AGENDA ITEM: INFORMATION	{ X }	} ACTION {	}	CLOSED MEETING {	}
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SUBJECT: ITEMS FOR BOARD MEMBERS

American Red Cross Shelter Agreement

The American National Red Cross ("Red Cross"), a not-for-profit corporation chartered by the United States Congress, provides services to individuals, families and communities when disaster strikes. The disaster relief activities of the Red Cross are made possible by the American public, as the organization is supported by private donations and facility owners who permit their buildings to be used as a temporary refuge for disaster victims. This agreement is between the Red Cross and a facility owner ("Owner") so the Red Cross can use the facility as an emergency shelter during a disaster.

shelter	during a disaster.		Both (or	Elementary School	Valley Flancestar
DR#: _		Facility:	1	Elementary School	-School
		Parties :	and Facility		
<u>Owner</u> :					
	Legal name: Dath	1 (OWNTY Kill)	n'c Schools		
	Chapter: 24-Hour Point of Con	tact:		engu	<u> </u>
	Name	and title: Pew	1 Lancaster	^	
	Work	phone: <u>5</u> 90 -	839-2122	_ Cell phone /pager : <u>54(</u>	1-839-9108
	Address for Legal No	tices:	(ACREDIT	
	40 Box 67	10 grm Spr	ings VTI a	24484	
		ī			
Red Cr	<u>oss:</u> Legal name: The A	morioon Notional	Pod Cross		
	Chapter:	mencan National			<u></u>
	24-Hour Point of Con				
	Name				
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	Address for Legal No	tices:			
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c	Copies of legal notices	must also be sen	t to:		
-	The American Nation	al Red Cross, Off	ice of the Gener	ral Counsel,	
-	2025 E Street, NW, V	√ashington DC 20)006		
а	nd The American Nation	al Red Cross. Dis	aster Operation	IS.	
	2025 E Street NW, W			,	
Challe					
Sheller	<u>· Facility</u> : (Insert name and con	nplete street addr	ess of building a	or, if multiple buildings, wr	ite "See attached
				atreat address of each h	

(Insert name and complete street address of building or, if multiple buildings, write "See attached Facility List" and attach Facility List including complete street address of each building that is part of this Agreement).

ane Hot Springs, VH 464 Charger L gh School Bath lount Millborg, VA 24460 411 School Millboro Elementary Springs VA 24445 R Elementary Schoo Fanther

Terms and Conditions

1. <u>Use of Facility</u>: Upon request and if feasible, the Owner will permit the Red Cross to use the Facility on a temporary basis as an emergency public shelter.

2. <u>Shelter Management</u>: The Red Cross will have primary responsibility for the operation of the shelter and will designate a Red Cross official, the Shelter Manager, to manage the sheltering activities. The Owner will designate a Facility Coordinator to coordinate with the Shelter Manager regarding the use of the Facility by the Red Cross.

3. <u>Condition of Facility</u>: The Facility Coordinator and Shelter Manager (or designee) will jointly conduct a pre-occupancy survey of the Facility before it is turned over to the Red Cross. They will use the first page of the <u>Facility/Shelter Opening/Closing Form</u>, available on CrossNet, to record any existing damage or conditions. The Facility Coordinator will identify and secure all equipment that the Red Cross should not use while sheltering in the Facility. The Red Cross will exercise reasonable care while using the Facility as a shelter and will make no modifications to the Facility without the express written approval of the Owner.

4. <u>Food Services</u>: Upon request by the Red Cross, and if such resources exist and are available, the Owner will make the food service resources of the Facility, including food, supplies, equipment and food service workers, available to feed the shelter occupants. The Facility Coordinator will designate a Food Service Manager to coordinate the provision of meals at the direction of and in cooperation with the Shelter Manager. The Food Service Manager will establish a feeding schedule, determine food service inventory and needs, and supervise meal planning and preparation. The Food Service Manager and Shelter Manager will jointly conduct a pre-occupancy inventory of the food and food service supplies in the Facility before it is turned over to the Red Cross.

5. <u>Custodial Services</u>: Upon request by the Red Cross and if such resources exist and are available, the Owner will make its custodial resources, including supplies and custodial workers, available to provide cleaning and sanitation services at the shelter. The Facility Coordinator will designate a Facility Custodian to coordinate the provision of cleaning and sanitation services at the direction of and in cooperation with the Shelter Manager.

6. <u>Security</u>: In coordination with the Facility Coordinator; the Shelter Manager, as he or she deems necessary and appropriate, will coordinate with law enforcement regarding any public safety issues at the Shelter.

7. <u>Signage and Publicity</u>: The Red Cross may post signs identifying the shelter as a Red Cross shelter in locations approved by the Facility Coordinator and will remove such signs when the shelter is closed. The Owner will not issue press releases or other publicity concerning the shelter without the express written consent of the Shelter Manager. The Owner will refer all media guestions about the shelter to the Shelter Manager.

8. <u>Closing the Shelter</u>: The Red Cross will notify the Owner or Facility Coordinator of the closing date for the shelter. Before the Red Cross vacates the Facility, the Shelter Manager and Facility Coordinator will jointly conduct a post-occupancy survey, using the second page of the Shelter/Facility Opening/Closing Form to record any damage or conditions. The Shelter Manager and Facility Coordinator or Food Service Manager will conduct a post-occupancy inventory of the food and supplies used during the shelter operation.

9. <u>Reimbursement</u>: The Red Cross will reimburse the Owner for the following:

a. Damage to the Facility or other property of Owner, reasonable wear and tear excepted, resulting from the operations of the Red Cross. Reimbursement for facility damage will be based on replacement at actual cash value. The Red Cross will select from among

bids from at least three reputable contractors. The Red Cross is not responsible for storm damage or other damage caused by the disaster.

- b. Reasonable costs associated with custodial and food service personnel which would not have been incurred but for the Red Cross's use of the Facility for sheltering. The Red Cross will reimburse at per-hour, straight-time rate for wages actually incurred but will not reimburse for (i) overtime or (ii) costs of salaried staff.
- c. Reasonable, actual, out-of-pocket operational costs, including the costs of the utilities indicated below, to the extent that such costs would not have been incurred but for the Red Cross's use of the Premises (both parties must initial all utilities to be reimbursed by the Red Cross):

	Owner initials	Red Cross initials
Water	Str	
Gas	St	
Electricity	Str	
Waste Disposal	Stop	

The Owner will submit any request for reimbursement to the Red Cross within 60 days after the shelter closes. Any request for reimbursement for food, supplies or operational costs must be accompanied by supporting invoices. Any request for reimbursement for personnel costs must be accompanied by a list of the personnel with the dates and hours worked at the shelter.

10. <u>Insurance</u>: The Red Cross shall carry insurance coverage in the amounts of at least \$1,000,000 per occurrence for Commercial General Liability and Automobile Liability. The Red Cross shall also carry Workers' Compensation coverage with statutory limits for the jurisdiction within which the facility is located and \$1,000,000 in Employers' Liability.

11. <u>Indemnification</u>: The Red Cross shall defend, hold harmless, and indemnify Owner against any legal liability, including reasonable attorney fees, in respect to bodily injury, death and property damage arising from the negligence of the Red Cross during the use of the Premises.

12. <u>Term</u>: The term of this agreement begins on the date of the last signature below and ends 30 days after written notice by either party.

Owner (legal name) Bath (ounty Public Schools	THE AMERICAN NATIONAL RED CROSS (legal name)
By (signature) Europuses	By (signature)
Name (printed) Sue せいらわ	Name (printed)
Title Superintandant Date 7/1/2019	Title .
Date 7/1/201%	Date

Rev. 12-07



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COMMONWEALTH of VIRGINIA

DEPARTMENT OF EDUCATION

P.O. BOX 2120 RICHMOND, VA 23218-2120

June 18, 2013

Mrs. Sue Hirsh Division Superintendent Bath County Public Schools 12145 Sam Snead Highway P.O. Box 67 Warm Springs, Virginia 24484

Dear Mrs. Hirsh:

The Virginia Department of Education (VDOE) conducted on-site monitoring of special education in Bath County Public Schools on May 7-8, 2012, and issued a report with findings of noncompliance with regulations governing special education. In response, we received your corrective action plan, and we have continued to follow up with your director of special education and pupil personnel to ensure timely corrections not to exceed one year of identification. The results of our follow-up activities reveal that all identified findings of noncompliance issued in our July 5, 2012, report have been corrected; therefore, we bring closure to this monitoring activity.

We appreciate the cooperation and assistance provided by your staff throughout the monitoring process and look forward to our continued collaboration to support your work to improve results for children with disabilities and their families. If we can provide further assistance, you may contact me at joann.bush@doe.virginia.gov at (804) 225-2716 or Dr. Sandra E. Ruffin, director of federal program monitoring at sandra.ruffin@doe.virginia.gov or (804) 225-2768.

Sincerely,

ann Bush

JóAnn Bush, Monitoring Specialist Office of Federal Program Monitoring

JAB/dct

Copy: Mrs. Jane Hall, Director, Pupil Personnel and Special Education Bath County Schools Dr. Sandra E. Ruffin, Virginia Department of Education

Bath County Public Schools

P.O. Box 67 Warm Springs, Virginia 24484

> Phone: 540-839-2722 Fax: 540-839-3040 Website: www.bath.k12.va.us

June 24, 2013

Mr. E. J. Harlow Whiting Jamison Oil Company P. O. Box 28 Covington, VA 24426

Dear Mr. Harlow:

The Bath County School Board accepts your bid of \$3.0870 w/o Ethanol and \$2.9158 with Ethanol (dependent on delivery method) for regular unleaded gasoline and your bid of \$3.0216 for diesel fuel. The Bath County School Board also accepts your bid of \$3.0136/2.9386 for heating oil (dependent on delivery method) for the time period July 1, 2013 – June 30, 2017.

We look forward to a continued relationship with you in the future.

Sincerely,

Suchisle

Sue Hirsh Division Superintendent

SH: spf

cc: Members, Bath County School Board

Bath County Public Schools

P.O. Box 67 Warm Springs, Virginia 24484

> Phone: 540-839-2722 Fax: 540-839-3040 Website: www.bath.k12.va.us

June 24, 2013

Tracy G. Little, President James River Solutions P. O. Box 7200 Richmond, VA 23221-0200

Dear Ms. Little:

The Bath County School Board thanks you for your recent bid for fuel oil, gasoline and diesel. However, the Board chose not to accept the bid.

Again, thank you for your interest.

Sincerely,

Sustish

Sue Hirsh Division Superintendent

SH: spf

cc: Members, Bath County School Board

VSBA 2013 Schedule of Meetings and Conferences

August 14

Webinar

School Safety Policies and Practice – 12:30 PM to 1:30 PM

September 30

Legislative Advocacy Conference Information to be released soon

October 2

Webinar

November 20-22

VSBA Annual Convention Williamsburg Hotel & Conference Center

School Safety Policies and Practice



Webinar Registration Join us for a Webinar on August 14

Policy Review

Members of VSBA Policy Services have been provided with a new policy on threat assessment teams as well as several updated policies which can assist schools in keeping their students safe. VSBA Director of Legal and Policy Services Elizabeth Ewing will discuss those policies and answer any questions you may have about them.

Salem's School Safety Review Committee

The horror of Newtown generated a lot of understandable emotions in everyone. Student, parents, teachers, school leaders, board members, and every citizen with a heart was horrified, profoundly saddened, and naturally inclined to begin thinking about what could/should be done to safeguard children in our local schools.

While helpful for spurring action, emotions are not necessarily a good place to begin when policy-making. Learn how Salem City Schools used: 1) a purposefully extended period of time; 2) an external and objective research-based perspective; and 3) a participatory process to provide comfort and reassurance to stakeholders and as a basis for decision-making.

By facilitating a collaborative process with local law enforcement and involving students, staff, parents, and community representatives, a series of well-reasoned responses and recommendations were agreed upon all while purposefully avoiding knee-jerk reactions that could be more disruptive and expensive than actually warranted.

The deadline to register for this webinar is August 13, 2013. REGISTRATION FOR THE WEBINAR IS FINAL.

Registration fees are \$125 per connection (unlimited number of participants per connection).

No refunds will be made except in the case of personal illness. Prior to August 13, the registration fee minus a \$50 processing fee may be made. All requests for refunds must be made to the VSBA President in writing signed by the Board Chair certifying a personal illness.

Payment by check or purchase order can be mailed to: VSBA 200 Hansen Road Suite 2 Charlottesville, VA 22911





COMMONWEALTH of VIRGINIA

DEPARTMENT OF EDUCATION

P.O. BOX 2120 RICHMOND, VA. 23218-2120

July 22, 2013



Mrs. Sue F. Hirsh Division Superintendent Bath County Public Schools P.O. Box 67 Warm Springs, Virginia 24484

Dear Mrs. Hirsh:

The Virginia Department of Education (VDOE) would like to thank you for your timely submission of data that was used in Virginia's Federal Fiscal Year (FFY) 2011 Annual Performance Report (APR) and revised State Performance Plan (SPP) under Part B of the Individuals with Disabilities Education Improvement Act (IDEA 2004).

VDOE is required, pursuant to IDEA 2004, at 34 C.F.R. § 300.600(a)(2), to make determinations for each school division based on their submitted APR data. The determination categories are as follows: Meets Requirements; Needs Assistance; Needs Intervention; or Needs Substantial Intervention. Based on your division's 2011-2012 submitted data, VDOE has designated Bath County Public Schools as Meets Requirements.

The determination is based on whether the division: (1) demonstrated substantial compliance with indicators 9, 10, 11, 12, and 13; (2) corrected previously identified noncompliance within one year; (3) submitted timely data; and (4) had no longstanding or unresolved Part B audit issues. A copy of the rubric used to make the determination is enclosed for your review. If you have questions about the determination or to request targeted technical assistance and professional development, please contact Jeff Phenicie by e-mail at jeff.phenicie@doe.virginia.gov or by phone at 804-786-0308.

Mrs. Sue F. Hirsh July 22, 2013 Page Two

The VDOE is committed to supporting efforts to improve results for children with disabilities and looks forward to working with your division in continuing to meet our State Performance Plan/Annual Performance Report requirements.

Sincerely, h rsan berg

John M. Eisenberg (Assistant Superintendent Division of Special Education and Student Services

JME/JAP/cp Enclosure

Local Determinations Section 616 of the Individuals with Disabilities Education Act For the 2011-2012 School Year

Overview

The Virginia Department of Education (VDOE) is required pursuant to the 2006 federal implementing regulations for the Individuals with Disabilities Education Improvement Act (IDEA 2004), at 34 C.F.R. § 300.600(a)(2), to make determinations for each local school division based on your submitted APR data. States may consider LEA performance on results indicators; however, at this time, states are required to use the following data when making determinations based on 2011-2012 school year data submitted by divisions:

- Indicator 9: Disproportionate Representation in Special Education
- Indicator 10: Disproportionate Representation in Specific Disability Categories
- Indicator 11: Initial Evaluation Timeline
- Indicator 12: Early Childhood Transition
- Indicator 13: Secondary Transition
- General Supervision Correction of noncompliance within one year
- Timely data submissions
- Audit findings with regard to the use of Part B funds

These determinations are a way of designating the status of each Local Education Agency (LEA) into one of the following four categories, as outlined in Section 616 (d) of IDEA 2004:

- Meets Requirements
- Needs Assistance
- Needs Intervention
- Needs Substantial Intervention

Criteria for LEA Determinations

Indicator 9: Disproportionate representation of racial and ethnic groups in special education and related services that is the result of inappropriate identification

the result of map	the result of mappropriate identification.		
Data Source	Data submitted for the FFY2011 SPP/APR		
Determination	Points	Criteria	
Meets Requirements	0	LEA does not have disproportionate representation due to inappropriate identification in any racial/ethnic group receiving special education or related services.	
Does Not Meet Requirements	3	LEA does have disproportionate representation due to inappropriate identification for a particular racial/ethnic group receiving special education or related services.	

Indicator 10:

Disproportionate representation of racial and ethnic groups in specific disability categories that is a result of inappropriate identification.

Data Source	Data submitted for the FFY2011 SPP/APR	
Determination	Points	Criteria
Meets	0	LEA does not have disproportionate representation due to inappropriate
Requirements	U	identification in any racial/ethnic group in specific disability categories.
Does Not Meet	2	LEA does have disproportionate representation due to inappropriate identification
Requirements	3	for a particular racial/ethnic group in a particular disability category.

Indicator 11:	Indicator 11:			
		vere evaluated within 60 days of receiving parental consent for		
initial evaluation	or, if the	State establishes a time frame within which the evaluation must be conducted,		
within that time	frame *.			
Data Source	Data sul	omitted for the FFY2011 SPP/APR		
Determination	Points	Criteria		
Meets	0	95% or higher		
Requirements	0			
Does Not Meet	1	90 - 94%		
20001100111000	2	81 - 89%		
Requirements	3	<u>≤80%</u>		
Note: * Virginia regulations require children be evaluated and have eligibility determined within 65				
business days of receiving parental consent.				

Indicator 12:

Percent of children referred by Part C prior to age 3, who are found eligible for Part B, and who have an IEP developed and implemented by their third birthdays.

Data Source	Data sul	Data submitted for the FFY2011 SPP/APR	
Determination	Points	Criteria	
Meets Requirements	0	95% or higher	
Deer Net Meet	1	90 - 94%	
Does Not Meet Requirements	2	81 - 89%	
	3	≤80%	

Indicator 13:

Percent of youth aged 16 and above with an IEP that includes coordinated, measurable, annual IEP goals and transition services that will reasonably enable the student to meet the postsecondary goals.

Data Source	Data sul	Data submitted for the FFY2011 SPP/APR	
Determination	Points	Criteria	
Meets Requirements	0	95% or higher	
Deen Not Most	1	90 - 94%	
Does Not Meet Requirements	2	81 - 89%	
Requirements	3	≤80%	

General Superv	General Supervision – Uncorrected Noncompliance		
Data Source	VDOE (ODRAS/FPM (i.e., state complaints, due process hearings, and on site monitoring)	
Determination	Points	Criteria	
Meets Requirements	0	LEA had no uncorrected noncompliance from the previous year	
Does Not Meet	1	LEA has 1 instance of uncorrected noncompliance from the previous year	
Requirements	2	LEA has 2 instances of uncorrected noncompliance from the previous year	
	3	LEA has 3+ instances of uncorrected noncompliance from the previous year	

Timely Data		
Data Source	Submiss	sion of compliance indicators
Determination	Points	Criteria
Meets Requirements	0	Data submitted are timely
Does Not Meet	1	1 report is not submitted timely
Requirements	2	2 reports are not submitted timely
	3	3+ reports are not submitted timely OR 2 or more years of untimely reports

Audit findings with regard to the use of Part B funds			
Data Source	VDOE	Office of Program Administration and Accountability/Special Education	
	Financi	al and Data Services	
Determination	Points	Criteria	
Meets Requirements	0	No audit findings; OR Audit findings that have been addressed through a corrective action plan that has been reviewed and accepted by the VDOE	
Does Not Meet	1	Audit findings that have not been addressed through a corrective action plan; OR Audit findings that have not been reviewed and accepted by the VDOE.	
Requirements	2	Unresolved audit findings cited in the previous year's audit.	
	3	Unresolved audit findings cited in the previous 2+ year's audits.	

Overall LEA Determination		
Determination	Points	
Meets Requirements	0	
Needs Assistance	1-5	
Needs Intervention	6-8	
Needs Substantial Intervention	9+	

Appeal

Divisions appealing the local determination must submit a written request within 30 calendar days of the determination notification letter. Written appeals must include a contact person's name, e-mail address, phone number, division superintendent's signature, and any supporting documentation in order for the Virginia Department of Education (VDOE) to reconsider a determination category. VDOE will acknowledge receipt of the appeal followed by a written response when the review is completed.

Appeals should be mailed to: Jeff Phenicie

Virginia Department of Education P.O. Box 2120 Richmond, VA 23218-2120

BATH COUNTY PUBLIC SCHOOLS 2013-2014 SCHEDULED MEETINGS

SCHOOL BOARD MEETINGS **ADMINISTRATIVE STAFF MEETINGS** SAB STAFF MEETINGS 1st Tuesday of the Month 9:30 AM 9:00 AM 5:30 PM-Executive (Day After Board Meeting) School Administration Building 7:00 PM-Regular August 6, 2013 - MES August 7, 2013 September 3, 2013 - VES Friday - September 13, 2013 September 4, 2013 Tuesday - September 24, 2013 October 1, 2013 - BCHS Friday - October 11, 2013 October 2, 2013 Tuesday - October 29, 2013 November 5, 2013 - MES November 6, 2013 Monday - November 11, 2013 December 3, 2013 - VES Friday - December 13, 2013 December 4, 2013 January 7, 2014 - BCHS Wednesday - January 8, 2014 January 8, 2014 Thursday - January 23, 2014 Tuesday - February 11, 2014 February 4, 2014 - MES February 5, 2014 Monday - February 24, 2014 March 4, 2014 - VES Tuesday - March 11, 2014 March 5, 2014 Monday - March 24, 2014 April 1, 2014 - BCHS Friday - April 11, 2014 April 2, 2014 Thursday - April 24, 2014 May 6, 2014 - MES Friday - May 9, 2014 May 7, 2014 Tuesday - May 20, 2014 June 3, 2014 - VES Tuesday - June 10, 2014 June 4, 2014 June 23, 2014 (Close Out) 10:00 AM - SAB Tuesday - June 24, 2014 June 24, 2014 8:30 AM

August 20..... FIRST PUPIL DAY September 2..... Labor Day Holiday September 20..... Early Release 12:30 PM (If Delayed Opening – Becomes Full Day) / Teacher In-service 1:00-3:30 PM September 23.... Progress Reports Sent Home October 24....... 1st Grading Period Ends / Early Release 12:30 PM (If Delayed Opening – Becomes Full Day) / Teacher Workday 1:00-3:30 PM October 31..... Report Cards Sent Home Pupil Holiday / Teacher Inservice 8:00 AM-12:00 PM / Parent-Teacher Conferences 1:00-4:00 PM & 4:30-7:00 PM November 7..... November 25-29 Fall Break -- Thanksgiving Holiday December 5..... Progress Reports Sent Home December 17-19 BCHS Exams - Full Day (pending any days missed)** (Exams + Study/Review) December 20..... BCHS Exams (pending any days missed)** / Early Release 12:30 PM (If Delayed Opening – Becomes Full Day) Teacher Workday 1:00-3:30 PM Dec. 23-Jan. 3.... Christmas & New Year's Holiday January 6..... School Resumes / Students Return January 17...... 2nd Grading Period Ends / End of Term I / Early Release 12:30 PM (If Delayed Opening – Becomes Full Day) Teacher Workday 1:00-3:30 PM January 20..... Pupil Holiday / Teacher Workday 8:15 AM-3:30 PM January 27..... Report Cards Sent Home February 20...... Pupil Holiday / Teacher Inservice 8:00 AM-12:00 PM / Parent-Teacher Conferences (Progress Reports) 1:00-4:00 & 4:30-7:00 PM March 28..... 3rd Grading Period Ends March 31..... Pupil Holiday / Teacher Workday/Inservice 8:15 AM-3:30 PM April 7..... Report Cards Sent Home April 17..... Early Release 12:30 PM (If Delayed Opening – Becomes Full Day) / Teacher Inservice 1:00-3:30 PM April 18-22..... Spring Break May 5..... Progress Reports Sent Home May 26..... Memorial Day Holiday May 27-29...... BCHS Senior Exams - Full Day (pending any days missed)** (Exams + Study/Review) June 3-5..... BCHS Exams - Full Day (pending any days missed)** (Exams + Study/Review) June 6..... BCHS Exams (pending any days missed)** / Early Release 12:30 PM (If Delayed Opening – Becomes Full Day) LAST PUPIL DAY / Teacher Workday 1:00-3:30 PM June 9, 10..... Teacher Workdays (8:15 AM-3:30 PM; 30 min. lunch) OR Make-Up Days #6-#7* June 11-13..... Make-Up Days #8, #9, #10* June 16..... Report Cards Mailed Home (no later than 5 days after last day of school) School Board Approved: 4/3/13

(Superintendent Approved: 8/1/2013)