means any country designated by the Secretary of State to have repeatedly provided support for acts of international terrorism pursuant to the National Defense Authorization Act for Fiscal Year 2019, P.L. 115-232 § 1754(c), Aug. 13, 2018; the Arms Export Control Act § 40, 22 U.S.C. § 2780; or the Foreign Assistance Act of 1961 § 620A, 22 U.S.C. § 2370. "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, occupation or volunteer service of the School Board member or employee or of a member of the 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, or any meal provided for attendance at such meeting by 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;
- gifts with a value of less than \$20;
- attendance at a reception or similar function where food, such as hors d'oeuvres, and beverages that can be conveniently consumed by a person while standing or walking are offered;
- tickets or the registration or admission fees to an event that are provided by the School Board to School Board members or employees for the purpose of performing official duties related to their public service; or
- gifts from relatives or personal friends.

For the purpose of this definition, "relative" means the donee's spouse, child, uncle, aunt, niece, nephew, or first cousin; a person to whom the donee is engaged to be married; the donee's or donee's spouse's parent, grandparent, grandchild, brother, 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 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 other person who resides in the same household as the School Board member or employee, and who is a dependent of the 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 a School Board member or employee or to a member of the immediate family of the School Board member or employee. Such interest shall exist by reason of:

1. ownership in a business if the ownership interest exceeds three percent of the total equity of the business;
2. annual income that exceeds, or may reasonably be anticipated to exceed, \$5,000 from ownership in real or personal property or a business;
3. 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;
4. 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;
5. personal liability incurred or assumed on behalf of a business if the liability exceeds three percent of the asset value of the business; or
6. 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) 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 an 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 government 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

APPENDIX O

SOUTHWEST VIRGINIA
HEALTHCARE EXCELLENCE ACADEMY
LAB SCHOOL

APPLICATION

The application to the
SOUTHWEST VIRGINIA HEALTHCARE EXCELLENCE ACADEMY
LAB SCHOOL (SWVA-HEALS)

can be found at the site below. This is a temporary website through Smyth County Public Schools. The application will be moved to the SWVA-HEALS website following the approval of the College Partnership Lab School Grant application and establishment of SWVA-HEALS.

<https://sites.google.com/scsb.org/heals/home>

APPENDIX P

FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT

STUDENT RECORDS

Generally

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

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

Definitions

For the purposes of this policy, the Bristol Virginia Public Schools uses the following definitions.

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

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

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

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

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

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

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

Eligible student - a student who has reached age 18.

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

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

Dissemination and Maintenance of Records About Court Proceedings

Adjudications

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

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

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

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

Petitions and Reports

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

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

Protective Orders and Orders Prohibiting Contact with a Child

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

Annual Notification

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

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

Procedure to Inspect Education Records

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

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

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

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

Copies of Education Records

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

Fees for Copies of Records

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

Types, Locations, and Custodians of Education Records

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

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

Permanent	Individual Schools	Principal/School Counselor
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Disclosure of Education Records

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

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

A school official is:

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

control of the school division with respect to the use and maintenance of education records

A school official has a legitimate educational interest if the official is:

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

enter into a written agreement with the organization conducting the study which

- specifies the purpose, scope, and duration of the study or studies and the information to be disclosed;
 - requires the organization to use personally identifiable information from education records only to meet the purpose or purposes of the study stated in the written agreement;
 - requires the organization to conduct the study in a manner that does not permit personal identification of parents and students by anyone other than representatives of the organization with legitimate interests; and
 - requires the organization to destroy all personally identifiable information when the information is no longer needed for the purposes for which the study was conducted and specifies the time period in which the information must be destroyed.
7. To accrediting organizations to carry out their functions.
 8. To parents of an eligible student who claim the student as a dependent for income tax purposes.
 9. To the entities or persons designated in judicial orders or subpoenas as specified in FERPA.
 10. To appropriate parties in connection with an emergency if knowledge of the information is necessary to protect the health or safety of the student or other individuals. If the school division releases information in connection with an emergency, it will record the following information:
 - the articulable and significant threat to the health or safety of a student or other individuals that formed the basis for the disclosure; and
 - the parties to whom the division disclosed the information.
 11. To an agency caseworker or other representative of a state or local child welfare agency or tribal organization who has the right to access a student's case plan when such agency or organization is legally responsible for the care and protection of the student.
 12. Directory information so designated by the school division.
 13. When the disclosure concerns sex offenders and other individuals required to register under section 170101 of the Violent Crime Control and Law Enforcement Act of 1994, 42 U.S.C. § 14071, and the information was provided to the division under 42 U.S.C. § 14071 and applicable federal guidelines.

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

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

Unauthorized Disclosure of Electronic Records

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

Disclosure to Federal Agencies

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

Disclosure of Information Relating to Home Instructed Students

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

Audit or Evaluation of Education Programs

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

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

- designates the individual or entity as an authorized representative;
- specifies the personally identifiable information to be disclosed, specifies that the purposes for which the personally identifiable information is disclosed to the authorized representative is to carry out an audit or evaluation of federal- or state-supported education programs, or to

enforce or comply with federal legal requirements that relate to those programs; and specifies a description of the activity with sufficient specificity to make clear that the work falls within the exception of 34 CFR § 99.31(a)(3) including a description of how the personally identifiable information will be used;

- requires the authorized representative to destroy personally identifiable information when the information is no longer needed for the purpose specified;
- specifies the time period in which the information must be destroyed; and
- establishes policies and procedures, consistent with FERPA and other federal and state confidentiality and privacy provisions, to protect personally identifiable information from further disclosure and unauthorized use, including limiting use of personally identifiable information to only authorized representatives with legitimate interests in the audit or evaluation of a federal- or state-supported education program or for compliance or enforcement of federal legal requirements related to such programs.

Military Recruiters and Institutions of Higher Learning

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

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

Record of Disclosure

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

The requirements related to records of disclosure stated above do not apply to disclosures made pursuant to an ex parte order issued by a court at the request of the United States Attorney General (or any federal officer or employee, in a position not

lower than an Assistant Attorney General, designated by the Attorney General) seeking to collect education records relevant to an authorized investigation or prosecution of international terrorism as defined in 18 U.S.C. § 2331 or other acts listed in 18 U.S.C. § 2332b(g)(5)(B).

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

Directory Information

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

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

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

Personal Demographic Information

Correction of Education Records

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

1. Parents or the eligible student must request in writing that the Bristol Virginia Public Schools amend a record. In so doing, they should identify the part of the record they want changed and specify why they believe it is inaccurate, misleading or in violation of the student's privacy or other rights.
2. Bristol Virginia Public Schools shall decide whether to amend the record in accordance with the request within a reasonable period of time. If it decides not to comply, the school division shall notify the parents or eligible student of the decision and advise them of their right to a hearing to challenge the information believed to be inaccurate, misleading or in violation of the student's rights.
3. Upon request, Bristol Virginia Public Schools shall arrange for a hearing, and notify the parents or eligible student, reasonably in advance, of the date, place and time of the hearing. The hearing shall be held within a reasonable period of time after the request.
4. The parent or eligible student may, at his or her own expense, be assisted or represented by one or more individuals of his or her own choice, including an attorney.
5. The hearing shall be conducted by a hearing officer who is a disinterested party; however, the hearing officer may be an official of the school division. The parents or eligible student shall be afforded a full and fair opportunity to present evidence relevant to the issues raised in the original request to amend the student's education records in accordance with FERPA.
6. Bristol Virginia Public Schools shall prepare a written decision which will include a summary of the evidence presented and the reasons for the decision within a reasonable period of time after the hearing. The decision will be based solely on the evidence presented at the hearing.
7. If Bristol Virginia Public Schools decides that the information is inaccurate, misleading or in violation of the student's right of privacy, it shall amend (including expungement) the record and notify the parents or eligible student, in writing, that the record has been amended.
8. If Bristol Virginia Public Schools decides that the challenged information is not inaccurate, misleading or in violation of the student's right of privacy, it will notify the parents or eligible student that they have a right to place in the record a statement commenting on the challenged information and/or a statement setting forth reasons for disagreeing with the decision. The statement will be maintained as part of the student's education records as long as the contested portion is maintained and disclosed whenever the school division discloses the portion of the record to which the statement relates.

Confidentiality of HIV and Drug and Alcohol Treatment Records

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

Adopted: by the Bristol Virginia School Board on August 17, 2020

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

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

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

Cross Refs.: IJ	Guidance and Counseling Program
JEC	School Admission
JEC-R	School Admission
JECA	Admission of Homeless Children
JFC	Student Conduct
JGDA	Disciplining Students with Disabilities
JGD/JGE	Student Suspension/Expulsion
JHCB	Student Immunizations
JHCD	Administering Medicines to Students
JOA	Student Transcripts
JRCA	School Service Providers' Use of Student Personal Information
KBA-R	Requests for Public Records
KBC	Media Relations
KNB	Reports of Missing Children
KP	Parental Rights and Responsibilities
LBD	Home Instruction
LEB	Advanced/Alternative Courses for Credit

STUDENT RECORDS

Generally

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

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

Definitions

For the purposes of this policy, the Washington County Public Schools uses the following definitions:

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

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

badge, if the identifier cannot be used to gain access to education records except when used in conjunction with one or more factors that authenticate the user's identity such as a PIN or password or other factor known or possessed only by the authorized user.

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

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

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

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

archiving system, or on a temporary basis on a computer is not an education record and is not considered as being maintained.

Eligible Student – a student who has reached age 18.

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

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

Dissemination and Maintenance of Records About Court Proceedings

Adjudications:

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

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

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

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

Petitions and Reports:

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

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

Protective Orders and Orders Prohibiting Contact with a Child:

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

interest in such information, and (iii) are responsible for the direct supervision of the protected child or the child subject to the order that such order has been issued.

Annual Notification

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

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

Procedure to Inspect Education Records

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

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

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

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

Copies of Education Records

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

Fees for Copies of Records

The fee for copies will be \$0.25 per page and the full cost of postage if applicable. The Washington County Public Schools does not charge for search and retrieval of the records. The Washington County Public Schools does not charge a fee for copying an IEP or for a copy of the verbatim record of a hearing conducted in accordance with the State Board of Education's Regulations governing Special Education Programs for Children with Disabilities in Virginia.

Types, Locations and Custodians of Education Records

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

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

Types	Location	Custodian	Information
Academic	Local School	Principal	Academic
Special Education	WCSB Annex	Supervisor of Special Ed.	Special Education
Home School	WCSB	Assistant Superintendent	Home School Academic Records

Disclosure of Education Records

The Washington County Public Schools discloses education records or personally identifiable information contained therein only with the written consent of the parent or

eligible student except as authorized by law. Exceptions which permit the school division to disclose education record information without consent include the following:

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

A school official is:

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

A school official has a legitimate educational interest if the official is:

- performing a task that is specified in his or her position description or by a contract agreement
- performing a task related to a student's education
- performing a task related to the discipline of a student
- providing a service or benefit relating to the student or student's family, such as health card, counseling, job placement or financial aid

2. To officials of another school, school system, or institution of postsecondary education where the student seeks or intends to enroll or where the student is already enrolled so long as the disclosure is for purposes related to the student's enrollment or transfer. If records or information are released under this provision, the student's parents will be notified of the release, receive a copy of the record(s), if they so desire, and have an opportunity for a hearing to challenge the content of the record.
3. To certain officials of the U.S. Department of Education, the United States Attorney General, the Comptroller General, and state educational authorities, in connection with certain state or federally supported education programs and in accordance with applicable federal regulations.
4. In connection with a student's request for or receipt of financial aid as necessary to determine the eligibility, amount, or conditions of the financial aid, or to enforce the terms and conditions of the aid.

5. For the purpose of furthering the ability of the juvenile justice system to effectively serve the pupil prior to adjudication. The principal or his designee may disclose identifying information from a pupil's scholastic record to state or local law-enforcement or correctional personnel, including a law-enforcement officer, probation officer, parole officer or administrator, or a member of a parole board, seeking information in the course of his duties; an officer or employee of a county or city agency responsible for protective services to children, as to a pupil referred to that agency as a minor requiring investigation or supervision by that agency; attorneys for the Commonwealth, court services units, juvenile detention centers or group homes, mental and medical health agencies, state and local children and family service agencies, and the Department of Juvenile Justice and to the staff of such agencies. Prior to disclosure of any such scholastic records, the persons to whom the records are to be disclosed shall certify in writing to the principal or his designee that the information will not be disclosed to any other party, except as provided under state law, without the prior written consent of the parent of the pupil or by such pupil if the pupil is eighteen years of age or older.
6. To organizations conducting certain studies for, or on behalf of educational agencies or institutions to develop, validate or administer predictive tests; administer student aid programs; or improve instruction. The studies must be conducted in a manner that does not permit personal identification of parents and students by individuals other than representatives of the organization that have legitimate interests in the information. The information must be destroyed when it is no longer needed for the purposes for which the study was conducted. The School Board must enter into a written agreement with the organization conducting the study which:
 - specifies the purpose, scope, and duration of the study or studies and the information to be disclosed;
 - requires the organization to use personally identifiable information from education records only to meet the purpose or purposes of the study stated in the written agreement;
 - requires the organization to conduct the study in a manner that does not permit personal identification of parents and students by anyone other than representatives of the organization with legitimate interests; and
 - requires the organization to destroy all personally identifiable information when the information is no longer needed for the purposes for which the study was conducted and specifies the time period in which the information must be destroyed.
7. To accrediting organizations to carry out their functions.
8. To parents of an eligible student who claim the student as a dependent for income tax purposes.

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

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

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

Unauthorized Disclosure of Electronic Records

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

Disclosure to Federal Agencies

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

Disclosure of Information Relating to Home Instructed Students

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

Audit or Evaluation of Education Programs

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

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

- designates the individual or entity as an authorized representative;
- specifies the personally identifiable information to be disclosed, specifies that the purposes for which the personally identifiable information is disclosed to the authorized representative is to carry out an audit or evaluation of federal- or state-supported education programs, or to enforce or comply with federal legal requirements that relate to those programs; and specifies a description of the activity with sufficient specificity to make clear that the work falls within the exception of 34 CFR § 99.31(a)(3) including a description of how the personally identifiable information will be used;
- requires the authorized representative to destroy personally identifiable information when the information is no longer needed for the purpose specified;
- specifies the time period in which the information must be destroyed; and
- establishes policies and procedures, consistent with FERPA and other federal

and state confidentiality and privacy provisions, to protect personally identifiable information from further disclosure and unauthorized use, including limiting use of personally identifiable information to only authorized representatives with legitimate interests in the audit or evaluation of a federal- or state-supported education program or for compliance or enforcement of federal legal requirements related to such programs.

Military Recruiters and Institutions of Higher Learning

The Washington County Public Schools will provide, on request made by military recruiters or an institution of higher education, access to secondary school students' names, addresses, and telephone listings.

A secondary school student or the parent of the student may request that the student's name, address, and telephone listing not be released without prior written parental consent. The school division will notify parents of the option to make a request and will comply with any request.

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

Record of Disclosure

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

The requirements related to records of disclosure stated above do not apply to disclosures made pursuant to an ex parte order issued by a court at the request of the United States Attorney General (or any federal officer or employee, in a position not lower than an Assistant Attorney General, designated by the Attorney General) seeking to collect education records relevant to an authorized investigation or prosecution of international terrorism as defined in 18 U.S.C. § 2331 or other acts listed in 18 U.S.C. § 2332b(g)(5)(B).

Personal information will only be transferred to a third party on the condition that such party will not permit any other party to have access to such information without the written consent of the parents of the student. If a third party permits access to information,

or fails to destroy information, the division will not permit access to information from education records to that third party for a period of at least five years.

Directory Information

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

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

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

Directory Information:

- student's name
- participation in officially recognized activities and sports
- address
- telephone listing
- weight and height of members of athletic teams
- photograph
- degrees (excludes specifying diploma type of student earning the following: modified standard diploma, IEP diploma and/or certificate of attendance), honors, and awards received
- date and place of birth

- dates of attendance
- grade level

Correction of Education Records

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

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

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

Confidentiality of HIV and Drug and Alcohol Treatment Records

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

ADOPTED: October 13, 1986
 REVISED: October 7, 2002
 REVISED: February 6, 2006
 REVISED: February 2, 2015
 REVISED: August 15, 2016
 REVISED: September 16, 2019
 REVISED: December 7, 2020

LEGAL REF.: 18 U.S.C. §§ 2331, 2332b.
 20 U.S.C. §§ 1232(g), 7908.
 42 U.S.C. § 290dd-2.

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

Code of Virginia, 1950, as Amended, §§ 2.2-3704, 2.2-3075.4, 2.2-3804, 16.1-260, 16.1-305.1, 16.1-305.2, 22.1-254.1, 22.1-279.3:2, 22.1-287, 22.1-287.01, 22.1-287.02, 22.1-287.1, 22.1-288, 22.1-288.1, 22.1-288.2, 22.1-289, 23.1-405, 32.1-36.1, 64.2-2003.

CROSS REF.: IJ Guidance and Counseling Program
 JEC School Admission
 JEC-R School Admission
 JECA Admission of Homeless Children
 JFC Student Conduct
 JGDA Disciplining Students with Disabilities

JGD/JGE	Student Suspension/Expulsion
JHCB	Student Immunizations
JHCD	Administering Medicines to Students
JRCA	School Service Providers' Use of Student Personal Information
KBA-R	Requests for Information
KBC	Media Relations
KNB	Reports of Missing Children
KP	Parental Rights and Responsibilities
LBD	Home Instruction
LEB	Advanced/Alternative Courses for Credit

APPENDIX Q

RECORDS RETENTION SCHEDULE

LIBRARY OF VIRGINIA



LIBRARY OF VIRGINIA

Government Records Services
800 E. Broad St., Richmond VA 23219
(804) 692-3600

**RECORDS RETENTION AND DISPOSITION SCHEDULE
GENERAL SCHEDULE NO. GS-21**

**COUNTY AND MUNICIPAL GOVERNMENTS
Public School**

The schedule on the attached page(s) is approved with agreement to follow the records retention and disposition policies listed below:

APPROVED:

EFFECTIVE SCHEDULE DATE: 6/9/2022

POLICIES FOR RECORDS RETENTION AND DISPOSITION

1. This schedule is continuing authority under the provisions of the Virginia Public Records Act, § 42.1-76, et seq. of the Code of Virginia for the retention and disposition of the records as stated on the attached page(s).
2. This schedule supersedes previously approved applicable schedules.
3. This schedule is used in conjunction with the Certificate of Records Destruction (RM-3 Form). A completed RM-3 Form must be approved by an agency-designated records officer before records can be destroyed.
4. Any records created prior to 1912 must be offered, in writing, to the Library of Virginia (LVA) before applying these disposition instructions. Offered records can be destroyed 60 days after date of the offer if no response is received from the LVA.
5. All known audits, requests for records pursuant to the Virginia Freedom of Information Act, § 2.2-3700, et seq., and retention schedule negotiations regarding the listed records must be resolved before the records can be destroyed. Knowledge of subpoenas, investigations, or litigation that reasonably may involve the listed records suspends any disposal and/or operational reformatting processes until all issues are resolved.
6. The retentions and dispositions listed on the attached page(s) apply regardless of format, e.g., paper, microfilm, electronic image, etc. Unless prohibited by law, records may be reformatted at the agency's discretion. Microfilming must be done in accordance with 17VAC15-20-10, et seq. of

- the Virginia Administrative Code, "Standards for the Microfilming of Public Records for Archival Retention." All records must be accessible throughout their retention period. Whether the required preservation is through prolongation of appropriate hardware and/or software, reformatting, or migration, it is the obligation of the agency to do so.
7. Records custodians must ensure that confidential or privacy-protected information contained in records and non-records is ultimately destroyed to prevent unauthorized disclosure. Confidential destruction of paper is accomplished only through shredding, pulping, or burning. For electronic information, it is accomplished by overwriting the data or physically destroying the media. Merely deleting confidential or privacy-protected information is not sufficient. Documents containing Social Security numbers must be destroyed in compliance with 17VAC15-120-30.
8. Under the Virginia Public Records Act, § 42.1-79, the Library of Virginia is the official custodian and trustee of all state-agency records transferred to the State Archives, which may purge select records in accordance with professional archival practices in order to ensure efficient preservation and access.
9. Unless otherwise directed, files are closed out at the end of each calendar or fiscal year, as appropriate. Retention periods start at that time. Other event-based filing cutoffs (e.g., "after last action") must be defined and consistently applied by the agency.



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Public School

EFFECTIVE SCHEDULE DATE: 6/9/2022

RECORD SERIES AND DESCRIPTION	SERIES NUMBER	SCHEDULED RETENTION PERIOD	DISPOSITION METHOD
Academic Progress Records This series documents a sampling of individual students' school work. This series may include, but is not limited to: essays and projects.	008125	0 Years after end of academic year	Non-confidential Destruction
Accreditation Records This series documents a district or school's preparation for accreditation by the Virginia Department of Education. This series may include, but is not limited to: status reports and school improvement plans. 8VAC20-131 et seq.	008095	5 Years after end of academic year	Non-confidential Destruction
Acknowledgements of Receipt This series documents parental receipt of information required to be submitted annually, such as the Student Rights and Responsibilities and the Family Educational Rights and Privacy Act (FERPA)-mandated notice. This series includes the signature page of the notice. 34 CFR 99.7	009536	0 Years after end of academic year	Non-confidential Destruction
Alumni Transcript Requests This series documents the requests by eligible parties for transcripts, education verification, and other records held in the cumulative student file. This series may include, but is not limited to: student transcript requests. 34 CFR §99.35	200684	1 Year after end of academic year	Non-confidential Destruction
Anecdotal Notes on Students This series documents conversations and meetings with individual students and parents. This series may include, but is not limited to: notes written by teachers, administrators, principals, and guidance counselors.	008126	0 Years after end of academic year	Confidential Destruction



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RECORDS RETENTION AND DISPOSITION SCHEDULE
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COUNTY AND MUNICIPAL GOVERNMENTS
Public School

EFFECTIVE SCHEDULE DATE: 6/9/2022

RECORD SERIES AND DESCRIPTION

SERIES NUMBER SCHEDULED RETENTION PERIOD DISPOSITION METHOD

Approval/Permission Records

008128

0 Years after end of academic year

Confidential Destruction

This series documents parent or legal guardian approval for students to participate in school programs such as performances, sporting events, field trips, and tutoring. This series may include, but is not limited to: permission forms, lists of students participating, and driver's license/vehicle insurance information.

Athletic Activity Records

008129

1 Year after end of academic year

Non-confidential Destruction

This series documents student participation in various school athletic programs. This series may include, but is not limited to: team photographs, athletic event programs, score books, individual/team statistics, and films/videotapes of athletic events.

Athletic Physical Examination Records

008194

5 Years after end of academic year

Confidential Destruction

This series documents annual required student athletic physical examinations to certify eligibility. This series may include, but is not limited to: lab records, physician's notes, and other medical information.

Automobile Registration: Staff/Students

008131

0 Years after end of academic year

Confidential Destruction

This series documents student and staff automobile registrations and the issuance of campus parking decals/passes. This series may include, but is not limited to: applications, approval documentation, and payment information.

Award Records: List of Recipients

008132

1 Year after end of academic year

Non-confidential Destruction

This series documents individual students and/or student groups who have received awards for accomplishments such as perfect attendance, straights As, winning academic competitions, making the honor roll, and lettering in student athletics. This series may include, but is not limited to: lists and other supporting documentation.



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EFFECTIVE SCHEDULE DATE: 6/9/2022

RECORD SERIES AND DESCRIPTION	SERIES NUMBER	SCHEDULED RETENTION PERIOD	DISPOSITION METHOD
<u>Career and Technical Education/Cooperative Education:</u> <u>Enrollment Records</u> This series documents participation in career and technical education and/or cooperative education programs in which students are employed outside of the school. This series may include, but is not limited to: enrollment records.	008138	1 Year after end of academic year	Confidential Destruction
<u>Career and Technical Education/Cooperative Education:</u> <u>Evaluation Records</u> This series documents the evaluation of student progress in career and technical education and/or cooperative education programs in which students are employed outside of the school. This series may include, but is not limited to: employer and instructor evaluations.	008139	3 Years after end of academic year	Confidential Destruction
<u>Civil Rights Complaints and Resolution</u> This series documents action taken on civil rights complaints. This series may include, but is not limited to: complaint, investigation records, results, corrective action plan, and letter of closure from United States Department of Education, Office of Civil Rights. 34 CFR 100-110	008201	3 Years after closed	Confidential Destruction
<u>Class Rank Lists</u> This series documents the mid-year and prior-to-graduation ranking of juniors and seniors. This series may include, but is not limited to: lists of students by class in order of rank by their grade point average.	008134	1 Year after end of academic year	Confidential Destruction
<u>Clinic Records: Emergency and Health Information Sheets</u> This series documents student emergency and health information and may contain parent and doctor contact information and lists of medical conditions and medications prescribed. This series may include, but is not limited to: emergency and health information sheets.	200425	0 Years after superseded, obsolete, or rescinded	Confidential Destruction

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Clinic Records: Sign-In Sheets This series documents clinic visits by students. This series may include, but is not limited to: sign-in sheets containing no medical information.	200424	1 Year after end of academic year	Confidential Destruction
College and Career Fair or Exhibitions This series documents participation in college and career fairs and exhibitions held by the district. This series may include, but is not limited to: list of exhibitors and attendees.	008136	1 Year after event	Non-confidential Destruction
Copyrighted Material Records This series documents the permission received to use copyrighted material as part of an educational course or program, such as music used by the marching band or in a school musical. This series may include, but is not limited to: request and proof of permission granted. 17 USC 507; 17 USC 101-122	008174	5 Years after last action	Non-confidential Destruction
Course Selection Records This series documents individual students' course selection. This series may include, but is not limited to: course sign-up sheets.	008141	0 Years after end of academic year	Confidential Destruction
Cumulative Health Record This series documents individual student medical records. This series may include, but is not limited to: medication administration information, including physician orders for prescribed medications and treatment and parent/guardian permission; medical treatment (such as lab work) performed in the school health office; nurses' notes; medical certification of need for homebound services; Individualized Health Plan (IHP), and any medical information needed for eligibility and the writing of the Individualized Education Program (IEP). 34CFR300.624	008196	5 Years after student graduates, completes Board of Education program, transfers, or withdraws	Confidential Destruction



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Curriculum and Program Development Records	008175	0 Years after no longer administratively useful	Non-confidential Destruction
<p>This series documents the development of curricula and programs of study, such as primary and secondary education, adult education, cooperative education, drug education, driver's education, General Equivalency Diploma (GED), and Head Start programs. This series may include, but is not limited to: curriculum development guides, program development files, pacing guides, instructional handbooks, and lesson plans.</p>			
<u>Desegregation Records</u>	008098		Permanent, In Agency
<p>This series documents the desegregation of public schools in the Commonwealth of Virginia between 1952 and 1978. This series may include, but is not limited to: reports, superintendent's records, policy documents, and legal opinions.</p>			
<u>Election Records: List of Officers</u>	008142	1 Year after end of academic year	Non-confidential Destruction
<p>This series documents officers elected in school student elections, including class elections as well as club or extracurricular elections. This series includes lists of officers elected.</p>			
<u>Election Records: Supporting Documentation</u>	008143	0 Years after end of academic year	Confidential Destruction
<p>This series documents the process and results of school student elections. This series may include, but is not limited to: lists of students eligible to vote, register of those who voted, and ballots.</p>			



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<u>English as a Second Language (ESL)/English Language Learner (ELL) Records</u>	008219	5 Years after student graduates, completes Board of Education program, transfers, or withdraws	Confidential Destruction
<p>This series documents student participation in an English as a Second Language (ESL) or English Language Learner (ELL) program. This series may include, but is not limited to: home language survey, testing records, transcripts, assessments, anecdotal notes, evaluations, writing samples, parental notification letter, eligibility records, and exit forms. 8VAC20-131-280D</p>			
<u>Examination Records: Documentation of Student Responses</u>	000232	0 Years after approval	Confidential Destruction
<p>This series documents student responses to state standardized tests and local standardized examinations. This series may include, but is not limited to: student responses in audio and video recordings, Braille responses, and transcriptions of responses. 34CFR300.624</p>			
<u>Examination Records: Irregularities in Graduation-Associated Testing</u>	000234	5 Years after end of academic year	Confidential Destruction
<p>This series documents testing irregularities for state standardized tests and local examinations associated with graduation requirements that are resolved locally. This series may include, but is not limited to: reports of occurrences and resolutions.</p>			
<u>Examination Records: Irregularities in Nongraduation-Associated Testing</u>	000235	1 Year after end of academic year	Confidential Destruction
<p>This series documents testing irregularities for state standardized tests and local examinations not associated with graduation requirements that are resolved locally. This series may include, but is not limited to: reports of occurrences and resolutions.</p>			



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<u>Examination Records: Non Standardized- Routine and Final Exams</u> This series documents the administration and grading of final and routine exams. This series may include, but is not limited to: directions for administering the test, essay/short answer booklets, answer sheets/keys, grading scales, and other testing materials.	200506	1 Year after end of academic year	Confidential Destruction
<u>Examination Records: Scoring of Graduation-Associated State Required Assessments</u> This series documents scoring for state standardized tests associated with graduation requirements, such as Standards of Learning (SOL) tests, and Virginia Alternate Assessments' course-work compilations (CWC). This series may include, but is not limited to: student end-of-course writing samples, affidavits of student performance, and SOL end-of-course writing short papers appeals. 34CRF300.573	000239	5 Years after end of academic year	Confidential Destruction
<u>Examination Records: Scoring of Nongraduation-Associated State Required Assessments</u> This series documents the scoring of Standards of Learning (SOL) tests, and other state standardized tests not associated with graduation, such as Virginia Alternate and Alternative Assessments' collections of evidence (COE) and course-work compilations (CWC). This series may include, but is not limited to: student writing samples, affidavits of student performance, SOL writing short paper appeals, and score sheets for alternate/alternative assessments. 34CRF300.573	000240	1 Year after end of academic year	Confidential Destruction

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<p><u>Examination Records: Standardized Test Development and Implementation Documentation</u></p> <p>This series documents the development, implementation, and operative procedures of standardized testing. This series may include but is not limited to: reference materials, answer keys, test questions, anchor papers, reader reports, inter-rater reliability statistics, appeals, packing lists, inventory lists, verification forms, transmittal forms, Assembly Identification Sheets, return shipment forms, signed confidentiality/security agreements, affidavits, Authorization to Proceed (ATP) forms, and locally created documents such as accommodation verification forms.</p>	000233	1 Year after end of academic year	Confidential Destruction
<p><u>Federal Grant Programs</u></p> <p>This series documents the funding and operation of federal title programs. This series may include, but is not limited to: grant applications, carry-over funds, equivalency/comparability reports, evaluations, impact aid records, documentation on school eligibility, student identification, parent involvement, and teacher monitoring. 20 USC 1232(f)(a); 34 CFR 222</p>	008099	5 Years after final payment	Confidential Destruction
<p><u>Federal Program Monitoring Review</u></p> <p>This series documents the school district's compliance with program mandates for federally funded programs such as the McKinney-Vento Homeless Assistance Act, Education of Migratory Children and Prevention and Intervention Programs for Children and Youth who are Neglected, Delinquent, or At-Risk. This series may include, but is not limited to: self-assessment and United States Department of Education monitoring report. Title 1 Part A; Title 1 Part D Subpart 2; Title 3 Part A; Title 5 Part C</p>	008100	5 Years after end of academic year	Non-confidential Destruction



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Federal Survey Forms 008101 5 Years after end of federal fiscal year Non-confidential Destruction

This series documents the annual survey that is taken of private schools located within a district's boundaries in order to assess ascertain which federally funded programs offered by the district the private school may wish to participate in, such as staff-development training. This series may include, but is not limited to: survey and responses. 20 USC 70

Grade Records: Interim Marks and Requests 200316 0 Years after end of academic year Confidential Destruction

This series documents grades-related records, such as interim grades, grade changes, and requests for pass/fail status for certain academic work. This series does not include report cards. This series may include, but is not limited to: interim marks reports, mark change forms, and pass/fail requests.

Grade Records: Report Cards 008150 1 Year after end of academic year Confidential Destruction

This series documents an individual school's copies of student report cards issued during the course of the school year. This series may include, but is not limited to: report cards.

Grade Records: Teacher's Grade Books and Reports - Graduation-Associated 008151 5 Years after end of academic year Confidential Destruction

This series documents grades students made on various exams, quizzes, and class projects over the course of the academic year. This series may include, but is not limited to: teacher's grade books and reports for classes associated with graduation requirements.

Grade Records: Teacher's Grade Books and Reports - Nongraduation-Associated 200317 1 Year after end of academic year Confidential Destruction

This series documents grades students made on various exams, quizzes, and class projects over the course of the academic year. This series may include, but is not limited to: teacher's grade books and reports for classes not associated with graduation requirements.



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<u>Graduation Follow-Up Survey Forms</u> This series documents efforts to track student progress after graduation. This series includes graduation follow-up surveys.	008152	0 Years after end of academic year	Confidential Destruction
<u>Home Instruction Records</u> This series documents the education of home-schooled children. This series may include, but is not limited to: religious exemption documentation, plans for educational curriculum and records of academic progress. COV 22.1-254.1	008103	5 Years after last action	Confidential Destruction
<u>Honor Society Applications</u> This series documents students' efforts to join various honor societies. This series may include, but is not limited to: applications and letters of reference.	008127	0 Years after end of academic year	Confidential Destruction
<u>Individual Educational Assessment and Protocols</u> The series documents individual assessments and reading, math, and other protocols created during the course of the educational process. This series may include, but is not limited to: surveys, protocols, and academic risk assessments.	007109	3 Years after end of academic year	Confidential Destruction
<u>Interscholastic Activity Records</u> This series documents participation in interscholastic activities such as academic, athletic, and artistic programs. This series may include, but is not limited to: eligibility lists, classes taken and grades received by students, and residency information.	008154	1 Year after end of academic year	Confidential Destruction
<u>Magnate School Nominee/Recipient Records</u> This series documents the student's nomination and acceptance or rejection process for a magnate school such as the Governor's School. This series may include, but is not limited to: applications, letters of recommendation, essays, and test results.	008146	5 Years after end of academic year	Confidential Destruction



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<u>Opt-out Form: Directory</u> This series documents the directory release opt-out status of parents or eligible students. This series may include, but is not limited to: directory opt-out forms.	000241	0 Years after superseded, obsolete, or rescinded	Confidential Destruction
<u>Opt-out Form: Other</u> This series documents the opt-out status of students for certain programs and requirements at the individual school level. This series may include, but is not limited to: opt-out forms.	200314	0 Years after end of academic year	Confidential Destruction
<u>Parental Request to Withdraw Instructional Material</u> This series documents parents' requests to withdraw access by their children to certain school instructional materials. This series may include, but is not limited to: parent correspondence, district decision, and offer of substitute material.	008156	5 Years after end of academic year	Non-confidential Destruction
<u>Pre-School Records</u> This series documents a child's attendance only in a pre-school program. This series may include, but is not limited to: contact information, immunization records, record of previous schooling, number of siblings, results of informal screenings, written reports to parents, and samples of class work.	008221	5 Years after end of academic year	Confidential Destruction
<u>Program of Studies</u> This series documents the school district's program of studies. This series may include, but is not limited to: course catalog and graduation requirements.	008178	75 Years after approval	Non-confidential Destruction
<u>Reading Instructional Folders</u> This series documents student reading instruction. This series may include, but is not limited to: writing samples and test results.	008163	1 Year after last action	Confidential Destruction



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<u>Reports for Virginia Department of Education (VDOE)</u> This series documents local school district submission of reports required by VDOE. This series may include, but is not limited to: homebound instruction annual report, discipline, crime and violence report, tracking of dropouts and withdrawals, graduation follow-up reports, superintendent's annual reports and verification.	008105	5 Years after submission	Non-confidential Destruction
<u>Residency Affidavits</u> This series documents the verification of student residency. This series may include, but is not limited to: residency affidavits and other supporting documentation.	200686	0 Years after no longer administratively useful	Confidential Destruction
<u>School Bus Route Files</u> This series documents school bus stop locations and pick-up/drop-off times. This series may include, but is not limited to: lists.	008107	1 Year after end of academic year	Confidential Destruction
<u>School Facilities Use Records</u> This series documents the reservation and use of school-owned facilities for non-school related activities for which no rental/lease fees are charged. This series may include, but is not limited to: reservation form and certificate of insurance.	008110	0 Years after no longer administratively useful	Non-confidential Destruction
<u>School Health Care Plans</u> This series documents student emergency health care plans. This series may include, but is not limited to: diagnosis and guidance given to teachers and school crisis plans.	008197	0 Years after no longer administratively useful	Confidential Destruction
<u>School Master Schedules</u> This series documents the courses offered and their time slots, along with the process for scheduling teacher duty/assignment periods. This series may include, but is not limited to: student and teacher schedules during an academic year.	008164	0 Years after end of academic year	Confidential Destruction



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<u>School Nutrition Program</u>	001013	3 Years after end of academic year	Confidential Destruction
This series documents the school nutrition program. This series may include, but is not limited to: agreements, applications, certification for free meals, inventories, menus, policy, and sanitation records.			
<u>School Nutrition Program: Base Year</u>	200685	3 Years after expiration	Confidential Destruction
This series documents the establishment of the Community Eligibility Provision (CEP), and the base year records for Provision 2 and Provision 3. This series may include, but is not limited to: source documentation of the Identified Student Percentage (ISP) enrollment and participation records, agreements, applications, menus, sanitation records, and documentation of non-federal funding. 7 CFR § 245.9			
<u>Special Education Complaints, Mediation, and Due Process Hearing Records</u>	008215	5 Years after student graduates, completes Board of Education program, transfers, or withdraws	Confidential Destruction
This series documents the hearing process for special education students. This series may include, but is not limited to: complaints, copies of evidence, mediation requests, due process hearing records, implementation plans, case closure statement, and supporting documentation. 34CFR300.624			
<u>Special Education Eligibility Records: Committee Agendas</u>	008216	2 Years after end of academic year	Confidential Destruction
This series documents the agendas for special education eligibility committee meetings. This series includes agendas only. 34CFR300.624			
<u>Special Education Eligibility Records: Committee Assignments</u>	008217	0 Years after superseded, obsolete, or rescinded	Confidential Destruction
This series documents the assignment of personnel to special education eligibility committees. This series may include, but is not limited to: lists. 34CFR300.624			

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<p><u>Special Education Records</u></p> <p>This series documents student participation in special education programs. This series may include, but is not limited to: referrals, evaluations, Individualized Education Program (IEP), assessments, anecdotal notes, eligibility records, and exit forms. 34CFR300.624</p>	200683	5 Years after student graduates, completes Board of Education program, transfers, or withdraws	Confidential Destruction
<p><u>Strategic Plan</u></p> <p>This series documents efforts by the school district to move toward goals of accreditation by identifying factors that can affect achievement. This series may include, but is not limited to: academic reviews.</p>	008115	5 Years after superseded, obsolete, or rescinded	Non-confidential Destruction
<p><u>Student Accident/Injury Reports</u></p> <p>This series documents accidents that happened to, or injuries received by, students during a school-sponsored activity, while on school property, or while under supervision of the school. This series may include, but is not limited to: reports, notes, and medical information. COV 8.01-243</p>	008198	23 Years after birth	Confidential Destruction
<p><u>Student Accounting and Attendance Records</u></p> <p>This series documents student attendance. This series may include, but is not limited to: teacher registers and administrative student attendance records. 8VAC20-110; 8VAC20-140-10(3)</p>	008160	5 Years after end of academic year	Confidential Destruction
<p><u>Student Attendance Records: Supporting Documentation</u></p> <p>This series documents student absences and tardiness. This series may include, but is not limited to: absentee/tardy passes, signed notes from parent/guardian, and other supporting documentation.</p>	008130	0 Years after end of academic year	Confidential Destruction



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<u>Student Cumulative File: Long-Term Documentation - Post 1935</u> This series documents a student's academic and health information while in the school district. Academic information may include, but is not limited to: transcript, college entrance exam scores, record of attendance, schools attended, scholastic work completed, grades, grade point average, class rank, and type of diploma earned. Health information may include, but is not limited to: verification of immunizations or immunization certificate. This series may also include name change documentation, access and disclosure of student record forms, including final opt-out for directory information, and termination (graduation/withdrawal) information. This series also includes similar records related to students enrolled in adult education programs. 8VAC20-150; 34CFR300.624	008223	75 Years after student graduates, completes Board of Education program, transfers, or withdraws	Confidential Destruction
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Student Cumulative File: Long-Term Documentation: Before 1936 008222 Permanent, In Agency

This series documents a student's academic information while in the school district prior to 1936. 8VAC20-150



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Student Cumulative File: Shorter-Term Documentation

008224

5 Years after student graduates,
completes Board of Education
program, transfers, or withdraws

Confidential Destruction

This series documents a student's academic and health information while in the school district. Academic information may include, but is not limited to: Individual student test reports/profiles from normative tests such as achievement batteries and inventories, results from the Virginia Assessment Program, scores from state required standardized tests, and individual program of studies plan. Health information may include, but is not limited to: physical examination, health information progress notes, and final cumulative health record card. This series may also include activity records, eighteen-year-old declaration, school and community activities work experience, employment counseling and placement documentation, counseling interviews, notice of student status, registration/enrollment forms/records, driver education program certificate of completion (DEC-1), permission forms for release of student information not related to final opt-out for directory information, and all documentation related to the assessment, placement, and instruction of special needs students. This series also includes similar records related to students enrolled in adult education programs. 8VAC20-150; 34CFR300.624

Student Discipline: Expulsion Records

008226

5 Years after student graduates,
completes Board of Education
program, transfers, or withdraws

Confidential Destruction

This series documents the expulsion of individual students from school. This series may include, but is not limited to: expulsion letters, documentation supporting expulsion decisions, records reviews, and expulsion readmission requests.



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<p><u>Student Discipline: Incident/Suspension Records</u></p> <p>This series documents the discipline of individual students, whether or not a suspension results. This series may include, but is not limited to: infraction information and due process documentation.</p>	008227	5 Years after end of academic year	Confidential Destruction
<p><u>Student Legal: Court Notices of Adjudication or Conviction - Disciplinary Action Not Taken</u></p> <p>This series documents the disposition of a court proceeding, including the nature of the offense, in which a juvenile is adjudicated delinquent or convicted of a crime that is not listed in COV 16.1-260, where disciplinary action was not taken by the school division. This series may include, but is not limited to: court notice. COV 16.1-305.1; COV 22.1-288.2; COV 16.1-260</p>	008229	3 Years after event	Confidential Destruction
<p><u>Student Legal: Court Notices of Adjudication or Conviction - Disciplinary Action Taken</u></p> <p>This series documents the disposition of a court proceeding, including the nature of the offense, in which a juvenile is adjudicated delinquent or convicted of a crime that is not listed in COV 16.1-260, where disciplinary action was taken by the school division. This series may include, but is not limited to: court notice. COV 16.1-305.1; COV 22.1-288.2; COV 16.1-260</p>	008230	5 Years after student graduates, completes Board of Education program, transfers, or withdraws	Confidential Destruction
<p><u>Student Legal: Court Notices of Adjudication or Conviction - Serious Crimes</u></p> <p>This series documents the disposition of a court proceeding, including the nature of the offense, in which a juvenile is adjudicated delinquent or convicted of a crime that is listed in COV 16.1-260. This series may include, but is not limited to: court notice. COV 16.1-305.1; COV 16.1-260; COV 22.1-289</p>	200313	0 Years after student graduates, completes Board of Education program, transfers, or withdraws	Confidential Destruction



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<u>Student Legal: Custody Actions</u> This series documents a student's custody status. This series may include, but is not limited to: custody agreements, visitation agreements, documentation of removal of parental rights, and other court records.	008231	0 Years after superseded, obsolete, or rescinded	Confidential Destruction
<u>Student Legal: Due Process File</u> This series documents due process for individual students not included in another series listed on this schedule. This series may include, but is not limited to: administrative reviews, court records, decisions, hearing officer records, and other supporting documentation.	008232	5 Years after student graduates, completes Board of Education program, transfers, or withdraws	Confidential Destruction
<u>Student Placement and Transfer Requests</u> This series documents requests for pupil placement or transfer to another school or school attendance zone. This series may include, but is not limited to: correspondence and decision.	008166	3 Years after end of academic year	Confidential Destruction
<u>Studies and Reports: Division-wide</u> This series documents school system-wide studies. This series may include, but is not limited to: reports, surveys, consultant reports, and demographic data.	008112	5 Years after end of academic year	Non-confidential Destruction
<u>Studies and Reports: Historically Significant</u> This series documents historically significant school system-wide studies and reports. This series may include, but is not limited to: evaluations of services and studies of school consolidations, boundary changes, and block scheduling.	008111		Permanent, In Agency



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RECORD SERIES AND DESCRIPTION	SERIES NUMBER	SCHEDULED RETENTION PERIOD	DISPOSITION METHOD
<p><u>Subpoenas</u></p> <p>This series documents subpoenas received by the school division in regard to employees or students and the responses given. This series may include, but is not limited to: subpoenas and response documentation.</p>	009537	1 Year after receipt	Confidential Destruction
<p><u>Teachers' Classroom Files</u></p> <p>This series consists of the individual classroom instruction files created and maintained by teachers, including permanent, substitute, and student teachers. This series may include, but is not limited to: lesson plans and instructional materials.</p>	008167	0 Years after no longer administratively useful	Non-confidential Destruction
<p><u>Textbook Adoption Records</u></p> <p>This series documents the adoption of textbooks not already approved by the Virginia Department of Education. This series may include, but is not limited to: request to use textbook, evaluation criteria, ratings, and decision. 8VAC20-720-170</p>	008121	0 Years after superseded, obsolete, or rescinded	Non-confidential Destruction
<p><u>Textbook Records: Non-Returned Books List</u></p> <p>This series documents non-returned textbooks. This series may include, but is not limited to: lists of students and correspondence.</p>	008124	0 Years after no longer administratively useful	Confidential Destruction
<p><u>Threat Assessments</u></p> <p>This series documents individual threat assessments. Threats can include threats to self or to others. This series may include, but is not limited to: assessment results, anecdotal notes, and supporting documentation.</p>	200315	5 Years after student graduates, completes Board of Education program, transfers, or withdraws	Confidential Destruction



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RECORDS RETENTION AND DISPOSITION SCHEDULE
GENERAL SCHEDULE NO. GS-21
COUNTY AND MUNICIPAL GOVERNMENTS
Public School

EFFECTIVE SCHEDULE DATE: 6/9/2022

RECORD SERIES AND DESCRIPTION	SERIES NUMBER	SCHEDULED RETENTION PERIOD	DISPOSITION METHOD
<u>Title IX Investigations</u> This series documents alleged violations of Title IX by students or staff, investigations, and resolutions. This series may include, but is not limited to: complaints, records of investigations, audio or video transcripts or recordings, remedies (including informal resolutions and/or disciplinary sanctions for the respondent), and records of appeal. 34 CFR 106.45(b)(10)	200735	7 Years after closed	Confidential Destruction
<u>Title IX Training</u> This series documents any materials used to train coordinators, investigators, and/or decision makers involved in the Title IX process. This series may include, but is not limited to: training materials. 34 CFR § 106.45	200736	7 Years after end of academic year	Confidential Destruction
<u>Video Release Form</u> This series documents the authorization for the use of a video or other recording by an outside entity such as another school district or news media company. This series may include, but is not limited to: release forms.	008192	0 Years after no longer administratively useful	Non-confidential Destruction
<u>Virginia High School League Records</u> This series documents the annual submission of Virginia High School League (VHSL) forms for individual students participating in VHSL activities. This series may include, but is not limited to: VHSL required forms.	008172	5 Years after end of academic year	Confidential Destruction