



Lynchburg City School Board

Sharon Y. Carter
School Board District 2

James E. Coleman, Jr.
School Board District 3

Regina T. Dolan-Sewell
School Board District 1

Charleta F. Mason
School Board District 2

Susan D. Morrison
School Board District 1

Michael J. Nilles
School Board District 3

Derek L. Polley
School Board District 1

Jennifer R. Poore
School Board District 2

Katie K. Snyder
School Board District 3

School Administration

Scott S. Brabrand
Superintendent

John C. McClain
Assistant Superintendent of
Student Learning and Success

Ben W. Copeland
Assistant Superintendent of
Operations and Administration

Anthony E. Beckles, Sr.
Chief Financial Officer

Wendie L. Sullivan
Clerk

SCHOOL BOARD MEETING
August 2, 2016 5:00 p.m.
School Administration Building
Board Room

A. CLOSED MEETING

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

B. PUBLIC COMMENTS

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

C. FINANCE REPORT

- 1. Finance Report
Anthony E. Beckles, Sr. Page 4
Discussion

D. CONSENT AGENDA

- 1. School Board Meeting Minutes: July 12, 2016 (Annual Reorganization)
- 2. Personnel Report
Marie F. Gee. Page 10
Discussion/Action
- 3. Regional Alternative Education Program
John C. McClain. Page 14
Discussion/Action
- 4. Individual Student Alternative Education Plan
Grant: 2016-17
John C. McClain. Page 15
Discussion/Action

- 5. Shentel Internet Connection
Ben W. Copeland. Page 16
Discussion/Action
- 6. LCS-One Damage Report and ADP Recommendation
Ben W. Copeland. Page 31
Discussion/Action

E. SCHOOL BOARD COMMITTEE REPORTS

F. UNFINISHED BUSINESS

- 1. School Board Governance Norms and Protocols
Michael J. Nilles. Page 32
Discussion/Action

G. NEW BUSINESS

- 1. School Board Finance Committee
Michael J. Nilles. Page 37
Discussion/Action
- 2. Friends of the E. C. Glass Art Collection
Michael J. Nilles.Page 40
Discussion/Action
- 3. School Board Retreat: 2016-17
Scott S. Brabrand.Page 41
Discussion

H. SUPERINTENDENT’S COMMENTS

I. BOARD COMMENTS

J. INFORMATIONAL ITEMS

Next School Board Meeting: Tuesday, August 16, 2016, 5:30 p.m.
Board Room, School Administration Building

K. ADJOURNMENT

Agenda Report

Date: 08/02/16

Agenda Number: A-1

Attachments: No

From: Scott S. Brabrand, Superintendent

Subject: Notice of Closed Meeting

Summary/Description:

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

Potential Litigation

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

Recommendation:

The superintendent recommends that the school board approve a motion to enter into Closed Meeting in accordance with the Code of Virginia §2.2-3711 (A) (7) to receive a briefing from legal counsel about potential litigation.

Agenda Report

Date: 08/02/16

Agenda Number: A-2

Attachments: No

From: Scott S. Brabrand, Superintendent

Subject: Certification of Closed Meeting

Summary/Description:

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

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

Recommendation:

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

Agenda Report

Date: 08/02/16

Agenda Number: B-1

Attachments: No

From: Scott S. Brabrand, Superintendent

Subject: Public Comments

Summary/Description:

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

Disposition: Action
 Information
 Action at Meeting on:

Recommendation:

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

Agenda Report

Date: 08/02/16

Agenda Number: C-1

Attachments: Yes

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

Subject: Finance Report

Summary/Description:

The school administration will provide the school board with an update regarding the year end financial status of the school division.

Disposition: Action
 Information
 Action at Meeting on:

Recommendation:

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

Lynchburg City Schools
 Operating Fund - Statement of Revenue
 For the Month Ending
 June 30, 2016

ACCOUNT TITLE	FY 2014-15				FY 2015-16			
	REVENUE BUDGET	YTD TRANSACTIONS	BUDGET BALANCE	% RECEIVED	REVENUE BUDGET	YTD TRANSACTIONS	BUDGET BALANCE	% RECEIVED
240308 SALES TAX RECEIPTS	(9,950,157.00)	(9,958,345.20)	8,188.20	100.08%	(10,248,262.00)	(10,253,346.80)	5,084.80	100.05%
240202 BASIC SCHOOL AID	(21,651,824.00)	(22,184,149.37)	532,325.37	102.46%	(22,130,823.00)	(21,130,913.40)	(999,909.60)	95.48%
240207 GIFTED & TALENTED	(240,997.00)	(245,765.00)	4,768.00	101.98%	(246,845.00)	(218,590.60)	(28,254.40)	88.55%
240208 REMEDIAL EDUCATION	(1,292,157.00)	(1,317,718.00)	25,561.00	101.98%	(1,323,508.00)	(1,275,566.00)	(47,942.00)	96.38%
240208 REMEDIAL EDUCATION COMPENSATION SUPPLEMENT	(123,629.00)	(107,296.63)	(16,332.37)	86.79%	(105,619.00)	(130,650.00)	25,031.00	123.70%
240212 SPECIAL ED SOQ	0.00	0.00	0.00	0.00%	(399,315.00)	(384,793.00)	(14,522.00)	96.36%
240217 VOCATIONAL ED SOQ	(2,794,545.00)	(2,849,828.00)	55,283.00	101.98%	(2,862,348.00)	(2,758,665.00)	(103,683.00)	96.38%
240221 SOC SEC-INSTR	(225,615.00)	(230,078.00)	4,463.00	101.98%	(231,089.00)	(222,718.00)	(8,371.00)	96.38%
240223 VRS INSTRUCTIONAL	(1,404,964.00)	(1,432,757.00)	27,793.00	101.98%	(1,439,052.00)	(1,386,925.00)	(52,127.00)	96.38%
240241 GROUP LIFE INST	(2,861,204.00)	(2,917,805.00)	56,601.00	101.98%	(2,846,592.00)	(2,743,479.00)	(103,113.00)	96.38%
240228 READING INTERVENTN	(87,169.00)	(88,894.00)	1,725.00	101.98%	(89,284.00)	(86,050.00)	(3,234.00)	96.38%
240205 CAT-REG FOSTER	(168,326.00)	(186,361.00)	18,035.00	110.71%	(188,365.00)	(180,349.00)	(8,016.00)	95.74%
240246 CAT-HOMEBOUND	(71,041.00)	(134,715.00)	63,674.00	189.63%	(132,031.00)	(81,045.00)	(50,986.00)	61.38%
240248 REGIONAL TUITION	(208,242.00)	(100,051.45)	(108,190.55)	48.05%	(102,053.00)	(104,828.10)	2,775.10	102.72%
240265 AT RISK SOQ	(766,658.00)	(747,424.58)	(19,233.42)	97.49%	(739,236.00)	(851,346.99)	112,110.99	115.17%
240309 ESL	(1,439,822.00)	(1,468,098.00)	28,276.00	101.96%	(1,474,228.00)	(1,420,874.00)	(53,354.00)	96.38%
240281 AT RISK 4 YR OLDS	(117,708.00)	(129,125.00)	11,417.00	109.70%	(148,706.00)	(138,897.00)	(9,809.00)	93.40%
240218 CTE - ADULT ED	(1,059,219.00)	(1,057,968.00)	(1,251.00)	99.88%	(1,221,024.00)	(1,092,096.00)	(128,928.00)	89.44%
240252 CTE EQUIPMENT	(19,175.00)	0.00	(19,175.00)	0.00%	0.00	0.00	0.00	0.00%
240253 CTE OCC PREP	0.00	(13,266.87)	13,266.87	100.00%	0.00	(12,988.08)	12,988.08	100.00%
MATH/READING INSTR SPECIALISTS	(42,990.00)	(39,387.00)	(3,603.00)	91.62%	(48,230.00)	(44,907.00)	(3,323.00)	93.11%
EARLY READING SPECIALISTS INITIATIVE	(40,267.00)	(40,267.00)	0.00	100.00%	(40,624.00)	(40,624.00)	0.00	100.00%
240275 PRIMARY CLASS SIZE	0.00	0.00	0.00	0.00%	(38,807.00)	(38,807.00)	0.00	100.00%
240214 TEXTBOOKS	(1,707,979.00)	(1,693,633.00)	(14,346.00)	99.16%	(1,705,555.00)	(1,634,375.00)	(71,180.00)	95.83%
240405 ALGEBRA READINESS	(493,378.00)	(503,138.00)	9,760.00	101.98%	(505,349.00)	(487,044.00)	(18,305.00)	96.38%
COMMONWEALTH OF VA	(139,687.00)	(137,583.00)	(2,104.00)	98.49%	(137,583.00)	(135,579.00)	(2,004.00)	98.54%
	(46,906,753.00)	(47,583,654.10)	676,901.10	101.44%	(48,404,528.00)	(46,855,456.97)	(1,549,071.03)	96.80%
330212 IMPACT AIDPL81-874	(6,000.00)	(9,173.38)	3,173.38	152.89%	(6,000.00)	(8,942.41)	2,942.41	149.04%
180303 MEDICAID REIMBURSE	(300,000.00)	(408,055.25)	108,055.25	136.02%	(300,000.00)	(251,741.09)	(48,258.91)	83.91%
JR ROTC	(120,000.00)	(103,231.92)	(16,768.08)	86.03%	(120,000.00)	(103,965.90)	(16,034.10)	86.64%
FEDERAL	(426,000.00)	(520,460.55)	94,460.55	122.17%	(426,000.00)	(364,649.40)	(61,350.60)	85.60%

Lynchburg City Schools
 Operating Fund - Statement of Revenue
 For the Month Ending
 June 30, 2016

	FY 2014-2015 REVENUE BUDGET	YTD TRANSACTIONS	BUDGET BALANCE	% RECEIVED	FY 2015-16 REVENUE BUDGET	YTD TRANSACTIONS	BUDGET BALANCE	% RECEIVED
510500 CITY OPER APPR	(38,924,147.00)	(36,369,627.00)	(2,554,520.00)	93.44%	(40,114,276.00)	(40,114,276.00)	0.00	100.00%
510500 FUND BALANCE RETURN	(907,000.00)	(907,000.00)	0.00	100.00%	(2,316,449.00)	(2,316,449.00)	0.00	100.00%
HEALTH INSURANCE RESERVE	0.00	0.00	0.00	0.00%	(600,000.00)	(600,000.00)	0.00	100.00%
510500 USE OF CIP FUNDS	(75,000.00)	(75,000.00)	0.00	0.00%	(950,000.00)	(950,000.00)	0.00	100.00%
CITY	(39,906,147.00)	(37,351,627.00)	(2,554,520.00)	93.60%	(43,980,725.00)	(43,980,725.00)	0.00	100.00%
189912 MISC REV/OTH FUNDS	(238.75)	(84,056.20)	83,817.45	100.00%	(100,000.00)	(70,516.45)	(29,483.55)	70.52%
180303 REBATES & REFUNDS	(30,000.00)	(17,828.31)	(12,171.69)	59.43%	(30,000.00)	(21,888.75)	(8,111.25)	72.96%
189903 DONATIONS & SP GF	(7,075.00)	(7,075.00)	0.00	100.00%	(675.00)	(675.00)	0.00	100.00%
189909 SALE OTHER EQUIP	(3,500.00)	(30,295.02)	26,795.02	865.57%	(3,000.00)	(15,340.39)	12,340.39	511.35%
189910 INSURANCE ADJUST	(127,289.54)	(283,673.59)	156,384.05	222.86%	(134,105.84)	(134,413.99)	308.15	100.23%
E RATE REIMBURSEMENT	(120,000.00)	(149,288.83)	29,288.83	124.41%	(1,000,146.53)	(937,913.96)	(62,232.57)	93.78%
TRANSFER IN/OUT	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
MISCELLANEOUS	(288,103.29)	(572,216.95)	284,113.66	198.62%	(1,267,927.37)	(1,180,748.54)	(87,178.83)	93.12%
150201 RENTS	(118,000.00)	(123,000.00)	5,000.00	104.24%	(123,000.00)	(123,000.00)	0.00	100.00%
161201 TUITION DAY SCHOOL	(110,000.00)	(100,557.17)	(9,442.83)	91.42%	(110,000.00)	(80,993.89)	(29,006.11)	73.63%
161206 TUITION ADULT	(18,000.00)	(41,332.40)	23,332.40	229.62%	(11,000.00)	(20,076.25)	9,076.25	182.51%
161207 TUITION SUMMER SCH	(25,000.00)	(150.00)	(24,850.00)	0.60%	(25,000.00)	(29,556.00)	4,556.00	118.22%
161202 SPEC PUPIL FEES	(40,000.00)	(31,816.32)	(8,183.68)	79.54%	(40,000.00)	(31,026.03)	(8,973.97)	77.57%
161205 BUS RENTAL	(400,000.00)	(322,611.46)	(77,388.54)	80.65%	(325,000.00)	(420,044.96)	95,044.96	129.24%
190101 TUIT FM OTH CO/CY	(634,620.00)	(375,315.21)	(259,304.79)	59.14%	(634,620.00)	(556,434.09)	(78,185.91)	87.68%
161201 DUAL ENROLLMENT	(85,000.00)	(128,214.00)	43,214.00	150.84%	(125,000.00)	(155,859.38)	30,859.38	124.69%
PRINT SHOP	(100,000.00)	(65,283.29)	(34,716.71)	65.28%	(75,000.00)	(93,433.12)	18,433.12	124.58%
SCHOOL NUT UTILITIES	(98,500.00)	(89,229.52)	(9,270.48)	90.59%	(95,000.00)	(86,218.85)	(8,781.15)	90.76%
FACILITY RENTALS	(75,000.00)	(46,487.50)	(28,512.50)	61.98%	(60,000.00)	(73,490.75)	13,490.75	122.48%
CHARGES FOR SERVICES	(1,704,120.00)	(1,323,996.87)	(380,123.13)	77.69%	(1,623,620.00)	(1,670,133.32)	46,513.32	102.86%
150101 INTEREST-BNK DPST	(100.00)	0.00	(100.00)	100.00%	(100.00)	0.00	(100.00)	100.00%
USE OF MONEY								
LEASE PURCHASE PROCEEDS	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
DESIGNATION - ENCUMBRANCES	(500,478.90)	0.00	(500,478.90)	0.00%	(90,304.40)	0.00	(90,304.40)	0.00%
TOTAL OPERATING FUND	(89,731,702.19)	(87,351,955.47)	(1,879,267.82)	97.35%	(95,793,204.77)	(94,051,713.23)	(1,651,187.14)	98.18%

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

Original budget	\$ 90,820,024.00
Prior Year Encumbrance	\$ 90,304.40
Restricted Donation Received	\$ 675.00
School Bus Proceeds from CIP	\$ 950,000.00
Fund Balance Return	\$ 2,316,449.00
Erate	\$ 884,646.53
Health Insurance Reserve	\$ 600,000.00
Insurance Proceeds	\$ 131,105.84
Adjusted Budget	<u>\$ 95,793,204.77</u>

Lynchburg City Schools
 Operating Fund - Statement of Expenditures
 For the Month Ending
 June 30, 2016

	Fiscal Year 2015-16				BUDGET AVAILABLE	BUDGET % USED
	BUDGET	TRANSACTIONS	BUDGET % USED	ENCUMBRANCE!		
INSTRUCTION						
FUNCTION 1100 CLASSROOM INSTRUCTION						
Personnel	48,706,621.59	48,032,200.68	98.62%	0.00	674,420.91	
Other	4,202,782.53	3,864,864.49	91.96%	0.00	337,918.04	
FUNCTION 1200 INST SUPPORT-STUDENT						
Personnel	3,251,273.74	3,121,378.64	96.00%	0.00	129,895.10	
Other	169,664.66	90,935.06	53.60%	0.00	78,729.60	
FUNCTION 1300 INST SUPPORT-STAFF						
Personnel	3,757,920.98	3,818,019.97	101.60%	0.00	(60,098.99)	
Other	1,786,208.79	1,611,156.10	90.20%	0.00	175,052.69	
FUNCTION 1400 INST SUPPORT-SCHOOL ADMN						
Personnel	5,333,447.43	5,219,169.53	97.86%	0.00	114,277.90	
Other	152,885.35	118,022.45	77.20%	0.00	34,862.90	
TOTAL INSTRUCTION	67,360,805.07	65,875,746.92	97.80%	0.00	1,485,058.15	97.80%
ADMINISTRATION						
FUNCTION 2100 ADMINISTRATION						
Personnel	3,076,242.85	2,324,856.12	75.57%	0.00	751,386.73	
Other	1,657,560.97	1,239,391.38	74.77%	0.00	418,169.59	
FUNCTION 2200 ATTENDANCE & HEALTH SERV						
Personnel	1,507,957.85	1,478,582.13	98.05%	0.00	29,375.72	
Other	124,920.34	59,556.83	47.68%	0.00	65,363.51	
TOTAL ADMINISTRATION	6,366,682.01	5,102,386.46	80.14%	0.00	1,264,295.55	80.14%
PUPIL TRANSPORTATION						
FUNCTION 3100 MANAGEMENT & DIRECTION						
Personnel	339,286.50	330,179.53	97.32%	0.00	9,106.97	
Other	45,351.00	45,746.94	100.87%	0.00	(395.94)	
FUNCTION 3200 VEHICLE OPERATION SERVICE						
Personnel	2,479,454.66	2,567,705.21	103.56%	0.00	(88,250.55)	
Other	613,571.00	563,829.41	91.89%	0.00	49,741.59	
FUNCTION 3300 MONITORING SERVICE						
Personnel	420,630.43	430,422.53	102.33%	0.00	(9,792.10)	
Other	0.00	0.00	0.00%	0.00	0.00	
FUNCTION 3400 VEHICLE MAINT SERVICE						
Personnel	351,419.67	375,736.57	106.92%	0.00	(24,316.90)	
Other	422,877.62	404,540.56	95.66%	0.00	18,337.06	
FUNCTION 3500 BUS PURCHASE - REGULAR						
Other	1,037,729.00	1,037,548.00	0.00%	0.00	181.00	
TOTAL PUPIL TRANSPORTATION	5,710,319.88	5,755,708.75	100.79%	0.00	(45,388.87)	100.79%
OPERATIONS & MAINTENANCE						
FUNCTION 4100 MANAGEMENT & DIRECTION						
Personnel	274,470.20	280,064.93	102.04%	0.00	(5,594.73)	
Other	84,000.00	105,507.11	125.60%	0.00	(21,507.11)	

Lynchburg City Schools
 Operating Fund - Statement of Expenditures
 For the Month Ending
 June 30, 2016

FUNCTION 4200 BUILDING SERVICES							
	Personnel	4,326,902.39	4,331,941.78	100.12%	0.00	(5,039.39)	
	Other	5,884,243.54	4,931,222.56	83.80%	0.00	953,020.98	
FUNCTION 4300 GROUNDS SERVICES							
	Personnel	242,869.76	244,945.81	100.85%	0.00	(2,076.05)	
	Other	35,000.00	28,385.74	81.10%	0.00	6,614.26	
FUNCTION 4400 EQUIPMENT SERVICES							
	Personnel	0.00	0.00	0.00%	0.00	0.00	
	Other	105,859.00	96,216.43	90.89%	0.00	9,642.57	
FUNCTION 4500 VEHICLE SERVICES							
	Personnel	0.00	0.00	0.00%	0.00	0.00	
	Other	107,500.00	82,176.46	76.44%	0.00	25,323.54	
FUNCTION 4600 SECURITY SERVICES							
	Personnel	30,257.65	17,162.76	56.72%	0.00	13,094.89	
	Other	325,000.00	249,653.42	76.82%	0.00	75,346.58	
FUNCTION 4700 WAREHOUSING SERVICES							
	Personnel	8,651.93	9,288.03	107.35%	0.00	-636.10	
TOTAL OPERATIONS & MAINTENANCE		11,424,754.47	10,376,565.03	90.83%	0.00	1,048,189.44	90.83%
Other Non-Instructional Operations							
FUNCTION 5000 Non-Instructional Operations - Other		28,614.73	21,004.66	73.41%	0.00	7,610.07	
TOTAL Non-Instructional Operations		28,614.73	21,004.66	73.41%	0.00	7,610.07	73.41%
FACILITIES							
FUNCTION 6200 SITE IMPROVEMENTS		0.00	0.00	0.00%	0.00	0.00	
FUNCTION 6600 BLDG ADD & IMP SERVICES							
	Personnel	22,178.34	14,516.19	65.45%	0.00	7,662.15	
	Other	20,000.00	0.00	0.00%	0.00	20,000.00	
TOTAL FACILITIES		42,178.34	14,516.19	34.42%	0.00	27,662.15	34.42%
DEBT SERVICE							
FUNCTION 7100 DEBT SERVICE - Other		0.00	0.00	0.00%	0.00	0.00	
TOTAL DEBT SERVICE		0.00	0.00	0.00%	0.00	0.00	0.00%
TECHNOLOGY							
FUNCTION 8100 CLASSROOM INSTRUCTION							
	Personnel	1,691,540.20	1,699,999.77	100.50%	0.00	(8,459.57)	
	Other	1,947,152.02	1,839,445.72	94.47%	0.00	107,706.30	
FUNCTION 8200 INSTRUCTIONAL SUPPORT							
	Personnel	424,584.79	423,526.69	99.75%	0.00	1,058.10	
	Other	796,573.26	623,343.15	78.25%	0.00	173,230.11	
TOTAL TECHNOLOGY		4,859,850.27	4,586,315.33	94.37%	0.00	273,534.94	94.37%
CONTINGENCY RESERVES							
FUNCTION 9100 CLASSROOM INSTRUCTION		0.00	0.00	0.00%	0.00	0.00	
FUNCTION 9300 ADMINISTRATION		0.00	0.00	0.00%	0.00	0.00	
FUNCTION 9500 PUPIL TRANSPORTATION		0.00	0.00	0.00%	0.00	0.00	
FUNCTION 9600 OPERATIONS & MAINTENANCE		0.00	0.00	0.00%	0.00	0.00	
TOTAL CONTINGENCY RESERVES		0.00	0.00	0.00%	0.00	0.00	0.00%
TOTAL OPERATING BUDGET		95,793,204.77	91,732,243.34	95.76%	0.00	4,060,961.43	95.76%

Lynchburg City Schools
Unaudited Schedule of Revenue, Expenditures, and Change in Fund Balance
Actual and Budget
For the Year Ended June 30, 2016

	Actual	Budget	Variance	
			Positive (Negative)	%
ADM	8,009.00	8,310.15	-301.15	-3.62%
REVENUES				
State	\$ 36,602,110	\$ 38,156,266	(\$1,554,156)	-4.07%
State Sales Tax	10,253,347	10,248,262	5,085	0.05%
Total State	46,855,457	48,404,528	(1,549,071)	-3.20%
Federal	364,649	426,000	(61,351)	-14.40%
Miscellaneous Revenue	1,180,749	1,267,927	(87,179)	-6.88%
Charges for Services	1,670,133	1,623,620	46,513	2.86%
Use of Money	0	100	(100)	-100.00%
Designation - Encumbrances	0	90,304	(90,304)	-100.00%
Total	\$50,070,988	\$51,812,480	(\$1,741,492)	-3.36%
City Funds	43,980,725	43,380,725	600,000	1.38%
Total Operating Revenue	\$94,051,713	\$95,193,205	(\$1,141,492)	-1.20%
EXPENDITURES				
Instruction	65,875,747	67,360,805	(1,485,058)	-2.20%
Administration	5,102,386	5,766,682	(664,296)	-11.52%
Pupil Transportation	5,755,709	5,710,320	45,389	0.79%
Operations & Maintenance	10,376,565	11,424,754	(1,048,189)	-9.17%
Facilities	14,516	42,178	(27,662)	-65.58%
Non-Instructional Operations	21,005	28,615	(7,610)	-26.59%
Technology	4,586,315	4,859,850	(273,535)	-5.63%
Total Operating Expenditures	91,732,243	95,193,205	(3,460,961)	-3.64%
Net change in fund balance	\$2,319,470	\$0	\$2,319,470	

Agenda Report

Date: 08/02/16

Agenda Number: D-2

Attachments: Yes

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

Subject: Personnel Report

Summary/Description:

The personnel recommendations for July 12 – August 2, 2016 appear as an attachment to this agenda report.

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

Recommendation:

The superintendent recommends that the school board approve the personnel recommendations for July 12 – August 2, 2016.

NAME	COLLEGE	DEGREE/ EXPERIENCE	SCHOOL/ ASSIGNMENT	EFFECTIVE DATE
NOMINATIONS, INSTRUCTIONAL PERSONNEL, 2016-2017:				
Arnold Kathryn-Michelle	Texas Woman's University	MA / 5 yrs (Lv. 5 3)	Sandusky Middle School Math Teacher	8-04-16
Austin Jordan	Virginia State University	BA / 3 yrs (Lv. 3 1)	E.C. Glass High School Business Education	8-04-16
Babcock Michael	Minnesota University of	DOC. / 24 yrs (Lv. 24 4)	Heritage High School English Teacher PT	8-04-16
Brand Kenneth	Lynchburg College	BA / 1 yr (Lv. 1 4)	Sandusky Middle School Band Director	8-04-16
Brimm Janel	Longwood College	BA / 0 yrs (Lv. 0 1)	Sandusky Middle School English Teacher	8-04-16
Cummins Margaret	Randolph Macon Woman's College	BA / 2 yrs (Lv. 2 3)	Bass Elementary School Fourth Grade	7-25-16
Davis Korrey	Liberty University	BA / 1 yr (Lv. 1 2)	Sandusky Middle School Special Education	8-04-16
Davis Mary Jill	Longwood University	BA / 15 yrs (Lv. 15 3)	Paul Munro Elementary Fourth Grade	8-04-16
Decker Brianna	Liberty University	BA / 0 yrs (Lv. 0 3)	Sheffield Elementary School Second Grade	8-04-16
Dupere Holly	Liberty University	BA / 0 yrs (Lv. 0 3)	Sandusky Elementary School First Grade	8-04-16
Eubank Rebecca	Virginia University of	MA / 8 yrs (Lv. 8 3)	E.C. Glass High School Biology Teacher	8-04-16
Fondelier Michele	Grand Canyon University	MA / 2 yrs (Lv. 2 3)	Linkhorne Middle School Math Teacher	8-04-16
Edwards-Brookins Siana	Lynchburg College	MA / 13 yrs (Lv. 13 1)	E.C. Glass High School Special Education	8-04-16

NOMINATIONS, INSTRUCTIONAL PERSONNEL, 2016-2017:

Garman Natalie	Liberty University	BA / (Lv. 0	0 yrs 3)	Perrymont Elementary School Second Grade Teacher	8-04-16
Giambrone Jason	Liberty University	BA / (Lv. 0	0 yrs 2)	Fort Hill Community School Alternative Education	8-04-16
Grimwood Samantha	Liberty University	BA / (Lv. 0	0 yrs 3)	Bass Elementary School Fourth Grade Teacher	7-14-16
Heidorn Jacob	Liberty University	BA / (Lv. 0	0 yrs 4)	Sheffield Elementary School Movement Education Teacher	8-04-16
Henderson Justin	Concordia Univeristy	MA / (Lv. 9	9 yrs 4)	Linkhorne Elementary School School Counselor PT	8-04-16
Hunt Wayne	Campbell University	BA / (Lv. 35	35 yrs 4)	Empowerment Academy Science Teacher	8-04-16
Lopez Thaimi	Lynchburg College	BA / (Lv. 1	1 yr 1)	Heritage High School Math Teacher	8-04-16
Lynam Nicole	Liberty University	BA / (Lv. 0	0 yrs 3)	E.C. Glass High School Special Education	8-04-16
Lynch Kathryn	Lynchburg College	MA / (Lv. 14	14 yrs 3)	Bedford Hills Elementary Special Education	8-04-16
Moore Holly	Lynchburg College	BA / (Lv. 0	0 yrs 3)	Perrymont Elementary School Math Remediation	8-04-16
Mullins Heather	Virginia University of	MA / (Lv. 17	17 yrs 3)	Heritage Elementary School Third Grade	8-04-16
Palmer Jared	Radford University	BA / (Lv. 0	0 yrs 2)	E.C. Glass High School Physics	8-04-16
Phillips Sandra	Clemson University	MA / (Lv. 17	17 yrs 3)	Linkhorne Elementary School Second Grade Teacher	8-04-16
Potter John	Middlebury College	MA / (Lv. 1	1 yr 4)	E.C. Glass High School German Teacher	8-04-16
Rettke Erin	MacMurray College	BA / (Lv. 8	8 yrs 3)	Dunbar Middle School Science Teacher	8-04-16

NOMINATIONS, INSTRUCTIONAL PERSONNEL, 2016-2017:

Robinson Shannon	Bob Jones University	BA / (Lv. 16	16 yrs 3)	Linkhorne Middle School Math Teacher	8-04-16
Slate Jack	New Orleans University of	MA / (Lv. 3	3 yrs 4)	E.C. Glass High School Alt. Ed. Teacher	8-04-16
Stram Sarah	Liberty University	BA / (Lv. 0	0 yrs 3)	Sandusky Elementary School Fourth Grade	8-04-16
Westerhoff Karl	Longwood University	BA / (Lv. 0	0 yrs 4)	Linkhorne Middle School Math Teacher	8-04-16
Wooldridge Jordan	Liberty University	BA / (Lv. 0	0 yrs 3)	R.S. Payne Elementary Art Teacher	8-04-16

RESIGNATIONS:

Buckhalt Nicole	Liberty University	BA / (Lv. 1	1 yr 3)	Linkhorne Elementary School Fourth Grade Teacher	6-10-16
Cole Beverly	Liberty University	BA / (Lv. 5	5 yrs 3)	Sandusky Elementary School Fourth Grade	6-10-16
Grandstaff Stephanie	Liberty University	BA / (Lv. 2	2 yrs 3)	E.C. Glass High School Spanish Teacher	6-10-16
Hagan Georgette	Liberty University	MA / (Lv. 6	6 yrs 1)	Fort Hill Community School Social Studies Teacher	6-10-16
Isner Elizabeth	Old Dominion University	MA / (Lv. 11	11 yrs 3)	Dunbar Middle School Health and Physical Education	7-14-16
Kohlman Brandi	Kutztown University	BA / (Lv. 2	2 yrs 3)	Bass Elementary School Fourth Grade	6-10-16
McNaughton Robert	Mary Baldwin College	MA / (Lv. 2	2 yrs 4)	Dearington Elementary School Fourth Grade Teacher	6-10-16
Melvin Matthew	Liberty University	BA / (Lv. 1	1 yr 4)	Perrymont Elementary School Movement Education Teacher	6-10-16

RETIREMENTS:

Winterfeldt Robin	James Madison University	BS / (Lv. 24	24 yrs 3)	Paul Munro Elementary School Kindergarten Teacher	6-10-16
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Agenda Report

Date: 08/02/16

Agenda Number: D-3

Attachments: No

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

Subject: Regional Alternative Education Program 2016-2017

Summary/Description:

The Regional Alternative Education Program will provide an alternative educational setting for up to 67 middle school students and 180 high school students from Lynchburg City, Amherst, Appomattox, Bedford and Nelson counties at the Fort Hill Community School. Utilizing intervention strategies to help students improve their academic performance as well as their behavioral challenges, the Regional Alternative Education Program promotes collaboration between families, schools, public agencies, and the juvenile judicial system in an effort to foster students' success. The instructional staff uses individualized and small group instruction, as well as blended or hybrid instruction utilizing technology, to meet the academic needs of a diverse population of students.

Budget for the Regional Alternative Education Program

Expenditure Categories	State Funds
1000 - Personnel Services	\$223,028.33
2000 – Employee Benefits	\$85,642.67
3000 – Purchased Services	\$0
4000 – Internal Services	\$0
5000 – Other Charges Travel, Postage	\$4,000.00
6000 – Materials & Supplies	\$0
8000 – Equipment Laptops/calculators	\$0
Total Requested	\$312,671.00

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

Recommendation:

The superintendent recommends that the school board approve the State Grant: Regional Alternative Education Program budget 2016-2017.

Agenda Report

Date: 08/02/16

Agenda Number: D-4

Attachments: No

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

Subject: Individual Student Alternative Education Plan Grant: 2016-17

Summary/Description:

Lynchburg City Schools received \$23,576.00 in Individual Student Alternative Education Plan (ISAEP) state grant funds. The ISAEP funds will be used to meet the needs of students enrolled in the Lynchburg City Schools Adult Learning Center/Reach Out and Develop Education Opportunities (RODEO) instructional program. The ISAEP program provides an opportunity for students who meet and complete the ISAEP requirements assistance in preparing for the General Education Development (GED®) tests while enrolled in public high school. Lynchburg City Schools graduated 11 students with their GED® during the 2015-2016 school year.

Budget for ISAEP Grant

Expenditure Categories	State Funds
1000 - Personnel Services	\$14,000.00
2000 – Employee Benefits	\$6,000.00
3000 – Purchased Services	\$0
4000 – Internal Services	\$250.00
5000 – Other Charges Travel, Postage	\$750.00
6000 – Materials & Supplies	\$2,576.00
8000 – Equipment Laptops/calculators	\$0
Total Requested	\$23,576.00

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

Recommendation:

The superintendent recommends that the school board approve the State Grant: Individual Student Alternative Education Plan (ISAEP) 2016-2017.

Agenda Report

Date: 08/02/16

Agenda Number: D-5

Attachments: Yes

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

Subject: Shentel Internet Connection

Summary/Description:

As Lynchburg City Schools continues to expand its one-to-one initiative, LCS-ONE, there is a need for addition Internet bandwidth. Lynchburg City Schools selected Shentel as the additional Internet Service Provider through the annual e-rate process. Lynchburg City Schools will enter into a five-year contract with Shentel to provide a 5Gbps Internet connection at 3020 Wards Ferry Road, Lynchburg Virginia, 24502.

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

Recommendation:

The superintendent recommends that the school board authorize the school administration to enter into a contract with Shentel for Internet connection services in the amount of _____.

Shentel Communications, LLC
USAC SPIN 143033621 / FIN 54-1970301
MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT (the “**Agreement**”) is entered into on this **12th day of July, 2016** (the “**Effective Date**”) by and between **Shentel Communications, LLC**, a Virginia Limited Liability Corporation (“**Provider**”), and **Lynchburg City Schools** (“**Customer**”).

1. **SCOPE OF AGREEMENT:** In accordance with the terms and conditions of this Agreement, Provider shall provide certain telecommunications services to Customer as specified in any Service Order executed by the parties (the “**Service(s)**”). Orders for different types of Service shall be placed on separate Service Orders such that this Agreement may have one or more Service Orders that may be in effect at any one time. Such Service Orders shall form a part of this Agreement. In addition, the following attachments are incorporated into the Agreement by reference: Attachment 1 is a form of Service Order and service-specific terms and conditions (“**Service Order**”) and Attachment 2 is a form of Customer Acceptance. Provider reserves the right to modify and update these attachments.
2. **TERM OF AGREEMENT:** The term of this Agreement commences on the Effective Date and continues for a period of **five (5) years (the “Term”)**. Upon the expiration of the Term, the Agreement shall continue in effect on a month-to-month basis until terminated by either party upon thirty (30) days’ prior written notice. Should the parties have in effect any Service Orders at the expiration or termination of this Agreement, the rights and obligations of the parties with regard to any such Service Orders shall continue to be governed by the terms of this Agreement.
3. **ORDERS FOR SERVICE:**
 - 3.1. Service Orders. Upon the parties’ mutual agreement, the parties shall execute a Service Order (on such form(s) as may be designated by Provider from time to time) identifying at a minimum: (i) the specific Service to be provided; (ii) an Initial Term (as defined below) for the Service Order; (iii) a Requested Service Date; (iv) the applicable Service Charges (as defined below) for the Service; and (v) such other terms and conditions as may be appropriate. Provider will notify Customer of Service completion. Customer shall provide Provider with a written Customer Acceptance form accepting Service, or reject the Service by specifying the defect or failure in the Service testing that is the basis for such rejection. If Customer fails to notify Provider of its acceptance or rejection of the Service within 30 days following Customer’s receipt of notice of Service completion, Customer shall be deemed to have accepted the Service. In the event of any good faith rejection by Customer, Provider shall take such action as reasonably necessary, and as expeditiously as practicable, to correct or cure such defect or failure. The date of such notice of acceptance or deemed acceptance by Customer of the Service shall be the “**Service Date**”. The “**Initial Term**” set forth on each Service Order shall be for the period identified in the Service Order and shall begin on the Service Date. At the expiration of the Initial Term specified in each Service Order, the Service Order shall continue in effect on a month-to-month basis upon the same terms and conditions unless terminated by either party upon thirty (30) days’ prior written notice. In the event that the terms of the Service Order conflict with the terms of this Agreement, the terms of the Service Order shall govern.
 - 3.2. Requested Service Date. On written notice to Provider not less than thirty (30) days prior to the Requested Service Date set forth in the Service Order, Customer may delay the Requested Service Date for up to thirty (30) days from the original Requested Service Date set forth in the Service Order, without payment of any penalty or fee. The foregoing right to delay the Requested Service Date shall be available only once per Service. Provider agrees to use reasonable efforts to ensure that each Service is tested and available for Customer’s use on or before the applicable Requested Service Date; provided, however, Provider’s inability or failure to deliver any ordered Service by the Requested Service Date shall not be a Default (as defined below) under this Agreement, and Provider shall not be liable to Customer or any third party for any damages as a result of Provider’s inability or failure to deliver any such service.
4. **CUSTOMER RESPONSIBILITIES:**

4.1. Use of Service by Customer.

Customer shall not, nor permit others to, use any Service for any unlawful purpose or in any unlawful manner and further warrants that its and its customers' use of Service and any related information or communications made available, displayed or transmitted in connection with a Service will at all times comply with all applicable laws, regulations and Provider's written and electronic instructions for use. Customer shall be solely responsible for, and accordingly be solely liable for, obtaining and maintaining in Customer's own name and at its own expense, throughout the Term, all licenses, permits, consents, authorizations or other rights required for the use of Service and for ensuring compliance with any regulatory or other requirements whether at law or otherwise. Provider may, at its option, terminate or suspend Service if: (i) any such unauthorized use occurs or (ii) Provider has reason to believe that use of Service by Customer, its agents, employees or end users, may or does violate any laws or regulations.

4.2. Customer Equipment; Interference. Customer shall, at its own expense, procure and maintain any circuits, facilities, equipment, hardware or software necessary to implement or receive Service ("**Customer Equipment**"), unless Provider specifies otherwise in writing. Customer shall ensure that all such Customer Equipment shall perform according to published technical specifications for such Customer Equipment and Provider's interface specifications and otherwise complies with Provider's specifications for Service. Customer further warrants and agrees that Customer Equipment used by Customer or Customer's agents, employees or end users in connection with any Service shall not: (i) interfere with or impair service over any such facilities and equipment of Provider or (ii) create hazards to the employees of Provider or the public. Promptly upon notice from Provider, Customer shall eliminate any hazard, interference or Service obstruction that any such Customer Equipment is causing or reasonably may cause. Provider reserves the right to suspend Service if such any such Customer Equipment does not comply with the foregoing provisions of this Section. In such event Provider will, to the extent practicable, notify Customer of such suspension in advance; provided, however, where prior notice is not practicable, nothing contained in this Agreement shall be deemed to preclude Provider from suspending use of Service by Customer. During any such suspension, no Service Interruption (as defined below) shall be deemed to have occurred for purposes of this Agreement. Provider may make upgrades to its network infrastructure periodically, which may require Customer hardware and/or software to be upgraded in order to continue service. In the event of network upgrades, Provider will give no less than 30 days' notice to Customer if upgrades or changes to Customer's hardware and/or software will be necessary in order to avoid disruption of service. Provider is not responsible for degradation or disruption of service should Customer not make such upgrades or changes.

4.3. Provider Equipment.

Provider shall be solely responsible for the maintenance of equipment and facilities owned or otherwise controlled by it and shall use reasonable efforts to maintain facilities and equipment that it provides to Customer. Customer shall not, nor permit others to, rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the facilities or equipment installed by Provider, except upon the written consent of Provider. Customer shall not use any such equipment or facilities for any purpose other than that for which its use is intended, nor rearrange any such equipment or facilities at any time.

Customer shall furnish or arrange to have furnished to Provider, at no charge, any space, equipment and/or electrical power required by Provider to provide any Service under this Agreement at the points of termination of such Service, as specified in a Service Order, should those points be located on premises of Customer or of its end user(s). Customer shall make all necessary arrangements in order that Provider will have timely access to such space at reasonable times and to the extent reasonably required by Provider for installing, inspecting, repairing and/or removing equipment and facilities of Provider. Provider shall have no right to place equipment or facilities in space owned or controlled by Customer or its end user(s) without the prior consent of Customer, which consent shall not be unreasonably withheld, conditioned or delayed. Provider shall not incur any liability of any kind for any delays or inability to install a

Service based on acts or omissions of Customer. If Provider is not able to obtain on reasonable terms and conditions, as determined by the Provider, any right of way, easement, permit, or license, including pole attachment rights, required for the installation or provision of the Service, Provider may terminate the portion of the Service Order applicable to such Service upon notice to Customer and with no further obligation to Customer.

Any access to the Customer property shall be arranged in advance with the Customer's Technical Contact and shall be escorted as directed by Customer's policy. The Provider agrees that any employees, contractors, or subcontractors obtaining this access agree to the following:

- Alcoholic beverages, tobacco products, gambling, and offensive language or behavior is prohibited
- All applicable local, state and federal laws, regulations and licensing requirements must be followed.
- The Provider ensure compliance with Sex Offender Registry Notification and shall screen all employees with the Virginia State Police registry or any other Virginia state law enforcement authorities necessary to comply with this provision, and shall prohibit any employee, contractor, or subcontractor access to any registered sex offender.

Customer agrees to allow Provider to remove all Providers equipment and facilities from Customer's premises: (i) upon termination or expiration of this Agreement (or after termination of Service in connection with which the facilities were used in the case of Service Orders that continue beyond the Term); and (ii) for repair, replacement or otherwise as Provider may determine is necessary, but Provider shall use reasonable efforts to minimize disruptions to Service caused thereby. At the time of such removal, such equipment and facilities shall be in the same condition as when installed, reasonable wear and tear accepted. Customer shall promptly and equitably reimburse Provider for any damage to, or the cost of repair of, any equipment or facilities not in such condition.

As between Provider and Customer, all equipment and facilities provided by Provider shall be and remain its personal property at all times during the Term. At Provider's request, Provider shall be allowed to prominently affix identifying plates, tags, or labels on any such equipment and facilities showing the ownership interest of Provider and shall not tamper with, remove or conceal such identifying plates, tags or labels. In addition, Customer shall, from time to time, take additional actions and execute and deliver such further documents as Provider may reasonably request in order to confirm and protect Provider's title to and ownership of any such equipment or facilities. Customer shall reimburse Provider for any damages to Provider's equipment or facilities caused by: (i) any improper use of, or breach of this Agreement with respect to, any such equipment or facilities by Customer, its employees, agents or end users; (ii) improper use of Service by Customer, its employees, agents or end users; (iii) malfunction of any equipment or facilities not provided by Provider and used by Customer or Customer's employees, agents, or end users in connection with any Service provided hereunder; or (iv) by fire, theft or other casualty on the premise of Customer (or of its agents or end users). Upon reimbursement for any such damages and at Customer's expense, Provider will cooperate with Customer in prosecuting a claim against the person or entity causing such damage and Customer shall be subrogated to the right of recovery of Provider for such damages to the extent of Customer's payment. In the event Customer causes damage to facilities or equipment other than that owned by Provider, and such facilities or equipment are physically, optically and/or electrically associated with those of the Provider, Customer shall reimburse the owner for any damage to any such facilities or equipment.

5. PAYMENT TERMS:

- 5.1. Service Charges. Customer shall pay all monthly fees and non-recurring charges (e.g., installation charges, construction fees, extended demarcation fees, facility entrance fees, cross-connect fees and/or expedite fees) ("Charges") at the rates set forth on each Service Order promptly, and in any event within thirty (30) days after the receipt of the invoice by Customer

therefor. Any Charges that are not paid as set forth herein shall be subject to an interest charge on delinquent amounts at the rate of 1 1/2% per month or the maximum lawful rate allowable under applicable law, whichever is lower.

- 5.2. Credit, Advance Payments and Deposits. Customer shall provide Provider with credit information as requested, and delivery of Service is subject to Provider's credit approval in its sole discretion. Provider may require Customer to make an advance payment before Service is provided. Any advance payment will be credited to Customer's initial invoice. Provider may, at any time during the Term as a condition to Provider's acceptance of any Service Order or as a condition to Provider's continuation of Service, also require Customer to: (i) make a deposit; (ii) provide a letter or credit from a commercial bank or trust company acceptable to Provider; or (iii) provide another assurance of payment acceptable to Provider (a "**Deposit**" or "**Credit Assurance**"). The Deposit/Credit Assurance will not exceed Customer's estimated Service Charges for three (3) months of Service). At such time as the provision of Service to Customer is terminated, the amount of any cash Deposit will be credited to Customer's account and any credit balance which may remain will be refunded, together with any interest on such cash Deposit at the prevailing rate required by law.
- 5.3. Additional Charges. Any applicable federal, state, local or foreign use, excise, sales, gross receipts or privilege taxes, charges or surcharges (however designated), value-added and other taxes, duties or similar liabilities, chargeable to or against Provider because of Service provided to Customer shall be charged to and payable by Customer in addition to the Service Charges; provided, however, if Customer believes it is exempt from any such taxes, Customer will provide Provider with an exemption certificate evidencing such claimed exemption. If any entity other than Provider imposes charges on Provider because of Service provided to Customer, such charges shall be charged to and payable by Customer in addition to the Service Charges. It is not the intent of Section 5.3 to create an obligation on behalf of the Customer to pay any tax or charge for which it is exempt.
- 5.4. Disputed Bills. In the event that Customer disputes any portion of a Provider invoice, Customer must pay the undisputed portion of the invoice as of its Due Date and submit a written claim for the disputed amount. All claims must be submitted to Provider within sixty (60) days from the Due Date of the invoice that includes the disputed amount. If Customer does not report a dispute with respect to an invoice within the sixty (60) day-period, Customer is deemed to have waived its dispute rights for that invoice and to have agreed to pay that invoice. If Customer has provided sufficient detail for investigation of the dispute, Provider will use reasonable efforts to resolve and communicate its resolution of the dispute within thirty (30) days of its receipt of the dispute notice. If the dispute is resolved in Provider's favor, any amounts to be paid by Customer shall be subject to the late payment charges under Section 5.1 retroactive to the Due Date of the disputed invoice and payable by Customer on the next Due Date. Disputed amounts resolved in Customer's favor shall be credited on Customer's next invoice.

6. DEFAULT AND REMEDIES:

- 6.1. Default. A "**Default**" shall occur under this Agreement upon: (i) Customer's failure to pay any invoice and such failure remains uncorrected for ten (10) days after receipt of written notice that a payment is past due; (ii) Customer's failure to pay any advance payment or Deposit or to provide any Payment Assurance when due; (iii) Customer's insolvency, apparent inability to pay debts as they become due, or any filing of bankruptcy by or against Customer or a general assignment for the benefit of its creditors; (iv) Customer's violation of any applicable laws, statutes, ordinances, codes or other legal requirements with respect to any Service that are not remedied within ten (10) days after written notice thereof (or such shorter period as may be required by law); or (v) either party fails to perform or observe any material term or condition of this Agreement and such failure remains uncured for more than thirty (30) days from the date of the non-breaching party's written notice thereof.
- 6.2. Remedies Following Default.

Upon a Default by Provider affecting any Service Order(s), Customer may terminate the affected Service Order(s) if the Default is not cured after the required notice and thirty (30)-day cure period set forth herein by providing written notice of termination to Provider not less than five (5) business days following the expiration of such cure period.

Upon any Default by Customer of this Agreement not cured after expiration of any applicable notice and/or cure period set forth herein, Provider may, in its sole discretion and without waiving any other rights or remedies available to it, do any or all of the following: (i) suspend Service to Customer (either completely or only with respect to any affected Service Order) or the processing Service Orders until such time as Customer has corrected such noncompliance, including paying any amounts owed hereunder; (ii) terminate Service (either completely or only with respect to any affected Service Order) or this Agreement; and/or (iii) apply or enforce any Deposit/Payment Assurance and/or enforce any security interest provided by Customer. If Provider suspends Service pursuant to this Section, in addition to any other charges due hereunder, Customer shall pay Provider any reconnection fees or other costs imposed on or incurred by Provider to reconnect Service. If Customer fails to cure any Customer Default within any applicable cure period provided herein, Customer shall be deemed to have cancelled Service for the purposes of Section 7 and shall remain liable for all early cancellation charges applicable to the Service. During any temporary suspension, and upon any termination of Service in accordance with this Section, no Service Interruption (as defined in Section 8) shall be deemed to have occurred for the purposes of this Agreement.

7. **TERMINATION FOR CONVENIENCE:** If Customer cancels a Service Order with a one-year term at any time during that term, Customer shall pay, as liquidated damages and not as a penalty, an amount equal to one hundred percent (100%) of the remaining Service Charges for the unexpired portion of such twelve (12) month period. For Service Orders in which the stated term is more than one (1) year, Customer shall pay the aggregate amount of all Service Charges that would be due for the remainder of the first three (3) years of the term plus twenty-five percent (25%) of the aggregate amount of the Service Charges that would be due for the term remaining under the Service Order subsequent to the fourth (4th) year, and ten percent (10%) of the aggregate amount of the Service Charges that would be due for the term remaining under the Service Order subsequent to the fifth (5th) year. The cancellation charges payable hereunder are in addition to all other amounts due hereunder for Service provided prior to the Cancellation Date of the Service Order, including, without limitation, installation charges, construction fees, extended demarcation fees, facility entrance fees, cross-connect fees and/or expedite fees. Provider may terminate the Agreement without cause upon 90 days prior written notice to Customer, in which case a pro-rata refund of the Service Charges paid by Customer for that Term shall be made.

Unless specifically permitted above, termination under this Section 7 does not entitle Customer to any refunds or relieve Customer from the obligation to pay all amounts due and payable to Provider. Customer's other obligations under the Agreement.

8. **ALLOWANCE FOR INTERRUPTION OF SERVICE:**

8.1. Service Interruption. An "Interruption" means Network Availability less than 99.999% or any two (2) second interval with a complete interruption of transmission or a bit error rate worse than 1×10^{-12} for a particular communications path for a Service. In the case of dedicated Internet access, customer co-location, or other peering arrangements, this allowance applies only to facilities and cross-connects provided and monitored by Provider. Both Provider and Customer agree to promptly work in a cooperative manner to identify the causes of any Service Interruptions, and Provider agrees to promptly take commercially reasonable steps to restore Service upon being made aware of any Service Interruption; provided, however, in no event shall a minor Service Interruption be an event of Default by Provider under this Agreement.

8.2. Transmission Performance Objectives

8.2.1. Network Availability Objectives Unprotected: 99.99%

8.2.2. Network Availability Objectives Protected 99.999%

8.2.3. Network Availability is the percentage of minutes in a calendar month during which Shentel DIA service is available to exchange data between Shentel-served Customer end point and the Public Internet and shall be determined as follows (Total minutes in a calendar month – total minutes of non-availability)/total minutes in calendar month. Total minutes in calendar month is determined by multiplying 24 hours by the number days in the month multiplied by sixty (60) minutes.

8.3. Credit Allowance. Unless otherwise stated in any applicable Service Order or for other reasons stated herein, in the case of any Service Interruption, Customer shall be entitled to a credit allowance for the period of Service Interruption as follows: No credit shall be allowed for any Service Interruption of one (1) hour or less. For Service Interruptions of greater than one (1) hour, Customer shall be credited at outlined in the following table:

- >= 1 hour and < 4 hours: 10% of the MRC for the disrupted service
- >= 4 hours and < 8 hours: 25% of the MRC for the disrupted service
- >= 8 hours and < 12 hours: 50% of the MRC for the disrupted service
- >= 12 hours and < 24 hours: 75% of the MRC for the disrupted service
- >= 24 hours 100% of the MRC for the disrupted service

The maximum credit for all Service Interruptions during any thirty (30) day period shall not exceed the Service Charges due Provider from Customer for such period. Each Service Interruption is to be measured from the time Customer notifies Provider that a Service Interruption has occurred to the time of restoration of Service, as determined by Provider.

When Service provided by Provider includes more than one communication path, the Service Interruption allowance applies only to the path interrupted.

- 8.4. Routine Maintenance. System maintenance normally will not result in Service Interruptions. In the event that system maintenance should require a Service Interruption, to the extent practicable, Provider shall use reasonable efforts to perform system maintenance during non-peak hours (midnight to 6:00 a.m.), or at other times after prior notification to Customer.
- 8.5. Emergency Maintenance. Provider reserves the right to perform emergency maintenance on its system, network, equipment or facilities at any time and, to the extent practicable, will provide Customer with prompt notice thereof.
- 8.6. Limitations on Allowances. No credit allowances for Service Interruptions shall be made for Service Interruptions arising from or relating to: (i) any acts or omissions of an entity other than Provider, including, but not limited to, Customer, Customer's agents, employees, end users or other service providers connected to Provider's Services, system, network, equipment or facilities; (ii) Customer's noncompliance with this Agreement; (iii) any emergency or routine maintenance; any failure of any Off-Net Service (including, without limitation, any non-Provider equipment or facilities used in connection with the affected Service); (v) any period in which Provider is not given full access to its equipment or facilities for the purpose of investigating and correcting a Service Interruption; (vi) any period in which Customer continues to use Service on an impaired basis or releases Service to Provider for maintenance purposes or for implementation of a Customer Service Order; or (vii) circumstances or causes beyond Provider's reasonable control. as described in Section 12.1 below.

9. **WARRANTIES; LIMITATION OF LIABILITY:**

- 9.1. Exclusion of Warranties. THE WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT CONSTITUTE THE ONLY WARRANTIES WITH RESPECT TO THIS AGREEMENT AND SERVICE PROVIDED HEREUNDER. SUCH WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, WRITTEN OR ORAL, STATUTORY OR CONTRACTUAL, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR FOR A PARTICULAR USE OR NON-INFRINGEMENT.
- 9.2. Limitation of Liability. NOTWITHSTANDING ANY CONTRARY PROVISION HEREIN, PROVIDER'S TOTAL AGGREGATE LIABILITY ARISING OUT OF THIS AGREEMENT,

INCLUDING, WITHOUT LIMITATION, ANY DELAYS IN INSTALLATION, COMMENCEMENT OR RESTORATION OF SERVICE, MISTAKES, ACCIDENTS, OMISSIONS, SERVICE INTERRUPTIONS, ERRORS OR DEFECTS IN TRANSMISSION IN THE PROVISION OF SERVICE, SHALL NOT EXCEED THE AMOUNT OF THE CREDIT ALLOWANCE, IF ANY, AVAILABLE UNDER SECTION 8. WITHOUT LIMITING THE FOREGOING, PROVIDER SHALL MAKE BEST EFFORT TO PROVIDE ALTERNATIVE ROUTING WITH RESPECT TO ANY SERVICE PROVIDED IN THE EVENT OF AN EXTENDED OUTAGE PURSUANT TO THIS AGREEMENT. EXTENDED SHALL MEAN MORE THAN (8) EIGHT HOURS. IN NO EVENT SHALL PROVIDER BE LIABLE FOR ANY LIABILITIES (AS DEFINED BELOW) ARISING OUT OF THE FAULT OF FACILITIES OR EQUIPMENT UTILIZED BY CUSTOMER, OR ITS AGENTS, SUBCONTRACTORS, INDEPENDENT CONTRACTORS OR ANYONE ACTING ON BEHALF OF CUSTOMER OR FOR ANY ACT OR OMISSION OF CUSTOMER IN FURNISHING ITS SERVICES TO OTHERS.

- 9.3. No Consequential Damages. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER OR TO ANY THIRD PARTIES FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES RELATING TO OR ARISING FROM THE PROVISION OF SERVICE TO BE PROVIDED UNDER THIS AGREEMENT, OR OTHERWISE RELATING TO THE PERFORMANCE BY EITHER PARTY OF ITS OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, DAMAGES BASED ON LOSS OF REVENUES, PROFITS, BUSINESS INTERRUPTIONS OR BUSINESS OPPORTUNITIES, WHETHER OR NOT PROVIDER OR CUSTOMER HAD OR SHOULD HAVE HAD ANY KNOWLEDGE, ACTUAL OR CONSTRUCTIVE, THAT SUCH DAMAGES MIGHT BE INCURRED.
10. **INSURANCE:** Both parties shall procure Commercial General Liability and, if necessary, Commercial Umbrella Liability insurance, including, but not limited to contractual liability coverage from an insurer reasonably satisfactory to the other party, in the amount of at least One Million Dollars (\$1,000,000.00) each occurrence. Both parties shall provide Certificates of Insurance for such insurance to the other party within ten (10) days after the Effective Date of this Agreement.
11. **MATERIAL CHANGE IN LAW:** If the Federal Communications Commission, a state Public Utility or Service Commission, a court of competent jurisdiction or other governmental entity issues a rule, regulation, law, order or decision that has the effect of canceling, changing or superseding any material term or provision of this Agreement (collectively, "**Regulatory Requirement**"), then this Agreement will be deemed modified in such a way as the parties mutually agree is consistent with the form, intent and purpose of this Agreement and is necessary to comply with the Regulatory Requirement. If the parties cannot agree to modifications necessary to comply with a Regulatory Requirement within thirty (30) days after the Regulatory Requirement is effective, then either party may terminate this Agreement and/or any Service Order impacted by the Regulatory Requirement effective as of the date of notice by providing written notice to the other party.
12. **MISCELLANEOUS PROVISIONS:**
- 12.1. Force Majeure. Neither party shall be liable for any failure of performance hereunder due to causes beyond its reasonable control, including, but not limited to, acts of God, fire, explosion, vandalism, cable cuts, storms or other similar catastrophes; any law, order, regulation, direction, action or request of the United States government, or of any other government, including state and local governments having jurisdiction over either of the parties, or of any department, agency, commission, court, bureau, corporation or other instrumentality of any one or more of said governments, or of any civil or military authority; national emergencies; acts of terrorism, insurrections, riots, wars, or strikes, lockouts, work stoppages or other labor disputes or difficulties. Notwithstanding anything to the contrary set forth herein, Customer agrees that payment obligations for Services provided hereunder shall be absolute and not subject to delay due to any event of force majeure.

- 12.2. Unanticipated Barriers to Construction. The provisioning of services to a customer may require construction of new facilities or augmentation of existing facilities. In the event Provider encounters unanticipated barriers to this construction or augmentation that could not be reasonably anticipated or estimated in advance of construction, including but not limited to rock formations, costs associated with drilling into rock, excessive utility make-ready work, and pole replacement, Provider will as soon as possible, but in no event later than five (5) days from its discovery of the unanticipated barrier to construction present a proposed revised amount for special construction at the site in question that reflects the estimated additional costs that will be incurred for which it will seek reimbursement prior to performing additional work in the form of a revised Service Order. Customer will then have five (5) days to determine whether it will agree to the revised Service Order. Once the Parties have agreed and executed a revised Service Order, construction activities shall resume. If the parties cannot agree to an acceptable alternative revised Service Order, Either party may terminate the agreement.
- 12.3. Assignment. Customer shall not assign or transfer its rights or obligations under this Agreement without the prior written permission of Provider, which consent shall not be unreasonably withheld. Any act in violation of the foregoing shall be null and void; provided, however, that any such act shall not relieve the Customer of its obligations under the Agreement. Provider may assign the Agreement or delegate any or all of its duties under the Agreement to a subsidiary or related company at any time.
- 12.4. Licensing. No license, under patents or otherwise, is granted by Provider to Customer or shall be implied in Customer's favor with respect to any circuit, apparatus, system or method used by Provider in connection with any Service provided under this Agreement.
- Notwithstanding the foregoing, any Provider software provided to Customer to enable Customer to connect to Provider is licensed, not sold, to Customer for its use only under the Agreement. Customer may make one copy of the Provider software solely for backup purposes. Provider software is protected by United States copyright law. Customer may not distribute copies of the Provider software to others; electronically transfer the Provider software; decompile, reverse engineer, or otherwise reduce the Provider software to a human-perceivable form; or modify, adapt, translate, incorporate into other works, rent, loan, resell, distribute or create derivative works based on the Provider software or any part thereof. Upon expiration or termination of the Agreement, Customer shall either return the Provider software to Provider or destroy it. Software of third parties is subject to separate license agreements.
- 12.5. No Joint Undertaking. Notwithstanding any other provision of this Agreement, this Agreement applies only to Services provided to Customer, and does not constitute the joint undertaking with Customer for the furnishing of any service to Customer's end users. None of the provisions of this Agreement shall apply or extend directly to the Customer's end users. Provider does not undertake to transmit messages or offer any telecommunications services to end users under this Agreement. Provider shall be responsible only for the installation, operation and maintenance of its facilities used in providing Service, as specified herein.
- 12.6. Limitations on Benefits of Agreement. It is the explicit intention of the parties hereto that no person or entity other than the parties hereto is or shall be entitled to bring any action to enforce any provision of this Agreement against either of the parties hereto, and that the covenants, undertakings, and agreements set forth in this Agreement shall be solely for the benefit of, and shall be enforceable only by, the parties hereto or their respective successors and assigns as permitted hereunder.
- 12.7. Publicity. Neither party may use the name, logos, trademarks, service marks or other proprietary identifying symbols of the other party in any press release, public statement, advertising, signage, marketing materials or other publicity materials in any medium without the other party's prior written consent.

- 12.8. Confidentiality. As used in this Agreement, Confidential Information means information not generally known to the public, whether of a technical, business or other nature, that is disclosed as a result of the parties' communications and discussions, and that should reasonably have been understood by the receiving party to be proprietary and confidential to the disclosing party because of legends or other markings, the circumstances of disclosure or the nature of the information itself. The parties agree that a disclosing party's Confidential Information, in either written, oral, electronic or other form will not be: (a) used by the receiving party for any purpose other than the performance of such party's obligations under this Agreement, or (b) disclosed by the receiving party either directly or indirectly by any means to any third person(s) without the express written permission of the disclosing party, unless otherwise required by governing authority or law.
- 12.9. Order of Precedence. In the event of any ambiguity and/or inconsistency between this Agreement and any governmental authority order covering any Services provided under this Agreement, the following descending order of precedence will control: (i) any tariff of Provider governing delivery of Service by Provider, and use of Service by Customer under this Agreement; (ii) this Agreement and any amendments thereto; and (iii) exhibits to this Agreement, including Service Orders. No Service Order shall alter or amend the parties' obligations under Sections 8, 9, or 10 of this Agreement, unless the Service Order expressly modifies such Sections and such alterations and amendments are countersigned by authorized officers of the parties.
- 12.10. Service Subject to Availability. The furnishing of Service is subject to the availability thereof on a continuing basis, and is limited to the capacity of Provider to provide Service as well as the capacity which Provider may obtain from other carriers to furnish Service from time to time as required at the sole discretion of Provider. Whenever transmission capacity provided by Provider under this Agreement is connected to facilities provided by another person or entity, the regulations, terms and charges of such other person or entity shall apply for the facilities provided by such other person or entity. Nothing in this Agreement shall be construed to obligate Customer to submit, or Provider to accept, Service Orders.
- 12.11. Waiver. The failure of either party to give notice of Default or to enforce or insist upon compliance with any of the terms or conditions of this Agreement, the waiver of any term or condition of this Agreement, or the granting of an extension of time for performance, shall not constitute the permanent waiver of any term or condition of this Agreement, and this Agreement and each of its provisions shall remain at all times in full force and effect until modified by the parties in writing.
- 12.12. Amendments. No amendment, modification or discharge of this Agreement, and no waiver hereunder, shall be valid or binding unless set forth in writing and duly executed by the party against whom enforcement of the amendment, modification, discharge or waiver is sought.
- 12.13. Notices. All notices, demands, requests, or other communications which may be, or are required to be, given or served, or sent by any party to any other party pursuant to this Agreement shall be in writing and will be deemed to have been duly delivered or given when: (i) delivered by hand (with written confirmation of receipt) before 5:00 p.m. EST on a business day (or otherwise on the next succeeding business day); (ii) sent by facsimile before 5:00 p.m. EST on a business day (or otherwise on the next succeeding business day) and a written confirmation of the transmission is received by the sender; or (iii) the next business day after being deposited for delivery with a nationally recognized overnight delivery service, such as Federal Express. All written notices required under the Agreement shall be sent to the following:

**To PROVIDER:
Shenandoah Cable Television, LLC
500 Shentel Way, Edinburg, VA 22821
Attention: Senior Vice President, Engineering and Planning**

With a copy to:

Shenandoah Cable Television, LLC
500 Shentel Way, Edinburg, VA 22821
Attention: Vice President and General Counsel

To CUSTOMER:

Lynchburg City Schools
915 Court Street, Lynchburg, VA 24505
Attention: Director of Technology

Each party may designate by notice in writing a new address, to which any notice, demand, request or communication may thereafter be so given, served or sent.

- 12.14. Severability. Except as otherwise provided for in this Agreement, Service provided by Provider as set forth in each Service Order attached hereto is severable, and upon termination of Service with respect to any Service Order, Services provided under other Service Orders shall continue unaffected. Similarly, if any part or provision of this Agreement or any other agreement, document or writing given pursuant to or in connection with this Agreement shall be invalid or unenforceable under applicable law, said part or provision shall be ineffective to the extent of such invalidity only, without in any way affecting the remaining parts or provisions of this Agreement and the parties hereby agree to negotiate with respect to any such invalid or unenforceable part or provision to the extent necessary to render the Agreement valid and enforceable.
- 12.15. Entire Understanding. This Agreement constitutes the entire understanding between the parties hereto with respect to the transactions contemplated herein, and it supersedes all prior oral or written agreements, commitments or understandings with respect to the matters provided for herein.
- 12.16. Binding Effect. Subject to any provisions hereof restricting assignment, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 12.17. Pronouns. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identity of the person or entity may require.
- 12.18. Headings. Section and subsection headings contained in this Agreement are inserted for convenience of reference only, shall not be deemed to be a part of this Agreement for any purpose, and shall not in any way define or affect the meaning, construction or scope of any of the agreement.
- 12.19. Execution. To facilitate execution, this Agreement may be executed in as many counterparts as may be required, and it shall not be necessary that the signatures of, or on behalf of, each party, or that the signatures of all persons required to bind any party, appear on each counterpart; but it shall be sufficient that the signature of, or on behalf of, each party, or that the signatures of the persons required to bind any party, appear on one or more of the counterparts. All counterparts shall collectively constitute a single agreement. It shall not be necessary in making proof of this Agreement to produce or account for more than a number of counterparts containing the respective signatures of, or on behalf of, all of the parties hereto.
- 12.20. Choice of Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia (without reference to conflict of laws principles). Any litigation arising hereunder shall be in the State Courts of Virginia, and venue shall be in the Courts of the City of Lynchburg.

12.22 Appropriation of Funds. Continuation of this Agreement is contingent upon the appropriation of sufficient funds by the Lynchburg School Board to fulfill the requirements of the Agreement. If the School Board fails to appropriate sufficient monies to provide for the continuation of the Agreement, or if such appropriation is reduced for any lawful purpose and the effect of such reduction is to provide insufficient monies for the continuation of the Agreement, the Agreement shall terminate on the date of the beginning of the first fiscal year for which funds are reduced or not appropriated, and the Customer shall notify the Provider thirty (30) business days prior to such event.

The undersigned parties have read and agree to the terms and conditions set forth in this Master Services Agreement.

“Provider”

“Customer”

Shentel Communications, LLC

Lynchburg City Schools

Signature

Signature

Name

Name

Title

Title

Date

Date

See attached Service Order
(Insert Service Order after this page)

Service-Specific Terms

In addition to the terms of the Master Services Agreement (“MSA”), the following terms and conditions shall apply to the services identified below as indicated in each Service Order.

Terms and Conditions Specific to Internet Access Services:

1. Dedicated Internet Access. Provider shall provision Customer with (i) a link to the Provider's Point of Presence (“POP”) or other designated POP, by arranging for installation of the requisite facilities to Customer's site, and (ii) routing to the Provider's Internet Peering Location(s). Unless otherwise agreed by Provider in writing, Customer is responsible for providing necessary cabling, equipment, and manpower to distribute telecommunications facilities from the standard telco demarcation point (“demarc”) to the Customer's equipment location, if necessary.
2. Relocating the Circuit. If Customer relocates (sometimes referred to as “re-terminating”) the demarcation point of the circuit at Customer's premises used to provide access to Provider, Customer shall pay any fees incurred by Provider in connection therewith. Provider shall not be responsible for any service disruptions related to relocating the demarc.
3. Technical Support. Provider may provide Customer with limited support on integration of the service into the Customer's network. Provider shall monitor operation of the service between the Provider's network and the demarcation point at the Customer's premises. Customer is responsible for any administrative, technical, emergency or support personnel at Customer's site necessary for dealing with Provider and for providing, installing, and maintaining Customer's own equipment.
4. Domain Name Service. Provider shall, at Customer's request; (i) provide primary or secondary domain name service (DNS) for one registered domain. DNS for additional domains or secondary DNS may be requested, but Provider is under no obligation to provide. Provider disclaims all liability and responsibility for any loss, damage, claim or expense arising out of or related to the registration of Customer's domain name, its usage in network registrations or directories, or the failure of any third parties to register or use Customer's domain name. Notwithstanding any provision of this paragraph, Provider shall not be liable to Customer for failing to obtain any specific domain name(s) requested by Customer.
5. IP Address Allocation for Internet access agreements. Provider abides by the policies and regulations of the American Registry for Internet Numbers (ARIN). ARIN provides the IP space that Provider distributes to its customers. In order for Provider to acquire IP address space from ARIN, Provider must follow ARIN's policies for allocating assignments to its customers and enforcing efficient utilization of all IP addresses. For this reason, Provider's customers are required to justify their IP requirements in detail utilizing the IP Justification Form.
 - 5.1. ARIN: ARIN requires all IP assignments be documented via SWIP, RWHOIS or with internal databases. Provider utilizes an internal database for all assignments, except where SWIP assignment is necessary. Large IP address customers will also be required to maintain and provide upon request a spreadsheet worksheet of how their addresses are assigned internally. This will be requested when additional IP space is requested by the customer via the IP Justification Form.
 - 5.2. Disclosure: All information disclosed to Provider during this process is confidential, with one exception. If requested, Provider is required to provide ARIN with the same IP assignment information provided by the customer. This information may be requested when Provider requests additional IP space from ARIN for assignment to customers.
 - 5.3. Provider typically does not provide aggregate IPv4 allocations larger than /24. Customers requiring allocations larger than /24 are encouraged to request space directly from ARIN. Provider's standard assignment is a /29.
 - 5.4. Provider typically does not provide allocations or assignments to customers who already have direct allocation(s) from ARIN.
 - 5.5. Provider will not provide additional allocations or assignments until all previous net blocks have reached an 80% utilization rate. A usage figure of 80% must be achieved within 90 days after

allocation/assignment, or the addresses will be withdrawn. (80% usage is based on SWIP records and a scan run against all assigned net blocks). Provider reserves the right to change customer assignments/allocations as necessary. Should that result in IP space that is not being used, Provider will reclaim the space. Provider cannot guarantee the assignment of contiguous net blocks.

- 5.6. Customer must maintain proper reverse DNS records for all assigned or allocated addresses.
- 5.7. Customer will not be given address space for administrative convenience.
- 5.8. Provider assigns IPv6 net blocks upon request. A single direct network will be assigned a /64, a network with a routed connection will receive a /56. Any request for a /48 must explain why more than 356 /64 blocks is necessary.
- 5.9. Provider supports Provider Independent (PI) space, which is required to multi-home with IPv6; however these /48 net blocks must be requested directly from ARIN.
- 5.10. Request for IP address space greater than /27 may require additional customer documentation and justification.
- 5.11. Additional information regarding ARIN is available at <http://www.arin.net/>. Specific information on ARIN Policies is available at <https://www.arin.net/policy/nrpm.html>
6. Security. Customer understands that Provider does not own or control the telecommunications lines or facilities or other facilities to which it may provide access, except those specifically identified as belonging to Provider. Accordingly, Provider shall not be responsible for user/access security. Provider shall not be liable for any inability, failure or mistake in detecting or identifying unauthorized or inappropriate network access. If Customer detects an unauthorized disclosure of its IDs or passwords, it shall notify Provider immediately.
7. Agreement to Pay Service Charges. Customer agrees to pay the Nonrecurring and Monthly Recurring Charges set forth in the Service Order. Service Charges are independent of the amount of traffic or system access by legitimate users at the Customer's location. The Service Charge may be affected by tariffs or regulatory agencies and accordingly Provider reserves the right to change the Service Fee during the Initial Term or any Renewal Terms of the Agreement. Provider will give Customer 60 day's prior notice of any mid-term increase in the Service Fee. Customer agrees to pay the new Service Charge from and after the effective date of the new Service Charge, unless Customer has terminated the Agreement in accordance with the MSA. In the event Customer extends the Agreement for an additional year, Customer agrees to pay the then-current annual Service Charge.
8. Other Charges. Customer is responsible for (i) its own network charges incurred in accessing Provider, and (ii) payment for any merchandise or services it or its users order or obtains through the networks to which Provider provides access. Unless otherwise set forth in the Service Order, Provider is providing Customer only with Internet access and is not in any way involved with, and specifically disclaims any liability for, product or service selection, purchase, payment, warranties, delivery, maintenance, or related matters.
9. Acceptable Use Policy. Customer agrees to abide by Provider's Acceptable Use Policy, found on its website at www.shentel.com, which may be changed from time to time in Provider's sole reasonable discretion.

Agenda Report

Date: 08/02/16

Agenda Number: D-6

Attachments: No

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

Subject: LCS-One Damage Report and ADP Recommendation

Summary/Description:

Damage rates for the end of the 2015-2016 school year are now available, as well as Accidental Protection Plan participation information. Due to the damage numbers and lower-than-hoped-for ADP participation numbers, the school administrating is proposing a change to the ADP from \$75 for four years to \$20 per student per year. Additional information will be shared with the school board regarding this proposal during this presentation.

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

Recommendation:

The superintendent recommends that the school board changing the current ADP from \$75 for four years to \$20 per student per year.

Agenda Report

Date: 08/02/16

Agenda Number: F-1

Attachments: Yes

From: Michael J. Nilles, Chairman

Subject: School Board Governance Norms and Protocols

Summary/Description:

The Lynchburg City School Board, through a professional development activity conducted by the Virginia School Boards Association, developed Governance Norms and Protocols, which were approved on May 3, 2016. This document, which appears as an attachment to this agenda report, provides clear guidelines and procedures for all aspects of board communication, school board meeting agenda development, interactions with the school community, professional development, and the evaluation of the superintendent and itself.

The school board will review the Governance Norms and Protocols during this presentation.

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

Recommendation:

The school board chairman recommends that the school board approve the Lynchburg City School Board Governance Norms and Protocols.

Lynchburg City School Board

Governance Norms & Protocols

We agree to employ the following norms in all our interactions:

- **We will hear each opinion, but ultimately act as one.** We will speak candidly and courteously to each other and listen to dissenting or different viewpoints with an open mind. We will help each other to depersonalize disagreements. Once we reach a decision or compromise as a board, we will each support the will of the board in word and deed.
- **The chairman (or designee) will speak as the official voice of the board.** A single board member will not represent the board without the consent of the board, and board members making personal statements (in any format, including speeches, articles, social media posts, etc.) should clearly state that these statements are their opinion and not the position of the board.
- **We will be mindful of the different roles and responsibilities throughout the school system and maintain a focus on policy and governance.**
- **We will be aware of the different roles that we play as individuals (board member, citizen, parent, etc.).**
- **We will be focused on our work as a board and not interfere with the day-to-day operations of the school system, which is the responsibility of the superintendent.**
- **We will maintain open communication with each other, the administration, and the community-at-large.** Information shared with one board member will be shared with all members. If considerable work or time is required to generate data, the full board must endorse the request.

We agree to follow the following protocols:

<p>Developing the board agenda</p>	<p>Superintendent develops the draft agenda and provides to the chairman for review prior to distribution.</p> <p>Timing Considerations</p> <p>Step 1: The “working draft” (minus supporting documents) provided to the chairman one week prior to agenda distribution for initial feedback.</p> <p>Step 2: The draft agenda (with supporting documents) provided to the chairman one day prior to agenda distribution for final review.</p> <p>Step 3: The final agenda will be distributed to the board on the Thursday prior to the meeting.</p>
<p>Placing items on the board meeting agenda</p>	<p>Requests should be submitted to the chairman, who will then poll the board to see if there is board majority interest in adding the item to the agenda.</p> <p>Policy BDDC</p>
<p>Obtaining information or clarification about board meeting agenda items before the meeting</p>	<p>Requests for information/clarification should be directed to the superintendent. Responses will be sent to all board members.</p>
<p>Responding to staff or community complaints at board meetings</p>	<p>The board does not respond to public comment at the meetings. The chairman will send a written response/ acknowledgement.</p> <p>**Add verbal statement at the beginning of public comment clarifying that comments will not receive a verbal response at the meeting.</p>
<p>Responding to staff or community complaints outside of board meetings</p>	<p>Limit discussion, advise person of chain of communication and notify superintendent.</p>
<p>Communications between and among board members</p>	<p>1-on-1 communication. E-mail (no “reply all”). Phone calls.</p>

Communications between board members and the superintendent	<p>As appropriate, superintendent will Cc other board members when responding to requests for information by an individual board member.</p> <p>Friday Memo</p> <p>Individual calls, e-mails, meetings, as needed.</p> <p>Quarterly 1-on-1.</p>
Communications between board members and staff (including requests for information)	<p>Communication should be directed to the superintendent, who will then direct staff, as appropriate.</p> <p>Information request responses will be sent to all board members.</p>
Assignment of committee members	<p>Volunteer, by interest. If needed, chairman will assign. Seniority given to board service.</p>
Committee reporting expectations	<p>The chairman of the committee will report at each board meeting.</p>
Responding to media inquiries	<p>The chairman, or board designee, is the official media spokesperson for the board.</p>
Use of social media	<p>Board members are encouraged to share official LCS content.</p> <p>**Board members should not create/alter content regarding the division or speak/post on behalf of the board.</p> <p>**Discussion re: being Facebook friends with fellow board members.</p>
How, when and whom to notify about visiting school sites	<p>Requests for official school visits should be coordinated with the principal and superintendent Cc'd.</p>
How, when and whom to notify about volunteering in schools or at school events	<p>Board members will notify the superintendent.</p>
How, when and whom to notify about attending	<p>Encouraged. No notification required.</p>

school events (concerts, sporting events, etc.)	
Expectations for participation in professional development	In accordance with the Code of Virginia §22.1-253.13:5 (A) and (D)
Expectations for participation in meetings and conferences	In accordance with the Code of Virginia 22.1-253.13:5 (A) and (D)
When and how the board evaluates the superintendent	In accordance with the Superintendent’s Evaluation Document adopted by the Lynchburg City School board on August 20, 2013.
When and how the board conducts a self-evaluation	TBD
When and how the board monitors and updates the comprehensive plan	Official review annually at school board retreat. Ongoing use for alignment with budget, status on progress, etc.

Violation of these norms and protocols will result in the following actions:

VIOLATION 1

Through consensus, the chairman speaks with school board member.

VIOLATION 2

Through consensus, the chairman sends a letter to the school board member.

VIOLATION 3

Through consensus, the chairman reports violations to Lynchburg City Council as information for its deliberation in the re-appointment process.

VIOLATION 4

Agenda Report

Date: 08/02/16

Agenda Number: G-1

Attachments: Yes

From: Michael J. Nilles, Chairman

Subject: School Board Finance Committee

Summary/Description:

In an effort to keep school board members more informed about the school division's operating budget, the school board formed and approved a finance committee. Membership is determined by the school board chairman and includes the superintendent, the chief financial officer, and three school board members. Membership also includes the chairman and an alternate school board member, but they serve as ex-officio members. The committee meets quarterly or as needed at noon at the School Administration Building. Specific dates will be determined.

This committee assumed the responsibilities of the school division's Internal Audit Committee. That committee's purpose was to review reports from the Office of Internal Audit and to make suggestions for areas to be audited. Further, internal audits assisted officials and management in carrying out their responsibilities by appraising the effectiveness, efficiency, and accurateness of activities and programs.

Proposed membership for the committee includes:

James A. Coleman
Derek L. Polley
Katie K. Snyder
(Alternate)

These members will serve from August 2, 2016 – June 30, 2017.

A copy of the guidelines for the finance committee appears as an attachment to this agenda report.

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

Recommendation:

The chairman recommends that the school board approve the membership of the School Board Finance Committee for the period August 2, 2016 – June 30, 2017.

Finance Committee Guidelines

Purpose

The purpose of the Finance Committee is to monitor the school operating budget revenues and expenditures, to monitor the school division's fund balance, to review student enrollment reports, to review financial reports on a quarterly basis to determine if any revenue or expenditure adjustments are necessary during the fiscal year, and to review the management letter prepared as a result of the annual audit. The committee will also review reports from the Office of Internal Audit and make suggestions for areas to be audited. Internal audits assist officials and management in carrying out their responsibilities by appraising the effectiveness, efficiency, and accuracy of activities and programs.

To facilitate the Finance Committee's meetings, the agenda is divided into two sections: General Business and Other Information. The following is an example of items that might be included in those sections.

I. General Business

1. Proposed Amendments to Fiscal Management Policies
2. Review of Revenue Projections
3. Quarterly Financial Reports
4. School Operating Fund Balance
5. Student Enrollment Trends
6. Internal Audit

II. Other Information

Agenda items designated as other information do not require immediate school board action. They are presented as informational items or to inform school board members about pending issues. Those items could include changes in accounting identified by the Governmental Accounting Standards Board (GASB), changes in Virginia Retirement System costs, and/or the receipt of grants that will impact the school operating budget.

The school board chairman will appoint three committee members who shall be the sole voting members during the first regular school board meeting in August. Participants would also include the superintendent, the chief financial officer, the chairman, and an alternate school board member. The chairman and the alternate school board member will serve as ex-officio members.

The chairman of the committee will be determined by the three voting members at the committee's first meeting. The school board chairman, the alternate school board member, and the school administrators are non-voting members.

The school board will consider the following financial items during its regular business meetings:

- Capital Improvement Plan
- School Operating Budget
- Proposed Capital Improvement Projects
- Requests for Funding by Outside Agencies
- Fund Balance
- Third Quarter Adjustments

Agenda Report

Date: 08/02/16

Agenda Number: G-2

Attachments: No

From: Michael J. Nilles, Chairman

Subject: Friends of the E. C. Glass Art Collection

Summary/Description:

In May 2011, the Lynchburg City School Board appointed Ms. Jettie M. Waller to serve as a representative on the board of the Friends of the E. C. Glass Art Collection. This is in accordance with Article IV of the by-laws established by the Friends' board which state that a school board member shall be included as a member of the board of directors. Ms. Waller's service on the board of directors ended with her resignation as a school board member.

During this presentation the school board will appoint a school board member to serve on the board of directors for the Friends of the E. C. Glass Art Collection.

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

Recommendation:

The chairman recommends that the school board nominate and approve a school board member to serve on the board of directors for the Friends of the E. C. Glass Art Collection.

Agenda Report

Date: 08/02/16

Agenda Number: G-3

Attachments: No

From: Scott S. Brabrand, Superintendent

Subject: School Board Retreat

Summary/Description:

The Lynchburg City School Board will conduct its annual retreat in October 2016. During this presentation, the school board will begin the process of identifying topics for the agenda and select a date for the retreat.

Disposition: Action
 Information
 Action at Meeting on:

Recommendation:

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