



VIRGINIA BEACH CITY PUBLIC SCHOOLS

CHARTING THE COURSE

School Board Services

Carolyn T. Rye, Chair
District 5 - Lynnhaven

Kimberly A. Melnyk, Vice Chair
District 7 – Princess Anne

Beverly M. Anderson
At-Large

Sharon R. Felton
District 6 – Beach

Jennifer S. Franklin
District 2 – Kempsville

Dorothy M. Holtz
At-Large

Laura K. Hughes
At-Large

Victoria C. Manning
At-Large

Jessica L. Owens
District 3 – Rose Hall

Trenace B. Riggs
District 1 – Centerville

Carolyn D. Weems
District 4 - Bayside

Aaron C. Spence, Ed.D., Superintendent

School Board Regular Meeting Proposed Agenda **Tuesday, August 9, 2022**

School Administration Building #6, Municipal Center
2512 George Mason Drive
P.O. Box 6038
Virginia Beach, VA 23456
(757) 263-1000

Public seating will be made available on a first-come, first-served basis. Members of the public will also be able to observe the School Board Meeting through livestreaming on www.vbschools.com, broadcast on VBT Channel 47, and on Zoom through the link below.

Attendee link: https://us02web.zoom.us/join/wn_ZUzc8ZicQpyFVTfgl2xtUA Call-in (301) 715-8592 ID 837 3178 8535

The School Board's expectations regarding decorum, order and public comments can be found in School Board Bylaws [1-47](#) and [1-48](#). Public comment is always welcome by the School Board through their group e-mail account at SchoolBoard@VBCPSboard.com or by request to the Clerk of the School Board at (757) 263-1016. Requests for accommodations should be discussed with the Clerk of the Board by 9:00 a.m. on August 8, 2022.

- 1. Administrative, Informal, and Workshop (Einstein.Lab) 4:00 p.m.**
 - A. School Board Administrative Matters and Reports
 - B. Varsity Sports Entry Prices
 - C. Maximizing Student Engagement: Cell Phone Update
 - D. School Administration Building Move to Holland Road Annex
- 2. Closed Session (as needed)**
- 3. School Board Recess 5:30 p.m.**
- 4. Formal Meeting (School Board Chambers) 6:00 p.m.**
- 5. Call to Order and Roll Call**
- 6. Moment of Silence followed by the Pledge of Allegiance**
- 7. Student, Employee and Public Awards and Recognition**
 - A. Kellam High School – 100 Butterfly Class 6A State Competition, first-place winner
 - B. Kellam High School – State Wrestling Champion
 - C. Kellam High School – State VHSL Forensics Competition, first-place winner
 - D. Kellam High School – Virginia Law Related Education (VLRE) Mock Trial state winners
 - E. Cox High School – VHSL Class 5 State Champions, field hockey
 - F. First Colonial High School – State Champions, debate
 - G. Ocean Lakes High School – VHSL State Girls Pole Vault Champion
- 8. Adoption of the Agenda**
- 9. Superintendent's Report (second monthly meeting)**
- 10. Approval of Meeting Minutes**
 - A. July 18-19, 2022 School Board Retreat / Abridged School Board Meeting **Added 08/08/2022**



VIRGINIA BEACH CITY PUBLIC SCHOOLS CHARTING THE COURSE

School Board Regular Meeting Proposed Agenda (continued)
Tuesday, August 9, 2022

11. Public Comments (until 8:00 p.m.)

The School Board will hear public comments at the August 9, 2022 School Board Meeting. Citizens may sign up to speak by completing the [online form here](#) or contacting the School Board Clerk at 263-1016 and shall be allocated three (3) minutes each. Sign up for public speakers will close at noon on August 9, 2022. Speakers will be provided with further information concerning how they will be called to speak. In person speakers should be in the parking lot of the School Administration Building, 2512 George Mason Drive, Building 6, Municipal Center, Virginia Beach, Virginia 23456 by 5:45 p.m. August 9, 2022. Speakers signed up to address the School Board through Zoom or by telephone should be signed into the School Board Meeting by 5:45 p.m. All public comments shall meet School Board Bylaws, 1-47 and 1-48 requirements for Public Comment and Decorum and Order.

12. Information

- A. Policy Review Recommendations:
 - 1. Bylaw 1-47/Public Comments at School Board Meetings
 - 2. Appendix B/School Board Standing Rules
 - 3. Policy 3-22/Tuition Fees
 - 4. Policy 3-65/Security of Buildings and Grounds/Cell Phones and other Portable Telecommunications Devices
 - 5. Policy 5-14/School Attendance Zones
 - 6. Policy 6-46/Extracurricular Activities
 - 7. Policy 6-48/Middle School Activities Program
 - 8. Policy 6-51/Scheduling for Instruction
 - 9. Policy 6-53/Grouping Instruction

13. Return to public comments if needed

14. Consent Agenda

- A. Creeds Elementary School Library Lease Agreement

15. Action

- A. Personnel Report / Administrative Appointments **Updated 08/10/2022**
- B. Public-Private Education Facilities and Infrastructure Act (PPEA)
- C. Disposition of School Board Owned Property (Laskin Road Annex) Update

16. Committee, Organization or Board Reports

17. Return to Administrative, Informal, Workshop or Closed Session matters

18. Adjournment



Subject: Varsity Sports Entry Prices **Item Number:** 1B

Section: Workshop **Date:** August 9, 2022

Senior Staff: Matthew D. Delaney, Chief Schools Officer

Prepared by: David E. Rhodes, Coordinator of Student Activities

Presenter(s): David E. Rhodes, Coordinator, Office of Student Leadership

Recommendation:

That the School Board receive information regarding ticket prices for varsity sports.

Background Summary:

An overview and rational of ticket pricing for high school varsity sports will be provided.

Source:

Office of Student Activities in the Department of Student Leadership

Budget Impact:

N/A



Subject: Maximizing Student Engagement - Cell Phone Update **Item Number:** 1C

Section: Workshop **Date:** August 9, 2022

Senior Staff: Matthew D. Delaney, Chief Schools Officer

Prepared by: Matthew D. Delaney, Chief Schools Officer

Presenter(s): Matthew D. Delaney, Chief Schools Officer

Michael B. McGee, Director of Student Leadership

Recommendation:

That the School Board receive information on the challenges of cell phones in the classroom and the impact on student engagement.

Background Summary:

A number of stakeholder groups were consulted, which led to the decision to ban the use of cell phones and ear buds in the instructional setting.

Source:

Department of School Leadership

Budget Impact:

N/A



Subject: School Administration Building Move to Holland Road Annex **Item Number:** 1D

Section: Administrative, Informal, and Workshop **Date:** August 9, 2022

Senior Staff: Jack Freeman, Chief Operations Officer

Prepared by: Melisa A. Ingram, Executive Director of Facilities Services

Presenter(s): Melisa A. Ingram, Executive Director of Facilities Services

Recommendation:

That the school board will receive information on upcoming improvements at the School Administration Building and the utilization of Holland Road Annex as a swing space.

Background Summary:

The school board was briefed in a workshop on April 5, 2022. A contract for the School Administration Building HVAC Replacement was approved on May 24, 2022.

Source:

N/A

Budget Impact:

N/A



Subject: School Board Recognitions Item Number: 7A-G

Section: Student, Employee and Public Awards and Recognitions Date: August 9, 2022

Senior Staff: Natalie Allen, Chief Communications and Community Engagement Officer

Prepared by: David Schleck, Public Relations Coordinator, Department of Communications and Community Engagement

Presenter(s): Kimberly A. Melnyk, Vice Chair

Recommendation:

That the School Board recognize the outstanding accomplishments of those receiving the Aug. 9, 2022, School Board recognitions. These designated achievements should not be taken lightly as they fall within a listing of criteria that require achievements including a national or state-level win in a competition, event, or achievement. Examples would be those of National Merit Finalists, taking first place for a state-level sports competition, or other similar meritorious examples. This meeting we will recognize:

1. Kellam High School — 100 Butterfly Class 6A State Competition, first-place winner
2. Kellam High School — State Wrestling Champion
3. Kellam High School — State VHSL Forensics Competition, first-place winner
4. Kellam High School — Virginia Law Related Education (VLRE) Mock Trial state winners
5. Cox High School — VHSL Class 5 State Champions, field hockey
6. First Colonial High School — State Champions (debate)
7. Ocean Lakes High School — VHSL State Girls Pole Vault Champion

Background Summary:

That the School Board allow time during School Board meetings to recognize students and/or staff who have accomplished notable recognitions that fit within the parameters of the School Board recognition criteria.

Recognition Criteria:

1. Achievement of *first or second place in national competitions/events*.
2. Achievement of *national recognition* for outstanding achievements, i.e., National Merit Finalists.
3. Achievement of *first place in regional* (multi-state) competitions/events.
4. Achievement of *first place in state competitions/events*.
5. Achievements *beyond the scope of regular academics/activities and/or job performance*.

Source:

Utilizing data from submissions made to the Department of Communications and Community Engagement, which have been approved by school principals or department heads recognizing a notable achievement from a student or staff member fitting the Board recognition parameters.

Budget Impact:

None



Subject: Approval of Minutes **Item Number:** 10A

Section: Approval of Meeting Minutes **Date:** August 9, 2022

Senior Staff: N/A

Prepared by: Regina M. Toneatto, School Board Clerk

Presenter(s): Regina M. Toneatto, School Board Clerk

Recommendation:

That the School Board adopt the following set of minutes as presented:

- A. July 18-19, 2022 School Board Retreat / Abridged School Board Meeting

***Note:** Supporting documentation will be provided to the School Board under separate cover prior to the meeting.

Background Summary:

N/A

Source:

Bylaw 1-40

Budget Impact:

N/A



VIRGINIA BEACH CITY PUBLIC SCHOOLS CHARTING THE COURSE

School Board Services

Carolyn T. Rye, Chair
District 5 - Lynnhaven

Kimberly A. Melnyk, Vice Chair
District 7 - Princess Anne

Beverly M. Anderson
At-Large

Dorothy M. Holtz
At-Large

Jessica L. Owens
District 3 - Rose Hall

Sharon R. Felton
District 6 - Beach

Laura K. Hughes
At-Large

Trenace B. Riggs
District 1 - Centerville

Jennifer S. Franklin
District 2 - Kempsville

Victoria C. Manning
At-Large

Carolyn D. Weems
District 4 - Bayside

Aaron C. Spence, Ed.D., Superintendent

School Board Retreat/Abridged Meeting MINUTES
Monday, July 18, and Tuesday, July 19, 2022
Professional Development Center
641 Carriage Hill Road
Virginia Beach, VA 23452
(757) 263-1000

MONDAY, JULY 18, 2022

Chair Rye convened the School Board Retreat at 8:47 a.m. on the 18th day of July 2022 and welcomed members of the staff as well as members of the public. Chairwoman Rye reviewed the agenda for the day.

The following School Board members were present: Chair Rye, Vice Chair Melnyk (arrived 8:57 a.m.), Ms. Anderson, Ms. Felton, Ms. Franklin, Ms. Holtz, Ms. Hughes, Ms. Manning, Ms. Owens (arrived 8:53 a.m.), Ms. Riggs, and Ms. Weems.

David Din, Chief Information Officer, provided a brief overview of the microphone system for the retreat. Superintendent Spence mentioned staff members were available to answer School Board member's questions.

Future Ready Update: Kipp Rogers, Ph.D., Chief Academic Officer provided an introduction and overview of the presentation; shared a brief video; mentioned the strategic plan and the graduate profile; Dr. Rogers introduced Aaron Arnold, Hampton Roads Workforce Council Specialist, Department of Teaching and Learning. Mr. Arnold continued the presentation and provided a brief overview of Future Ready vision for Work-Based Learning – provisionally calling the program Field-X; driving factors: College, Career, and Civic Readiness Index (CCCRI) and Compass to 2025; field experiences go beyond the classroom; emphasizing direct experience that is: authentic, in the field, co-curricular, partner-connected, visible, scaffolded; future ready: students – meet all four CCCRI components, programs – flexible integration, equitable access, automated processes, sustainable partnerships, region – diversified workforce, diversified economy, mitigated out-migration; discussed digital platforms – Transeo, Salesforce; reviewed common barriers to success in programs such as: transportation and proximity, time and scheduling, competition for resources with other districts; reviewed solutions to barriers: build internal opportunities (Grow Your Own), develop mass, coordinated service learning and externships, champion entrepreneurship and school-based enterprise; District C Teamship - collaborating with Hampton Roads Workforce Council and 757 Regional Internship Collaborative toward a regional implementation; teamship concept – real business partners bring real problems to a student team, consult with partner to develop a solution to problem, pitch the concept to the partner, in many instances, partner adopts the student solution for actual application; benefits for VBCPS – embedded in class time, meet the 40-hour externship requirement, promotes student ownership of learning, equitable in terms of scheduling and transportation, curriculum is turnkey, easily replicable across sites and classes, District C support business development; benefits for partners – can reach more students, opportunity to vet students for more intensive opportunities, provides a forum to workshop problems.

Matthew Delaney, Senior Executive Director of High School Education, Department of School Leadership continued the presentation and shared some examples of virtual work based learning from Landstown High School, Kempsville High School and First Colonial High School; recapped challenges – time, location, travel; trying to mitigate challenges; brief recap of technology developments over the past few years, such as: digital whiteboards in classrooms, virtual instruction, 1:1 devices for students, internet access, learning management system, support for teachers and students, access to materials and resources, share learning with parents, synchronous and asynchronous learning through the pandemic; use of current technology – Google Apps, face-to-face peer tutoring and virtual tutoring; build on technology resources in the future; distance learning; flexible scheduling.

David Din, Chief Information Officer, continued the presentation and discussed distance learning; two forms of distance learning: Virginia Beach Digital Campus (started in 2006, provides asynchronous instruction, summer enrollment 2240) and Distance Learning Lab (started in 2000, provides concurrent, hybrid instruction to both in person students and remote students in other building, 2022-2023 Distance Learning program numbers – middle school: 1,570 students enrolled, high school: 662 students enrolled; expansion of Distance Learning programs: use best practices, provide teachers with additional supports, expand course offerings, equip classrooms with smarter technology to elevate the experience for teachers and students; components of collaborative classrooms for hybrid instruction: multiple screens, smart camera, smart microphones and speakers, document camera; Mr. Din provided a demonstration of the technology/equipment; shared teacher feedback.

The presentation continued with questions and comments regarding teachers in the distance learning program; impressed with setup; cost to set-up equipment in classroom; challenges with distance learning (getting into the room); soft skills and durable skills; clarification on the digital

School Board of the City of Virginia Beach
Plaza Annex – Professional Development Center
641 Carriage Hill Road
Virginia Beach, VA 23452

Monday, July 18, and Tuesday, July 19, 2022
School Board Retreat and Abridged Meeting
Page 2 of 13

School Board Retreat/Abridged Meeting MINUTES
Monday, July 18, and Tuesday, July 19, 2022
Professional Development Center
641 Carriage Hill Road
Virginia Beach, VA 23452
(757) 263-1000

learning model; teacher difficulty in learning to use technology; future-ready students; automated process; technology infrastructure; smart camera and smart mic; support for teachers/assistants; teacher input; class size; equity of program; advanced courses; communication/marketing of program.

The presentation concluded at 10:09 a.m.

Mental Health Task Force Update: Kipp Rogers, Ph.D., Chief Academic Officer provided a brief introduction and Robert Jamison, Executive Director, Student Support Services continued the presentation; reviewed the presentation topics (task force structure, recommendations, work team outcomes, next steps); reviewed Task Force members and community partnerships including School Board members, Ms. Owens, and Ms. Weems; mental health barriers: access, identification, stigma, awareness; reviewed the organizational structure of the Mental Health Task Force work teams; Task Force recommendations: Access - detailed protocols for responding to mental health crisis, framework for student transition plan following crisis, 24/7 direct referral system; Identification – increase behavior and mental health staffing, review roles and responsibilities of staff, research-based mental health training; Awareness – community and school mental health awareness events, student mental health empowerment clubs; Stigma – promote resources for staff well-being and gather feedback, create VBCPS mental health resource page; reviewed work team outcomes for each category/group: Access - suicidal ideation resource for school counselors, return to school plan of action meeting form, Rapid Response Program (elementary students), Bridge Program (secondary students); Identification – request additional allocations for school counselors, psychologists, and social workers to support students in schools, identified what staff need to Know, Understand, and Do related to students' mental health needs to inform upcoming professional learning; Stigma – reviewing resources available to staff, FACE well-being resources, Life's a Beach podcast series; shared a video from the podcast series; Awareness – outlined potential opportunities to integrate mental health awareness into school based and division wide events, the idea of Teen Mental Health Empowerment Groups, infographic by LSA students; next steps: August-September 2022 – share new resources and begin offering training for select staff groups, check-in with work team leaders, send communication to Mental Health Task Force; October 2022 – conduct 1st Mental Health Task Force meeting and share vision for work teams, begin work team meetings and collaboratively establish goals for each team.

Chair Rye recognized School Board members Ms. Weems and Ms. Owens for their involvement with the Mental Health Task Force; Ms. Weems shared she was part of the Stigma work team, community partnerships, able to destigmatize mental health and provide resources; Ms. Owens shared group is part of her goal, collaborative work with school division and community partners, continuous process; the presentation continued with questions and comments regarding newsletter; alternative resources (yoga/meditation); stigma among staff (employee relations, benefits office, EAP); community partnerships; resources available to parents (handout); sustainability of community partnerships; and costs.

Recovery School: Matthew Delaney, Senior Executive Director of High School Education, Department of School Leadership began the presentation and acknowledged Dr. Soltner and School Board member, Ms. Weems for their efforts in this endeavor; defined what is a recovery school – primary purpose of a recovery school is to educate students in recovery from substance use with an educational and recovery focus; referred to *Compass to 2025* – Goal 2 is focused on student well-being, focusing on creating a learning environment that supports the physical and mental health of all students; reviewed 2021-22 school year discipline data regarding substance abuse offenses; Mr. Delaney introduced Robert Jamison, Executive Director of Student Support Services, who continued the presentation.

Provided information on what a recovery school offers; in addition to providing traditional educational services, recovery schools often include: focusing on relapse prevention, encouraging healthy choices and the use of a wide range of social services, teaching problem solving and social emotional skills, providing a sober peer group; VBCPS has researched recovery schools through the Association of Recovery Schools, visited the Coastal Preparatory High School (NJ), researched potential site locations, researched grant possibilities, assembled a working committee, developed a draft purpose and description of the program following Policy 6-24.2; seeking permission from the School Board to proceed with exploring the possibility of developing a recovery school.

The presentation continued and Ms. Weems thanked the staff for their help, stated there is a need for the recovery school, Ms. Weems did presentations at high schools regarding substance issues, hoping for support of School Board to continue the process regarding the development of a recovery school; questions and comments continued regarding student eligibility; how to determine eligibility; site location; screening tool/assessment; location and cost to be determined; separate from discipline; academic support while getting counseling; format of the school in New Jersey; teacher staff; local partnerships; marketing of program; consensus from School Board to proceed – yes; Mr. Delaney outlined the next steps: secure a program location, finalize and submit grant applications, provide a progress update to the School Board, finalize purpose and description of the program following Policy 6-24.2; seek School Board approval (possibly November), open Recovery School (possibly August 2023).

At 11:30 a.m., there was a break for lunch. The retreat reconvened at 12:33 p.m. for the afternoon presentations.

Advancing Educational Equity in VBCPS: Sebrina Lindsay-Law, Ed.D., Coordinator of Equity and Opportunity presented an update to the School Board regarding the division's work related to advancing educational equity and the development of the division's equity plan; reviewed outline of

School Board of the City of Virginia Beach
Plaza Annex – Professional Development Center
641 Carriage Hill Road
Virginia Beach, VA 23452

Monday, July 18, and Tuesday, July 19, 2022
School Board Retreat and Abridged Meeting
Page 3 of 13

School Board Retreat/Abridged Meeting MINUTES
Monday, July 18, and Tuesday, July 19, 2022
Professional Development Center
641 Carriage Hill Road
Virginia Beach, VA 23452
(757) 263-1000

presentation and reflection sheet; mentioned components of Policy 5-4; reviewed educational equity planning timeline; extended thanks to School Board members Ms. Owens and Ms. Weems for serving on the Administrative Equity Planning Committee; provided overview of meetings: meeting 1 – introductions and charge, hopes and fears; hopes – plan will be put into action with accountability for follow-through, will result in improved outcomes for students; fears – plan will not be implemented, some student groups will be ignored, politics will get in the way; showed the Equity Plan Checklist and gave a few minutes to review; meeting 2 – reviewed community input from stakeholder feedback sessions and key data, identified potential strategies to include on the equity survey, committee members selected three choices of focused areas; reviewed respondent data from the educational equity survey – largest stakeholder group were students and second largest group was parents; noted survey was developed based on results from the equity assessment, input received as part of the stakeholder feedback sessions, *Compass to 2025*, and committee input; showed the data results from the seven focus areas of survey, paused to have School Board members review data slide; meeting 3 – workgroups were designed based on choice and external/internal expertise, engaged in small group work to define success, reviewed survey findings, initial identification of high leverage strategies; meetings 4 & 5 – engaged in small group work to draft action steps to support high leverage strategies informed by *Compass to 2025* goals and equity emphases, equity assessment recommendations, community-wide survey, and committee expertise.

Reviewed *Compass to 2025* goals and equity strategies; Goal 1 – Educational Excellence: focus area – ensure diverse cultures and perspectives are positively represented in the curriculum; equity strategy – incorporate multicultural resources and materials into the curriculum at all levels, develop and embed protocols in curriculum that help facilitate effective classroom discussions from multiple perspectives; Goal 2 – Student Well-Being: focus area – create an environment where all students feel safe, welcome, and included, address student discipline disparities; equity strategy – implement prevention and intervention strategies and alternatives to suspension, increase the number of diversity of mentorship opportunities, amplify student voice to ensure a sense of belonging across diverse student groups; Goal 3 – Student Ownership of Learning: focus area – increase access to and success in rigorous learning opportunities for all students; equity strategy – increase awareness around entry points and support for students interested in enrolling in advanced coursework and programs; Goal 4 – An Exemplary, Diversified Workforce: focus area – recruit, retain, and promote a workforce representative of the diverse student population; equity strategy – increase employee retention by fostering a positive working environment, continue to strengthen the recruitment and selection process; Goal 5 – Mutually Supportive Partnerships: focus area – increase opportunities for stakeholders to be informed and involved; equity strategy – create an accessible partnership database, create an accessible database of translators; Goal 6 – Organizational Effectiveness & Efficiency: focus area – ensure equitable allocation of resources across schools and students; equity strategy – develop and publish an equity data dashboard, collaborate with community, business, or organizations to help fund/support equitable opportunities to level the “playing field”.

Reviewed committee accomplishments: developed an Equity Plan Checklist, informed the development of the equity community survey, provided feedback into the metrics for an equity data dashboard, identified high-leverage strategies and drafted action steps; reviewed timeline; provided time for School Board members to complete the geometric form reflection; the presentation continued with questions and comments regarding rigorous learning opportunities; restorative practices; reference to previous School Board workshop presentation; participation with students, community, and partners; student voice; overlap with mentorship, student readiness; parent involvement; collaboration with PTSA/PTA; awareness of parents – various programs and application process; discussion regarding Goal 4; teacher recruitment; student representatives; gathering feedback to finalize plan; allowed additional time to complete the geometric form reflection.

The presentation concluded at 1:48 p.m. There was a break from 1:48 p.m. to 2:14 p.m. The retreat reconvened at 2:15 p.m.

Tri-Campus: Information and Discussion: Heidi Janicki, Ph.D., Director of Research and Evaluation, Melisa Ingram, Executive Director of Facilities Services and Jack Freeman, Chief Operations Officer provided an overview of the Tri-Campus which includes Diamond Springs, Newtown, and Bettie F. Williams Elementary Schools; Dr. Janicki began with an overview of the presentation: history, review of historical academic performance data, attendance zone considerations, design or replacement school; Tri-Campus history: approval of new elementary school due to overcrowding at Newtown and Bettie F. Williams Elementary Schools, January 2004 - task force formed, option considered – three separate elementary schools, tri-campus community campus approach, task force recommended tri-campus community campus approach, gathered parent feedback through survey (80% response rate, 67% preferred the community campus approach), 2007-2008 Diamond Springs opened and grade levels were split across schools; data review methodology – reviewed data over time where possible, reviewed VBCPS division wide data for reference, data challenges (e.g., climate results, discipline, attendance); reviewed historical academic data – SOL data, reading on grade level data review summary: SOL passing rate patterns did not suggest a negative impact of the tri-campus configuration on achievement around the time of the change, gaps in passing rates with the division have increased in more recent years which may be related to other factors, especially the COVID-19 pandemic for 2020-21 SOL results, reading data from the DRA in grades K-1 showed a pattern of results were Dimond Springs consistently outperformed the division and comparable school.

Ms. Ingram continued the presentation; reviewed attendance zones for Tri-Campus; SY2001-02 capacity data: Newtown 59.7% over capacity, Williams 29.7% over capacity; SY2002-03 rezoning implemented to relieve overcrowding; SY2006-07 Newtown 10.2% over capacity, Williams 18.3% over capacity; SY2007-08 Diamond Springs Elementary School opens, Newtown Elementary School replaced, rezoning implemented to create a

School Board of the City of Virginia Beach
Plaza Annex – Professional Development Center
641 Carriage Hill Road
Virginia Beach, VA 23452

Monday, July 18, and Tuesday, July 19, 2022
School Board Retreat and Abridged Meeting
Page 4 of 13

School Board Retreat/Abridged Meeting MINUTES

Monday, July 18, and Tuesday, July 19, 2022

Professional Development Center
641 Carriage Hill Road
Virginia Beach, VA 23452
(757) 263-1000

unified zone of 3 schools; SY2021-22 Tri-Campus -8.9% under capacity; reviewed Tri-Campus attendance zone; discussed the Williams ES/Bayside 6th Replacement project (CIP 1-028); reviewed the PPEA process – design (2022), bid (2023), move-in (2025); programmed – grades 4, 5, & 6; new school planning size: +/- 145,000 SF; optimal capacity: 950 students.

Mr. Freeman continued the presentation; reviewed items requesting School Board input – maintain current Tri-Campus organization or transition to more typical K-5 model at each school, grade 6 wing at Williams; reviewed design/bid/build process – Spring 2025 – confirm grades 4, 5, 6 or change to K-5 (+6), SY27-28 if grades k-5 (& 6 Williams ES) rezoning/BUC; PPEA process – September 2022 confirm grades 4, 5, 6 or change to K-5 (+6), SY24-25 if grades K-5 (& 6 Williams ES) rezoning /BUC; number of transitions at Tri-Campus; possibility for community input; open for input from the School Board; the presentation continued with questions and comments regarding number of buildings for either model; 6th grade campus background, school readiness for middle school, lower class size; modifications to buildings if move to a K-5 model; visit population and get input; concerns with number of transitions; need for community input; separate PTA's for each building; start/stop times for each school; staff turnover; share additional thoughts with Superintendent Spence; create an input process; follow-up with the School Board.

School Board Budget Priorities: Crystal Pate, Chief Financial Officer began the presentation and shared information regarding the national economy; prediction that the U.S. real GDP (gross domestic product) will ultimately increase at an annual rate of 2.2% in 2022 and forecasted to increase 1.8% in 2023, labor market added 390,000 jobs to payroll in May, national unemployment rate in U.S. will average 3.8%, predict the consumer price index (CPI) will increase by 6.5% in 2022; Virginia economy – employment growth continues and the unemployment rate remains low, GDP in Virginia and Hampton Roads is forecasted to increase by 2.4%, local economists predict the CPI will increase by 2.4% in 2022; Hampton Roads economy – unemployment rate declined to 3.3% in April primarily driven by people exiting the labor force instead of a robust recovery in employment, 3% fewer jobs in the region as of April 2022, expect median sale prices and home values to rise in 2022, GDP in 2022: 2.4% down from 3.0% in 2021, unemployment rate in 2022: 3.3% down from 4.5% in 2021, region's hotel industry recovered its losses seen in 2020, hotel revenues are forecasted to rise by 8.4% in 2022; reviewed some regional economic performance indicators; shared slide of unfunded priorities (formally called unmet needs); operating priorities total \$16,486,531; reviewed list for FY2023-24: 5% compensation increase per state funding (SOQ positions), increase baseline budget for bus driver salary increase, increase baseline budget for police wage increase in the Athletic Fund, interactive whiteboard replacement, review for consideration positions and programs currently funded through ESSER/ARP funding, balance one-time need funds; reviewed factors which impact VBCPS' budget: employee compensation and workforce challenges, programmatic priorities, enrollment fluctuations, local funding source assurances, allocations from various funding sources (federal, state, local, grant funding), rising cost of operating expenses and services (fuel, utilities), state and federal mandates, changes with the Virginia Retirement System (VRS); provided an overview of the proposed budget calendar.

The presentation continued with questions and comments regarding the revenue sharing formula; federal funding; compensation; minimum wage.

After the presentation, Chair Rye provided a brief wrap-up and reviewed the Day 2 retreat schedule; thanked colleagues and presenters. The Day 1 retreat ended at 3:36 p.m.



VIRGINIA BEACH CITY PUBLIC SCHOOLS CHARTING THE COURSE

School Board Services

Carolyn T. Rye, Chair
District 5 – Lynnhaven

Kimberly A. Melnyk, Vice Chair
District 7 – Princess Anne

Beverly M. Anderson
At-Large

Dorothy M. Holtz
At-Large

Jessica L. Owens
District 3 – Rose Hall

Sharon R. Felton
District 6 – Beach

Laura K. Hughes
At-Large

Trenace B. Riggs
District 1 – Centerville

Jennifer S. Franklin
District 2 – Kempsville

Victoria C. Manning
At-Large

Carolyn D. Weems
District 4 – Bayside

Aaron C. Spence, Ed.D., Superintendent

School Board Retreat/Abridged Meeting MINUTES
Monday, July 18, and Tuesday, July 19, 2022
Professional Development Center
641 Carriage Hill Road
Virginia Beach, VA 23452
(757) 263-1000

TUESDAY, JULY 19, 2022

Chair Rye convened the School Board Retreat at 8:46 a.m. on the 19th day of July 2022 and welcomed members of the staff as well as members of the public. Chairwoman Rye reviewed the agenda for the day including the abridged School Board meeting.

The following School Board members were present: Chair Rye, Vice Chair Melnyk (arrived 8:50 a.m.), Ms. Anderson, Ms. Felton, Ms. Franklin (arrived 8:50 a.m.), Ms. Holtz, Ms. Hughes, Ms. Manning, Ms. Owens, Ms. Riggs, and Ms. Weems.

School Board Compensation Philosophy: Cheryl Woodhouse, Chief Human Resources Officer began the presentation with a summary of the company Segal then introduced Paula Singer, Ph.D., Vice President & Senior Consultant from Segal; Dr. Singer continued the presentation and reviewed the outline – recap 2021 Board retreat discussion, gain consensus on VBCPS’ new compensation philosophy items (select market study comparators, define target market position), updated compensation philosophy; recap included total compensation philosophy (role of compensation and benefits, internal vs. external, comparison markets, systems, beyond market factors, communication, governance); reviewed *Compass to 2025* (Goal 4 – An Exemplary, Diversified Workforce) and Virginia Code 22.1-289.1; reviewed the current compensation philosophy; the School Board strives to provide a total employee compensation program that enables the school division to: attract and retain a highly qualified and diverse workforce, ensure fair and consistent pay practices, comply with applicable laws and regulations, operate within the constraints of fiscal resources while balancing and achieving educational goals; reviewed and discussed each point in the compensation philosophy; Point 1 – consensus to keep; Point 2 – discussion of verbiage “world class”; keep wording broad; consensus among group to remove first sentence and descriptor “Southeastern” Virginia – need to be competitive everywhere; reviewed the recommend five comparable and competing school divisions based on location and comparability (Chesapeake, Norfolk, Newport News, Chesterfield, Prince William County); shared a chart of comparison data for the school divisions; comments were shared regarding cost of living in Virginia Beach; concerns with comparison to northern Virginia; data used as a reference; public and private sector jobs and wages; local market area data; discussion continued regarding “economically competitive”; what is the target market position for compensation; where do we want our pay scale (among top 3, medium); compared to local districts; staff migrated to other districts; salaries; hard to staff positions; Point 3 – benchmarking and broad-banding; common roles – easy to match/recognized by other school divisions; diversity of job families, standard practice is to select benchmark jobs that represent at least half (50%) of workforce; reviewed employee groups; consensus to keep Point 3. Point 4 – reviewed examples of VBCPS’ current flexible practices – early commitment incentives, incentives for hard-to-fill positions, market-focused changes to grade assignments, bonus; consensus to keep Point 4; presenter reviewed Points 5-9; consensus to keep as is Point 5, 6, 7, 9; possibility of combining Point 4 and 8; Point 10 – discussion of part-time employees; removing Point 10; don’t need to specify certain employee group; consensus to remove Point 10; Point 11 – consensus to keep; Point 12 – discussion regarding concerns of setting a time frame (3-5 years); suggestion to use “as needed”; wording 3-5 years or as needed; Point 13 – revised wording with broader statement; the compensation philosophy will be made available to employees and the public at large.

After the presentation, there was a break from 9:58 a.m. to 10:15 a.m. The retreat reconvened at 10:15 a.m.

Staff Compensation Study Follow-Up: Survey Update: Paula Singer, Ph.D., Vice President & Senior Consultant from Segal reviewed the presentation topics: status update, employee survey results, next steps; reviewed project steps: project initiation and planning (completed), employee survey (completed), compensation philosophy (to be finalized, completed today during retreat), market assessment (starts soon), recommendations (mid-late Fall); reviewed remaining timeline; employee compensation opinion survey – web-based survey distributed to employees May 2022, goal was to understand employees’ perspectives, survey included: 13 multiple choice questions, 3 open-ended questions, 4 demographic questions; nearly two-thirds of employees completed the survey (62% participated in survey); overview of responses; reasons to join VBCPS – top three: reputation as a quality division, location or commuting time, benefits (such as health, retirement, paid leave, etc.); reasons to stay with VBCPS – top four: benefits, location, job security/stability, work schedule/hours; reasons employees leave VBCPS – top three: for better salary or pay level, for better future salary growth potential, management at the school/department; reviewed data regarding perceived

School Board of the City of Virginia Beach
Plaza Annex – Professional Development Center
641 Carriage Hill Road
Virginia Beach, VA 23452

Monday, July 18, and Tuesday, July 19, 2022
School Board Retreat and Abridged Meeting
Page 6 of 13

School Board Retreat/Abridged Meeting MINUTES
Monday, July 18, and Tuesday, July 19, 2022
Professional Development Center
641 Carriage Hill Road
Virginia Beach, VA 23452
(757) 263-1000

competitiveness of total compensation by category: salary – 47% stated about average, health benefits – 59% stated about average, career advancement opportunities – 62% stated about average, paid time off – 68% stated about average, retirement benefits – 70% stated about average, professional development/training – 58% about average; questions were discussed regarding health benefits, if based on current model; reviewed data regarding perceived competitiveness of work environment and culture by category: support from administration or management – 56% stated about average, support from parents/families/community – 61% stated about average, overall culture or work environment – 62% stated about average, physical work environment, facilities – 61% stated about average; priorities for improving recruitment and retention – two survey questions asked about suggestions to attract and keep employees; received over 5,000 comments; themes for improving recruitment and retention: student behavior (behavior and discipline) – many expressed need for assistance with student behavior challenges and support, workload (amount of work) – added responsibilities, large class sizes, elevated expectations, staffing shortages, listening (communication) – more and better two-way communication, respect (work culture) – need to treat all employees with respect, trust, dignity, and appreciation; a discussion followed regarding a baseline of categories; baseline on student behavior; teachers talking about discipline for a long time; reasons for leaving based on perception not exit surveys; reviewed next steps: share survey results with employees, finalize the compensation philosophy, confirm market study methodology – comparison organizations, benchmark jobs.

The presentation continued with questions and comments regarding task force on student behavior; concerns about student behavior; significant challenges with student behavior; administration has been working on this issue; behavior intervention specialists; student socialization; mental health task force; topic for future School Board presentation; reducing workload; Monday planning time for teachers during pandemic; workload issues time and scheduling; recruitment and retention; competition with private sector.

Staffing Challenges and Solutions: Cheryl Woodhouse, Chief Human Resources Officer and Anne Glenn-Zeljeznjak, Coordinator of Recruitment and Retention presented information regarding staff challenges and solutions; Ms. Woodhouse began the presentation with a reminder to public about employment opportunities with VBCPS and introduced Ms. Glenn-Zeljeznjak who continued with presentation; reviewed presentation topics: market conditions and challenges (national and state), staffing challenges, staffing solutions; mentioned *Compass to 2025* – Goal 4: An Exemplary, Diversified Workplace; shared data on state-reported teacher shortage, by subject areas in the U.S. 2022-2023: special education, science, mathematics, language arts, world languages, career/tech ed, English; market conditions: fewer students choosing teaching as a career, retention of teachers (attrition, mobility), shortages directly impact ability to hire teachers in specific areas (career & technology education, elementary education, secondary math, special education, world language), affordable housing; supply and demand; in Virginia enrollment numbers in teacher preparation program decline by 1,670 teacher candidates; decline in number of individuals who completed their teacher preparation program; 2022-2023 ten critical shortage teaching endorsement areas in Virginia: elementary education PreK-6, Special Education, middle education grades 6-8, career and technical education, mathematics grades 6-12 including Algebra I, Science – secondary, foreign language PreK-12, English – secondary, history and social sciences – secondary, health and physical education; staffing challenges nationwide: teacher compensation verses professionals with similar education, teacher ‘burnout’, number of teachers leaving the profession is not keeping up with the demand, professional respect; staffing challenges in Virginia Beach: student behavior, school climate, substitute shortage, lack of time to collaborate and work with peers, support after the first year of teaching, work-life balance; VBCPS staffing solutions: continue to bring awareness to state, local, and federal governments to provide competitive salaries, support staff who are pursuing a teaching license, expand partnerships with local universities/colleges, explore remote work opportunities for staff, seek additional funding to increase the tuition reimbursement program, continue to apply for grants that support recruitment and retention efforts; legislative staffing solutions: expand licensure reciprocity, deem all instructional positions as critical shortages, continue to review the need for licensure extensions, expand teacher loan forgiveness programs.

Matthew Delaney, Senior Executive Director of High School Education continue the presentation and shared school-based staffing solutions; provide constant feedback loops with principals and central support to include: allocation management and master schedule adjustments – maximize efficiencies with the master schedule, shift allocations within and across schools, master schedule checklist, recruit retirees; secondary level only: additional class allowances to include MS to HS and HS to MS, middle school students take courses at high school, distance learning/remote-hybrid/Virginia Beach Digital Campus options with Department of Teaching and Learning; other solutions (not ideal) utilize site-assigned substitutes, long-term substitutes, and teacher assistants, utilize school-based specialists, revisit the middle school schedule, monitor course offerings on the secondary level.

The presentation continued with questions and comments regarding marketing; part-time positions; school-based staff solutions; working remotely; middle school schedule; staffing schools; retirees coming back to work; helping individuals with provisional license; credentials of long term substitutes and teacher assistants to teach certain subjects; feedback from staff; reciprocity of teaching license; student loan forgiveness; military requirements and provisional license; Superintendent Spence took a moment and acknowledged the entire Human Resources team, and the need to recognize a serious, significant long-term problem in education.

The retreat took a break at 12:00 p.m. for lunch. During the lunch break, Viorica Harrison, Director of Food Services, presented information to the School Board regarding **Scratch Cooking Initiative Updates**; the Scratch Cooking Initiative focuses on Goal 2 – Student Well-Being,

School Board of the City of Virginia Beach
Plaza Annex – Professional Development Center
641 Carriage Hill Road
Virginia Beach, VA 23452

Monday, July 18, and Tuesday, July 19, 2022
School Board Retreat and Abridged Meeting
Page 7 of 13

School Board Retreat/Abridged Meeting MINUTES
Monday, July 18, and Tuesday, July 19, 2022
Professional Development Center
641 Carriage Hill Road
Virginia Beach, VA 23452
(757) 263-1000

Strategy 7, which aims to address physical health through nutrition and fitness programs; physical health and nutrition learning in the gardens – examples: Garden Breakfast Club at Seatack Elementary School, CROP Club at Old Donation School and Earthtastic at Landstown Complex; partnership with USDA; engaging students with hands-on learning; expanding the Scratch Culture in VBCPS – four prong approach: sustainability initiatives, curriculum integration, district support via Teaching and Learning, Food Services, and Facilities, Scratch cooking; curriculum connections through Scratch Cooking – Health/Physical Education: nutrition and meal planning, Mathematics – measurements and recipe conversions, Life Science/Biology – plants and life cycles, Earth Science – soils; goal – raised gardens and greenhouses at every school, summer 2022 – 18 garden school sites in progress for a total of 35; shared learning examples – learning about math with pancakes, mystery basket cooking lesson, education through YouTube videos – students making a cooking video; reviewed a brief Scratch schools timeline, total of 33 schools have Chef Scratch equipment; scratch recipes inspired by home cooking; how do they decide menu – student involvement, taste testing, and community feedback; noted some new Scratch menu items: flatbread pizza, fresh taco salad, chicken quesadilla & Mexicali corn, broccoli & cheese calzone; workforce development and retention: 10 cohorts advanced through Fundamentals of Culinary Arts, offer six unique culinary skill enhancement tracks; VBCPS and TCC partnership; two cohorts have completed three courses and have the option of testing for credit in the Fall of 2022, a total of 16 employees have the option of nine credit hours, total promotions this year – 28 VBCPS employees; shared a video about the Food Truck; Food Truck update – funded through grants, limited time offer (LTO) options, special events, possible internships and entrepreneur student engagement, food distribution in hard-to-reach neighborhoods; farm to school corn delivery; new record of meals served – 10 million student meals served.

The retreat reconvened at 1:30 p.m.

Enhanced Employee Input Process Update: Cheryl Woodhouse, Chief Human Resources Officer, presented information regarding the enhanced employee input process; reviewed the presentation topics: current process, workgroup discussions, next steps; mentioned the division policies: Policy 2-15 – Communication with Staff and Policy 4-8 – Employee Input Process; 2007-today: employee input web-based survey – increased participation, employee convenience, anonymous participation, ability to sort data, high response items receive further attention/follow-up; the goal of the enhanced process is to increase the percentage of employees providing feedback; important all employees continue to be seen, heard, and valued; reviewed members of the workgroup, including School Board members Ms. Anderson and Ms. Franklin; workgroup meeting topics of discussion: providing incentives for responding to the survey, separating the current web-based survey into pre-identified areas, survey each area at various times during the year, ensuring anonymity, providing frequent communication regarding upcoming opportunities; workgroup consensus items: continue with the current online survey, in-person and/or virtual meeting for only classified employees, meetings held no less than three times per year, meetings held during the workday as well as evenings, virtual and face-to-face for all employee groups, consider a different name that shows the voice of the employees; workgroup next steps: identify the structures, establishing a timeline, considering a new name, collaborating with the Department of Technology on virtual meeting ideas, determining if a policy update is needed.

The presentation continued with questions and comments regarding workgroup meetings; having input meetings throughout the year; priorities in preparation for the budget; concerns of anonymity; need honest feedback; scheduling of meetings (during pay hours or after hours); meetings for all employees and other meetings for needs of specific groups; subject matter of meetings – depends on time of year; updates to policies; developing a timeline for input meetings; providing feedback to School Board.

Family and Community Engagement Update: Natalie Allen, Chief Communications and Community Engagement Officer and Admon Alexander, Ed.D., Director of Family and Community Engagement provided the School Board an update on the office of Family and Community Engagement (FACE); Ms. Allen provided a brief welcome and introduced Dr. Alexander who continued the presentation; the office aims to promote access to information and resources to ensure academic success, as well as improve social well-being of families and students; mentioned *Compass to 2025* – Goal 5: Mutually Supportive Partnerships; reviewed breakdown of presentation: connecting community with schools, family outreach, connecting resources, FACE center; Jennifer McGowan, School and Community Partnerships Coordinator continued the presentation; connecting the business community to our schools; Partners in Education program supports collaborations between schools and organizations that promote students' academic and personal growth; partners support teachers in the classroom and beyond; shared a video regarding mutually beneficial partnerships; connecting with community is a crucial part of being able to understand and meet the needs of our VBCPS students and their families; mentioned the Back to School Care Fair from August 2021;

School Board of the City of Virginia Beach
Plaza Annex – Professional Development Center
641 Carriage Hill Road
Virginia Beach, VA 23452

Monday, July 18, and Tuesday, July 19, 2022
School Board Retreat and Abridged Meeting
Page 8 of 13

School Board Retreat/Abridged Meeting MINUTES
Monday, July 18, and Tuesday, July 19, 2022
Professional Development Center
641 Carriage Hill Road
Virginia Beach, VA 23452
(757) 263-1000

upcoming Care Fair scheduled for August 13 from 10 a.m. to 2 p.m. at Landstown High School; My Friend's Closet – children across the division can be provided with clothing, food and school supplies; since Spring 2021, My Friend's Closet has provided: 25 nights of emergency housing, emergency food and household items for dozens of families, provided seasonally appropriate clothing for nearly 100 students, provided school supplies for hundreds of children; discussed volunteers and how they support students and staff; reviewed the Volunteer Tracker App; shared information cards with School Board members.

Debbie Hughes, Virginia Beach Education Foundation Coordinator, continue the presentation; overview of the Virginia Beach Education Foundation (VBEF); existed for 30 years; Adopt A+ Grants Program includes Innovative Learning Grants, Schoolwide Grants, and School + Community Super Grants; to date \$2.3 million awarded to schools; The House Students Built; each building project includes: 60-80 students, 7 TCE trade classes, 2 years to build, 30+ business partners; in March 2020, the 11th home sold for \$409,000; shared a video of The House Students Built; noted the project offers hands-on learning opportunities for students; Beach Bags Program: 100% of all contributions go to feed students, volunteers pack 800-1200 bags weekly, since July 2021 – 37,000 bags were given to students; future goals of the Virginia Beach Education Foundation: increase awareness of the Adopt A+ Grants with school division employees and potential funders, redesign of VBEF webpages, market the great opportunities through the House Project.

Family Outreach Representatives, Leslie Riccio and Rachel Thompson continued the presentation; the work of the Family Outreach Representatives centers around learning the needs of the community and connecting our families with the resources they need to be successful both in and out of the classroom; ways to accomplish work: creating Family Voice Groups, advocating for language access and equity, connecting families to resources, providing support; shared video regarding FamilyVoice Group; reviewed what is FamilyVoice: created to learn directly from family members and students, provide families with a safe space to have their voices heard, determine trends and work towards breaking down barriers for families, take action on urgent items/advocate for change; currently have 12 FamilyVoice Empowerment Groups; reviewed some initiatives in the community (wellness seminar, family game night, community conversations, food banks and deliveries, safe learning centers, PlazaPalooza); provided a background of the HispanicVoice (division-wide Spanish language group) and DLI FamilyVoice (dual language immersion program families in both Spanish and English); shared a video from a participant in the HispanicVoice group; overview of actions based on feedback from Spanish-speaking FamilyVoice Groups (Pre-K registration process – packet translated into top four languages, welcoming EL families training, Language Ambassador Program, ESL Family Liaison Program); Language Ambassadors are a first level of support for English learner community and their families; as of September, will have 23 languages represented in the program; mentioned connecting community resources – back to school care fair, food and supply drive through event; student supply racks; Family Connection webinar series – this year hosted over 20 family connections; resource site at bit.ly/vbfacesources, page has have of 16,000 clicks and 5,000 views.

Dr. Alexander continued the presentation and shared information regarding the monthly newsletter – F.A.C.E. Time; VB Care Connect – collaborative group composed of internal and external stakeholders and community organizations; shared another video regarding partnership with the FACE office; Kathleen Cahoon-Newchok, English as a Second Language, Title III Coordinator, Department of Teaching and Learning shared information regarding the International Welcome Center; in the planning process with an anticipated opening in October 2022; objective to provide families new to the United States with central support for school division registration, English proficiency testing, and course enrollment at their schools; will be located in the new section of the Plaza Annex; second floor room used as cubicle space and testing space; staffing for International Welcome Center: Bilingual (Spanish) registrar, Welcome Center 12-month counselor, Family Outreach Representatives (two positions), ESL Test Examiner (3 TEA positions); reviewed the International Welcome Center process (five steps); ESL School-Family Liaison; reviewed next steps for International Welcome Center: furniture and technology needs, hire staff, communications plan, develop welcome/overview narrated video, work with FACE to connect families with resources, Welcome Center opening – October 2022.

The presentation continued with questions and comments; thank you to the department for all work they do; getting information to families; number of languages represented; student supply racks; information about the Care Fair; sharing videos presented; Amazon Wish List on resource page; teacher grants and next deadline (October); communication about the VBEF grants; house project; My Friend's Closet.

School Board of the City of Virginia Beach
Plaza Annex – Professional Development Center
641 Carriage Hill Road
Virginia Beach, VA 23452

Monday, July 18, and Tuesday, July 19, 2022
School Board Retreat and Abridged Meeting
Page 9 of 13

School Board Retreat/Abridged Meeting MINUTES
Monday, July 18, and Tuesday, July 19, 2022
Professional Development Center
641 Carriage Hill Road
Virginia Beach, VA 23452
(757) 263-1000

The School Board members were invited to take a tour of the FACE Office. There was break from 3:24 p.m. to 4:01 p.m. to allow School Board members time for the tour.

The retreat reconvened at 4:01 p.m.

Retreat Summary and Next Steps/Closing: Superintendent Spence hoped the School Board enjoyed the presentations and information shared; proud of team and work done; reviewed follow-up items for staff – workshops to address student behavior, staffing retention issues, next steps items – conduct community input of development of Tri-Campus, details of Employee Input Process, follow-up on Equity Plan (Fall) and compensation study (late Fall), move forward with planning the Recovery School; thanks to School Board members for their attention and input the last two days; Chair Rye thanked School Board members and leadership team; mentioned a short transition to prepare for the abridged School Board meeting which will begin with a closed session.

Chair Rye concluded the retreat at 4:08 p.m.

School Board of the City of Virginia Beach
Plaza Annex – Professional Development Center
641 Carriage Hill Road
Virginia Beach, VA 23452

Monday, July 18, and Tuesday, July 19, 2022
School Board Retreat and Abridged Meeting
Page 10 of 13

School Board Retreat/Abridged Meeting MINUTES
Monday, July 18, and Tuesday, July 19, 2022
Professional Development Center
641 Carriage Hill Road
Virginia Beach, VA 23452
(757) 263-1000

Abridged School Board Meeting MINUTES
July 19, 2022

- 1. *Call to Order and Attendance:*** Chair Rye convened the abridged meeting of the School Board in the Plaza Annex Professional Development Center at 4:11 p.m. on the 19th day of July 2022 and noted the purpose of the Abridged meeting is for the School Board to address limited matters that cannot be put off until the next regular School Board meeting. The abridged meeting is not regular meetings and follow the agenda set forth for the meeting or as otherwise adopted. Members of the Public may watch the Retreat/Abridged Meeting in person with limited seating. Notice of the School Board Meeting was posted in the School Administration Building and on the VBSchools.com website. Members of the public will also be able to observe the Special School Board Meeting through livestreaming on www.vbschools.com, broadcast on VBT Channel 47, and on Zoom.

The following School Board members were present at the abridged meeting: Chair Rye, Vice Chair Melnyk, Ms. Anderson, Ms. Felton, Ms. Franklin, Ms. Holtz, Ms. Hughes, Ms. Manning, Ms. Owens, Ms. Riggs, and Ms. Weems.

- 2. *Moment of Silence followed by the Pledge of Allegiance***

- 3. *Adoption of the Abridged Meeting Agenda:*** Chair Rye made a modification and motion to add Closed Session to beginning of meeting due to extra time from retreat ending early, seconded by Vice Chair Melnyk. Without discussion, Chair Rye called for a vote. The School Board Clerk announced the motion passed unanimously, 11-0-0.

At 4:14 p.m., Vice Chair Melnyk made a motion, seconded by Ms. Owens that the School Board recess into Closed Session to deliberate on the following matters:

1. A closed meeting pursuant to the exemptions from open meetings allowed by Section 2.2-3711, Part A, Paragraphs 1, 2, 3 and 8, as amended,

A.1 for discussion, consideration, or interviews of prospective candidates for employment; assignment, appointment, promotion, performance, demotion, salaries, disciplining, or resignation of specific public officers, appointees, or employees of any public body; and evaluation of performance of departments or schools of public institutions of higher education where such evaluation will necessarily involve discussion of the performance of specific individuals: namely for the purpose of

- 1) addressing amendments to the Superintendent's contract.
2) addressing issues related to the resignation of the Internal Auditor.

A. 3. Discussion or consideration of the acquisition of real property for a public purpose, or of the disposition of publicly held real property, where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the public body. Namely to discuss the sale of the Laskin Road Annex property.

A.8. Consultation with legal counsel employed or retained by a public body regarding specific legal matters requiring the provision of legal advice by such counsel. Nothing in this subdivision shall be construed to permit the closure of a meeting merely because an attorney representing the public body is in attendance or is consulted on a matter.

There were eleven (11) ayes in favor of the motion to recess into closed session: Chair Rye, Vice Chair Melnyk, Ms. Anderson, Ms. Felton, Ms. Franklin, Ms. Holtz, Ms. Hughes, Ms. Manning, Ms. Owens, Ms. Riggs, and Ms. Weems.

The School Board members moved into Conference Room A for the Closed Session.

Individuals present for discussion in the order in which matters were discussed:

A1.2. PERSONNEL MATTERS

Namely to discuss addressing issues related to the resignation of the Internal Auditor.

School Board of the City of Virginia Beach
Plaza Annex – Professional Development Center
641 Carriage Hill Road
Virginia Beach, VA 23452

Monday, July 18, and Tuesday, July 19, 2022
School Board Retreat and Abridged Meeting
Page 11 of 13

School Board Retreat/Abridged Meeting MINUTES
Monday, July 18, and Tuesday, July 19, 2022
Professional Development Center
641 Carriage Hill Road
Virginia Beach, VA 23452
(757) 263-1000

School Board members: Chair Rye, Vice Chair Melnyk, Ms. Anderson, Ms. Felton, Ms. Franklin, Ms. Holtz, Ms. Hughes, Ms. Manning, Ms. Owens, Ms. Riggs, and Ms. Weems; Kamala Lannetti, School Board Attorney; Superintendent Spence; Regina M. Toneatto, Clerk of the Board.

A3. REAL PROPERTY

Namely to discuss the sale of the Laskin Road Annex Property.

School Board members: Chair Rye, Vice Chair Melnyk, Ms. Anderson, Ms. Felton, Ms. Franklin, Ms. Holtz, Ms. Hughes, Ms. Manning, Ms. Owens, Ms. Riggs, and Ms. Weems; Jack Freeman, Chief Operations Officer, Melisa Ingram, Executive Director, Facilities Services; Kamala Lannetti, School Board Attorney; Superintendent Spence; Regina M. Toneatto, Clerk of the Board.

A1.1. PERSONNEL MATTERS

Namely to discuss addressing amendments to the Superintendent's contract.

School Board members: Chair Rye, Vice Chair Melnyk, Ms. Anderson, Ms. Felton, Ms. Franklin, Ms. Holtz, Ms. Hughes, Ms. Manning, Ms. Owens, Ms. Riggs, and Ms. Weems; Kamala Lannetti, School Board Attorney; Regina M. Toneatto, Clerk of the Board.

The School Board reconvened at 5:15 p.m.

Certification of Closed Session: Vice Chair Melnyk read the Certification of Closed Session:

WHEREAS, the School Board of the City of Virginia Beach has convened a closed meeting on this date pursuant to an affirmative recorded vote and in accordance with the provisions of the Virginia Freedom of Information Act; and

WHEREAS, Section 2.2-3712 (D) of the Code of Virginia requires a certification by this School Board that such closed meeting was conducted in conformity with Virginia law.

NOW, THEREFORE, BE IT RESOLVED that the School Board of the City of Virginia Beach hereby certifies that, to the best of each member's knowledge, (i) only public business matters lawfully exempted from open meeting requirements by Virginia law were discussed in the closed meeting to which this certification applies, and (ii) only such public business matters as were identified in the motion by which the closed meeting was convened were heard, discussed, or considered.

Ms. Anderson made the motion for the Certification of Closed Session, seconded by Ms. Hughes. There were eleven (11) ayes in favor of the motion: Chair Rye, Vice Chair Melnyk, Ms. Anderson, Ms. Felton, Ms. Franklin, Ms. Holtz, Ms. Hughes, Ms. Manning, Ms. Owens, Ms. Riggs, and Ms. Weems.

4. Approval of Minutes

1. July 12, 2022 Regular Meeting: Chair Rye called for any modifications to the July 12, 2022 Regular meeting minutes as presented. Hearing none, Chair Rye called for a motion to approve the July 12, 2022 meeting minutes as presented. Ms. Holtz made the motion, seconded by Ms. Franklin. Without discussion, Chair Rye called for a vote. The School Board Clerk announced the motion passed unanimously, 11-0-0.

5. Action

1. Personnel Report/Administrative Appointments: Chair Rye called for a motion to approve the July 19, 2022 personnel report and administrative appointments. Ms. Riggs made the motion, seconded by Ms. Melnyk that the School Board approve the appointments and the acceptance of the resignations, retirements, and other employment actions as listed on the July 19, 2022 personnel report along with administrative appointments as recommended by the Superintendent. Without discussion, Chair Rye called for a vote. The School Board Clerk announced the motion passed unanimously, 11-0-0.
Superintendent Spence introduced the following: Cynthia A. George, Administrative Assistant, Lynnhaven and Rosemont Elementary Schools as Assistant Principal, Strawbridge Elementary School; Catrina C. Manigo, Ed.D., Assistant Principal, Providence Elementary School as Principal, College Park Elementary School; Dawn P. Vang, Administrative Assistant, Pembroke Elementary School as Assistant Principal, John B. Dey Elementary School; and Jennifer D. Lanz, School Counseling Department Chair, F.W. Cox High School as Assistant Principal, Kellam High School.

School Board of the City of Virginia Beach
Plaza Annex – Professional Development Center
641 Carriage Hill Road
Virginia Beach, VA 23452

Monday, July 18, and Tuesday, July 19, 2022
School Board Retreat and Abridged Meeting
Page 12 of 13

School Board Retreat/Abridged Meeting MINUTES
Monday, July 18, and Tuesday, July 19, 2022
Professional Development Center
641 Carriage Hill Road
Virginia Beach, VA 23452
(757) 263-1000

After, Superintendent Spence introduced the following administrative appointments from March 2020-February 2022 (noted it was not all the appointments but a large portion): Sarah L. Allard, Assistant Principal, Kingston Elementary School; Elena G. Bohn, Assistant Principal, Glenwood Elementary School; Michelle Y. Burton, Assistant Principal, Corporate Landing Elementary School; Danielle W. Craven, Assistant Principal, Kempsville Meadows Elementary School; Karen J. Drosinos, Ed.D., Assistant Principal, Diamond Springs Elementary School; Karen A. Kagel, Assistant Principal, New Castle Elementary School; Jillian L. Lauber, Assistant Principal, Seatack Elementary School; Stephanie A. Lopez, Assistant Principal, Pembroke Elementary School; Brandon Lugo, Principal, Diamond Springs Elementary School; Shantae J. Newby, Assistant Principal, Christopher Farms Elementary School; Bradley R. Boynton, Dean of Students, Bayside 6th Grade Campus; Leanna M. Landry, Coordinator, Special Education, Office of Programs for Exceptional Children; and Charity P. Zellmer, Coordinator, Budget Development, Department of Budget and Finance.

6. Information: No items under information.

7. Conclusion of Abridged Meeting: Chair Rye concluded the Abridged meeting at 5:28 p.m.

8. Closed Session: Vice Chair Melnyk made a motion, seconded by Ms. Anderson that the School Board recess into Closed Session to deliberate on the following matters:

1. A closed meeting pursuant to the exemptions from open meetings allowed by Section 2.2-3711, Part A, Paragraphs 1, 2, 3 and 8, as amended,

A.1 for discussion, consideration, or interviews of prospective candidates for employment; assignment, appointment, promotion, performance, demotion, salaries, disciplining, or resignation of specific public officers, appointees, or employees of any public body; and evaluation of performance of departments or schools of public institutions of higher education where such evaluation will necessarily involve discussion of the performance of specific individuals: namely for the purpose of

1) addressing amendments to the Superintendent's contract.

There were nine (9) ayes in favor of the motion to recess into Closed Session: Chair Rye, Vice Chair Melnyk, Ms. Anderson, Ms. Felton, Ms. Franklin, Ms. Holtz, Ms. Manning, Ms. Owens, and Ms. Riggs.

The School Board members moved into Conference Room A for the Closed Session.

Individuals present for discussion in the order in which matters were discussed:

A1.1. PERSONNEL MATTERS

Namely to discuss addressing amendments to the Superintendent's contract.

School Board members: Chair Rye, Vice Chair Melnyk, Ms. Anderson, Ms. Felton, Ms. Franklin, Ms. Holtz, Ms. Hughes, Ms. Manning, Ms. Owens, Ms. Riggs, and Ms. Weems; Kamala Lannetti, School Board Attorney; Superintendent Spence; Regina M. Toneatto, Clerk of the Board.

Superintendent Spence left the Closed Session at 5:38 p.m. Ms. Owens left the Closed Session at 5:45 p.m.

The School Board reconvened at 6:03 p.m.

Certification of Closed Session: Vice Chair Melnyk read the Certification of Closed Session:

WHEREAS, the School Board of the City of Virginia Beach has convened a closed meeting on this date pursuant to an affirmative recorded vote and in accordance with the provisions of the Virginia Freedom of Information Act; and

WHEREAS, Section 2.2-3712 (D) of the Code of Virginia requires a certification by this School Board that such closed meeting was conducted in conformity with Virginia law.

School Board of the City of Virginia Beach
Plaza Annex – Professional Development Center
641 Carriage Hill Road
Virginia Beach, VA 23452

Monday, July 18, and Tuesday, July 19, 2022
School Board Retreat and Abridged Meeting
Page 13 of 13

School Board Retreat/Abridged Meeting MINUTES
Monday, July 18, and Tuesday, July 19, 2022
Professional Development Center
641 Carriage Hill Road
Virginia Beach, VA 23452
(757) 263-1000

NOW, THEREFORE, BE IT RESOLVED that the School Board of the City of Virginia Beach hereby certifies that, to the best of each member's knowledge, (i) only public business matters lawfully exempted from open meeting requirements by Virginia law were discussed in the closed meeting to which this certification applies, and (ii) only such public business matters as were identified in the motion by which the closed meeting was convened were heard, discussed, or considered.

Ms. Anderson made the motion for the Certification of Closed Session, seconded by Ms. Felton. There were ten (10) ayes in favor of the motion: Chair Rye, Vice Chair Melnyk, Ms. Anderson, Ms. Felton, Ms. Franklin, Ms. Holtz, Ms. Hughes, Ms. Manning, Ms. Riggs, and Ms. Weems.

- 8. *Vote on Remaining Action Items:*** None.
- 9. *Adjournment:*** Chair Rye adjourned the meeting at 6:04 p.m.

Respectfully submitted:

Regina M. Toneatto, Clerk of the School Board

Approved:

Carolyn T. Rye, School Board Chair



Subject: Policy Review Committee Recommendations **Item Number:** 12A1-9

Section: Information **Date:** August 8, 2022

Senior Staff: Donald E Robertson, Ph.D. , Chief of Staff

Prepared by: Kamala Lannetti, School Board Attorney; John Sutton, III, Coordinator, Policy and Intergovernmental Affairs

Presenter(s): School Board Attorney, Kamala Lannetti

Recommendation:

That the School Board approve Policy Review Committee (PRC) recommendations regarding review, amendment, and repeal of certain bylaws and policies as reviewed by the PRC at its July 14, 2022 meeting.

Background Summary

- 1) *Bylaw 1-47/Public Comments at School Board Meetings* - the PRC recommends amending Section C to add a new section regarding the separating the Agenda Item public Comments from public comments on Non-agenda items, renumbering the section and clarifying other sections.
- 2) *Appendix B/School Board Standing Rules* - the PRC recommends amending Section B to allow public speakers on Agenda items to address the School Board before the Information Section of the Agenda and to allow public speakers on Non-Agenda items to address the School Board prior to adjournment. Non-agenda items speakers will be limited to ten speakers or thirty minutes.
- 3) *Policy 3-22/Tuition Fees* - the PRC recommends amending Section 2 to allow nonresident SECEP employees working in VBCPS schools to enroll their children tuition free.
- 4) *Policy 3-65/Security of Buildings and Grounds/Cell Phones and other Portable Telecommunications Devices* - the PRC recommends removing Editor's notes and references to other policies and guidelines.
- 5) *Policy 5-14/School Attendance Zones* - the PRC recommends amending Section F(2) to allow nonresident SECEP employees working in VBCPS schools to enroll their children tuition free.
- 6) *Policy 6-46/Extracurricular Activities* - the PRC recommends scrivener's changes and updates to the legal references.
- 7) *Policy 6-48/Middle School Activities Program* - the PRC recommends scrivener's changes.
- 8) *Policy 6-51/Scheduling for Instruction* - the PRC recommends scrivener's changes.
- 9) *Policy 6-53/Grouping Instruction* - the PRC recommends scrivener's changes.

Source:

Code of Virginia, 1950, as amended, § 22.1-253.12:7 School Board Policies.
Policy Review Committee Meeting of May 12, 2022

SCHOOL BOARD BYLAWS

Public Comments at School Board Meetings

At regular School Board meetings and public hearings, the School Board shall accept comments from members of the public on matters relevant to PreK-12 public education in Virginia Beach and the business of the School Board and the School Division. Members of the public have multiple methods to communicate with the School Board and are encouraged to communicate with the School Board outside of meetings. The School Board reserves the right to limit, discontinue or otherwise alter the methods by which public comments will be accepted during School Board meetings.

A. When public comments are accepted at School Board Meetings

The School Board shall accept public comments during a School Board meeting when the agenda for that meeting includes a public comment section. Public comments are not accepted at School Board committee meetings. Public comments are ~~generally~~ not accepted at special, emergency, retreat, or abridged meetings of the School Board.

B. Arrangements for public speakers

1. Signing up to speak.

Members of the public may sign up to speak for public comment sections of School Board meetings as designated in the meeting agenda or otherwise noted by the School Board. When not otherwise designated by the meeting agenda or notice, members of the public must sign up to speak during public comment sections by noon on the day of the meeting.

2. Responsibility for preparations for public speakers.

The School Board authorizes the School Board Clerk and the Superintendent or their designees to determine how speakers may sign up, the order of speakers, the accommodations that can be provided to speakers seeking accommodations to address the School Board, the methods for in person

speakers to address the School Board, the methods for speakers to address the School Board electronically or telephonically, and other reasonable or necessary decisions to allow speakers to address the School Board during public comment sections. The School Board Chair with the assistance of the Superintendent or their designees are authorized to maintain order and decorum for all members of the public who are in the location of the meeting.

C. Rules/Limitations for public comments

When the School Board accepts public comment during a meeting, the following rules or procedures will apply:

1. Agenda item public comments - Once the Agenda Item public comment section of an Agenda has begun the School Board may suspend Public Comments at 8:00 p.m. to handle other matters on the Agenda and then resume Agenda Item Public Comments later in the meeting. The Chair or designee, with the consensus of the School Board Members present, may choose to extend the Agenda Item public comments past 8:00 p.m. for a short period of time if doing will conclude the agenda item public comments for the meeting.
2. Non-agenda item public comments- the School Board will hear public comments regarding matters that are not on the School Board's agenda for that meeting at the conclusion of the School Board Meeting. When a Closed Session or a return to Workshop or Information Items is scheduled to happen at the end of a regular School Board Meeting, at its sole discretion, the School Board may agree to hear non-agenda item public comments prior to the Closed Session or the Return to Workshop or Information items begin. Non-agenda item public comments will not be broadcast. The School Board will limit non-agenda item public comments to thirty minutes or ten speakers. At its sole discretion, the School Board may, by majority vote, cancel the non-agenda public comments section of the Agenda at any meeting.
3. Public speakers may address the School Board only one time during a meeting.
4. Public speakers signed up to speak during a School Board meeting may be allotted up to three (3) minutes to address the School Board. "Speakers will be given a 30 second warning and may not exceed this time period. Should a speaker continue speaking after the three (3) minutes are up, the Celerk will call the next speaker or end the comment period if this is the last speaker."
4.
5. Priority will be given to students currently enrolled in the School Division to address the School Board during public comment sections of the agenda and

the School Board Clerk or designee is authorized to develop procedures to affect this priority.

6. The Chair or designee will be the only Member of the School Board who will address a public speaker. During public comments, the School Board does not answer questions, accept items from speakers or otherwise respond to public speakers.
7. Public speakers must limit comments to the School Board to matters directly related to PreK-12 public education in Virginia Beach or the business of the School Board and the School Division.
8. Public speakers may not violate decorum and/or order rules or other required safety or health mitigation requirements when addressing the School Board.
9. Public speakers may not cede or switch their assigned positions in the order of speakers, cede any portion of their time or allow other speakers to address the School Board during the speaker's time.
10. After being warned, public speakers whose allotted time has concluded, who have been ruled out of order, who are in violation of decorum rules, or who are in violation of safety or health protocols must leave the podium and discontinue comments. The Chair or designee may determine that a public speaker's failure to leave the podium or discontinue comments is a breach of order and decorum and may direct the Superintendent, staff members, the sergeant at arms or their designees to escort the public speaker from the podium. The Chair and Superintendent or their designees are authorized to take all appropriate actions to address the breach of order and decorum or violation of law or regulation.
11. Any comments by the Chair or designee or the speaker regarding issues of order or decorum will not extend a speaker's allotted time to address the School Board.
12. Public speakers who are ruled out of order and/or in violation of decorum rules or safety or health protocols will forfeit any remaining time to address the School Board.
13. School Board Members who disagree with the determination of the School Board Chair may make a motion with a second to vote to overrule the Chair or designee's decision regarding a specific speaker. Such motion must be made directly after the Chair or designee's decision. Only one motion per speaker will be allowed.

14. Other forms of public comment will not be accepted during meetings from any person who has not been called up and is at the podium or who has been called to speak electronically or telephonically.

D. Public comments at Public Hearings

When the School Board has scheduled a public hearing for the purpose of receiving public comment, the School Board shall accept comment only on the topic(s) for which the public hearing was called. The School Board Chair or the Superintendent or their designees may create procedures to address how public comments will be accepted during the public hearing and will not be required to follow the same procedures used for public comments during other meetings. Rules regarding decorum and order and applicable safety and health protocols will be followed.

Legal Reference

Code of Virginia § 22.1-79, as amended. Powers and duties.

Related Links

School Board [Bylaw 1-48](#)

School Board Bylaws [Appendix B.](#)

Adopted by School Board: July 21, 1992

Amended by School Board: August 16, 1994

Amended by School Board: September 19, 1995

Amended by School Board: August 17, 1999

Amended by School Board: February 20, 2001

Amended by School Board: December 3, 2002

Amended by School Board: December 2, 2008

Amended by School Board: August 2, 2016

Amended by School Board: March 27, 2018

Amended by School Board: September 9, 2020

Amended by School Board: May 11, 2021

Amended by School Board: July 20, 2021

Amended by School Board: September 28, 2021

SCHOOL BOARD STANDING RULES

A. Time and Place for Regular Meetings

Regular meetings of the School Board will generally be held on the second and fourth Tuesdays of each month, or on the dates and times designated by the School Board and as thereafter modified. The School Board reserves the right to change the date, time, or location of a previously noticed meeting upon compliance with applicable notice requirements set forth in the Virginia Freedom of Information Act. In person meetings of the School Board will take place in the School Administration Building unless otherwise specified by the School Board. When applicable, School Board meetings may be held electronically or telephonically. The School Board reserves the right to meet at other times, dates, and places upon proper notification to the public.

B. Administrative, Informal, Workshop and Closed Session Sections of Regular Meetings

On Regular Meeting days, the School Board will generally convene prior to the Formal Agenda to address Administrative, Informal, Workshop, and/or Closed Session matters. The School Board reserves the right to adjust the time for such matters but will generally begin at 4:00 p.m. prior to the Formal Agenda start time. The School Board Chair or designee, with the consensus of the School Board Members present, may move, or continue matters until after the Formal Agenda, or to another date.

C. School Board Recess

It is the School Board's practice to recess at 5:30 p.m. or sooner to prepare for the start of Formal Agenda. The School Board Chair, with the consensus of the School Board Members present, may alter the time for recess or not recess prior to the Formal Agenda start time and may recess the Regular meeting at other times.

D. Formal Meeting

Agendas for Regular Meetings of the School Board will generally follow the format set forth below. The School Board reserves the right to alter the Agenda when the Agenda is adopted or at any time during the Meeting by majority vote of the School Board Members present at the Meeting at the time of the vote. The Order of the Formal Meeting will be:

1. Call to Order and Roll Call 6:00 p.m.
2. Moment of Silence followed by the Pledge of Allegiance
3. Student, Employee and Public Awards and Recognition (see Bylaw 1-39)

4. Adoption of the Agenda
5. Superintendent's Monthly Report (second monthly meeting)
6. Approval of Meeting Minutes
7. Agenda Item Public Comments until 8:00 p.m.

At this time, the School Board will hear public comment on items in the Agenda for the meeting and in accordance with School Board Bylaw 1-47 Public Comments or as otherwise set forth by the School Board for this Meeting. The School Board may suspend Agenda Item Public Comments to handle other matters on the Agenda and resume Agenda Item Public Comments later in the meeting.

8. Information
 - a. Interim Financial Statements – [month year] (second monthly meeting)
 - b. Policy Review Committee Recommendations
 - c. Presentations regarding matters relevant to the School Board and the School Division
9. Return to public comments if needed
10. Consent Agenda
 - a. Commemorative Resolutions
 - b. Policy Review Committee Recommendations
 - c. Religious exemptions
 - d. Other matters as determined appropriate for Consent approval.
11. Action
 - a. Personnel Report / Administrative Appointments
 - b. Matters requiring action by the School Board
12. Committee, Organization or Board Reports

- a. School Board Members appointed to represent the School Board on committees, organizations or boards may briefly present updates on the work of their committee, organization, or board.
13. Return to Administrative, Informal, Workshop or Closed Session matters if necessary.
14. Non-Agenda Item Public Comments for thirty minutes or ten speakers.
15. Adjournment

Related Links

School Board [Bylaw 1-18](#)
School Board [Bylaw 1-37](#)
School Board [Bylaw 1-39](#)
School Board [Bylaw 1-40](#)

Adopted by the School Board: February 20, 2001
Amended by the School Board: July 3, 2001
Amended by the School Board: July 2, 2002
Amended by the School Board: July 1, 2003
Amended by the School Board: July 6, 2004
Amended by the School Board: July 5, 2005
Amended by the School Board: July 8, 2006
Amended by the School Board: July 12, 2007
Amended by the School Board: December 2, 2008
Amended by the School Board: August 18, 2015
Amended by School Board: August 2, 2016
Amended by School Board: October 10, 2017
Amended by School Board: March 27, 2018
Amended by School Board: September 9, 2020
Amended by School Board: May 11, 2021
Amended by School Board: June 22, 2021
Amended by School Board: September 28, 2021
[Amended by School Board: August 2022](#)

BUSINESS AND NON-INSTRUCTIONAL OPERATIONS

Tuition Fees

The School Board will charge tuition fees for certain nonresident students allowed to enroll in the ~~S~~school ~~D~~ivision.

A. Nonresident, ~~N~~onemployee's ~~S~~tudent ~~T~~uition

The Superintendent shall recommend to the School Board the tuition fees to be charged nonresident, nonemployees' students based on the per capita cost. The School Board shall then fix and determine the amount of tuition fees to be charged. No tuition charges fixed by the School Board shall exceed the total per capita cost of education, exclusive of capital outlay and debt service, for elementary or secondary pupils and the actual, additional costs of special education or gifted and talented program provided the pupil.

B. Nonresident, ~~E~~mployees' ~~S~~tudents

~~For nonresident employees' students, the tuition fees will be calculated based on the current year's tuition fees, plus annualized inflation (rounded to the nearest ten dollars) based on the most recent Consumer Price Index (CPI) or as otherwise approved by the School Board.~~

Non-resident full-time VBCPS employees, to include SECEP employees, working in Virginia Beach City Public Schools, will be allowed to enroll their child(ren) tuition free. Enrollment will be contingent on meeting requirements outlined in Regulation 5-10.1 and Policy 5-14.

C. Additional fees may be charged depending upon the services required.

Legal Reference

Code of Virginia § 22.1-5, as amended. Regulations concerning admission of certain persons to schools; tuition charges.

Code of Virginia § 22.1-101.1, as amended. Increase of funds when certain nonresident pupils attend schools; how increase computed and paid; billing of out-of-state placing agencies or persons.

Code of Virginia § 22.1-255, as amended. Nonresident children.

Adopted by School Board: February 16, 1993

Amended by School Board: April 4, 2000

Amended by School Board: February 4, 2014

Amended by School Board: May 22, 2018
Amended by School Board: January 11, 2022
Amended by School Board: August 2022

BUSINESS AND NONINSTRUCTIONAL OPERATIONS

Security of Buildings and Grounds: Cellular Phones and other Portable Telecommunications Devices

The use of portable communications devices, such as cellular telephones, or other hand-held computing devices (when such device is being used as a communications device), by any person on property (including vehicles) controlled by the School Board to engage in unlawful or unauthorized activity is prohibited.

All possession or use of portable communications devices such as cellular telephones, or other hand-held computing devices (when such device is being used as a communications device) shall be regulated and/or prohibited at each school or school event as deemed necessary to prevent disruption of the educational environment and to maintain order on school property and at school activities.

Elementary, middle and high school students may use portable communications devices before or after the instructional day as long as such communications devices are not activated or used inside School Board buildings unless use inside School Board buildings is specifically permitted by school administration.

Editor's Note

For additional information see [Bring Your Own Device \(BYOD\)](#), [Student/Parent Guidelines for use of a Privately Owned Electronic Device](#).

Legal Reference

Code of Virginia § 22.1-279.6 (E), as amended. Board of Education Guidelines and Model Policies for Codes of Student Conduct; School Board Regulations

Related Links

~~Bring Your Own Device (BYOD) Information~~

Adopted by School Board: February 16, 1993

Amended by School Board: February 6, 2001

Amended by School Board: June 11, 2002

Amended by School Board: June 8, 2004

Amended by School Board: September 5, 2007

Amended by School Board: June 2, 2009

Amended by School Board: June 5, 2012

Amended by School Board: June 30, 2015

[Amended by School Board: August 2022](#)

STUDENTS

School Attendance Zones

A. Generally

Upon the recommendation of the Superintendent, the School Board shall designate school attendance zones.

The School Board recognizes that only through effective long-range planning for enrollment can the School Division be adequately prepared to meet the needs of its current and future student population. In order to assure such planning, the School Board establishes procedures which require annual review and recommendations from the Building Utilization Committee regarding enrollment trends and their impact on School Division facilities and which will assure adequate opportunity for community reaction prior to any redistricting decision by the School Board.

B. Projections

The School Division Demographer, under the supervision of the Superintendent, shall:

1. Produce by December 1 of each year, annual updates on the 5-year enrollment projections for the School Division which take into consideration the following:
 - a. School registration figures;
 - b. Review of forthcoming changes in planning and zoning;
 - c. Review of current and planned community land development and housing projects; and
 - d. Latest available birth data.
2. Coordinate enrollment data, facilities planning, transportation impact and formation of recommendations for review by the Superintendent and the School Board.

C. Process - Building Utilization Committee Action

1. Building Utilization Committee

The Building Utilization Committee, (hereinafter "BUC"), as a standing committee of the School Board, shall consist of three representatives of the School Board. The Council of Civic Organizations and the PTA Council shall also be invited to name one member each to serve as members of the BUC. Appropriate staff members will be assigned by the Superintendent.

2. Review of Projections

Between December 1 and March 15 of each year, the BUC shall analyze the updated 5-year enrollment projections to determine the impact, if any, of changes in enrollment projections on optimal building utilization and report to the School Board any recommendations. The BUC shall consider a plan for redistricting when building utilization at any school building differs from the optimum building utilization level by exceeding the level by ten (10) percent or by falling below the level by ten (10) percent.

3. Formulation of Redistricting Recommendations

The BUC may receive, at the onset of its discussions, a proposed redistricting plan developed by the Superintendent or designee, which may include a recommendation for no action, to provide a basis from which to move forward in making recommendations. Any such plan that involves redrawing boundaries may be considered by the BUC in light of the factors set forth below. While each of the factors must be considered and discussed, it may be impractical to reconcile each factor in the recommendations which will ultimately be presented to the School Board.

- a. Optimal utilization of space:
- b. The desire to keep areas commonly known as subdivisions or neighborhoods together;
- c. The need to develop long term solutions that support limiting redistricting of individual students to one time at each level (i.e. once at elementary, once at middle and once at high school), except in cases of student change in residence;
- d. Construction considerations (documented new subdivision construction and scheduled school renovation/construction projects);
- e. The desire to reduce or eliminate the number of middle and high schools with divided feeder patterns if at all possible;
- f. Transportation considerations (non-transportation zones, hazards, redirection of the number of students riding a bus and reducing the length of bus rides);

- g. The costs associated with the various options considered;
- h. The impact of enrollment changes upon course offerings/subject offerings, equipment needs, building modifications, etc.; and
- i. The desire is to redistrict as few schools and students as possible.

4. Reporting

a. No redistricting recommendations

The BUC shall prepare a final report no later than March 15 of each year. The report will be presented by the BUC Chair or designee to the School Board for information at a meeting no later than the second School Board meeting in March.

b. Redistricting recommendations

If the BUC recommends redistricting, the preliminary presentation to the School Board will take place no later than the first meeting in January.

5. Community Input

In years when redistricting adjustments are recommended, the proposed plan shall be presented to the community after a preliminary presentation to the School Board. Site locations for community meetings should include area(s) affected by the proposed plan (e.g. a possible single boundary change affecting three schools could be handled by one meeting). At such meetings, members of the community will have an opportunity to review the plan, to comment on its merit and make suggestions for its improvement.

The BUC shall consider public comment prior to presentation of the proposed redistricting plan to the School Board. The final report shall include the advantages and disadvantages of the plan.

D. Process - School Board Action

Prior to taking action on the BUC's proposed redistricting plan, the School Board must hold a public hearing not less than ten days after reasonable notice to the public in a newspaper of general circulation if the redistricting of school boundaries affects fifteen percent or more of the pupils in the average daily membership in the affected school.

Such public hearing may be held on the same day as the School Board meeting at which action on the plan is taken as long as the hearing is held before action is taken.

E. Definitions

1. Optimum Building Utilization: the division-wide building utilization, considering optimum capacity, for the average two-year historical growth or decline in membership from September 30 to March 31.
2. Building Utilization: the actual percentage use of optimum program capacity, factoring in the number of first seats by grade level.
3. Optimum Capacity: 90% of the program capacity of the school building reported, used for planning purposes due to fluctuations in class sizes throughout the school year.
4. Program Capacity: the maximum capacity of the school building for a particular school year and particular student population, taking into account the number of first seats in the building (without counting portables currently on site) updated annually.
5. First seat: an instructional space within a school building in which students receive core and primary instruction. Self-contained special education classrooms are also considered to be first seats.

F. Attendance Zone Criteria

The Superintendent or designee shall ensure that students attend the schools that serve the attendance zone of their home residence as established by the School Board. The Superintendent or designee shall develop procedures to verify that students attend their assigned attendance zones. A student needing an exception to attendance zones in order to attend a school may request an out-of-zone transfer. Criteria for out-zone transfers may be found under School Board Regulation 5-14.1 **Error! Hyperlink reference not valid.**—Students meeting the following criteria will be allowed to attend out-of-zone.

1. An individual student may apply for an out-of-zone transfer in the instance where redistricting decisions affect an individual student more than one time at a school level (i.e. at the elementary school level at the middle school level or at the high school level;
2. Upon the establishment of new attendance zones by the School Board, rising fifth, eighth and twelfth graders shall be permitted to continue in their previously assigned schools if they provide their own transportation to that school, and such enrollment will be exempt from the school's Optimum Building Utilization requirement by ten (10) percent or more.
3. Children of ~~school-based~~ school-based employees, including SECEP Employees working in VBCPS schools, will be allowed to attend the school to which such

parent or guardian reports or is their primary assignment, or is within the feeder pattern of such assignment, pending the approval of the School Principal ~~as outlined in the associated regulation~~ and such enrollment will be exempt from the school's optimum building utilization by ten (10) percent or more requirement. Non-resident full-time employees, to include SECEP employees working in Virginia Beach City Public Schools, will be allowed to enroll their child(ren). Enrollment will be contingent on meeting requirements outlined in Regulation 5-10.1 and Policy 3-22~~Employees who live outside of the City of Virginia Beach will be required to pay tuition according to the provisions set forth in School Board Regulation 5-10.1.~~

Editor's Note

For established regulations see School Board Regulation 5-14.1 Out-of-Zone/School Attendance Areas and School Board Regulation 5-10.1 Admission Requirements: General (See Virginia Beach City Public Schools website at www.vbschools.com)

Legal Reference

Code of Virginia, §22.1-79, as amended. Powers and Duties.

Code of Virginia, §22.1-3.3, as amended. Transfer of students under certain circumstances.

Related Links

School Board [Regulation 5-10.](#)
School Board [Regulation 5-14.1](#)

Adopted by School Board: October 21, 1969
Amended by School Board: October 15, 1974
Amended by School Board: August 21, 1990
Amended by School Board: July 16, 1991
Amended by School Board: June 15, 1993 (Effective August 14, 1993)
Amended by School Board: October 20, 1998
Amended by School Board: August 17, 1999
Amended by School Board: June 5, 2001
Amended by School Board: August 6, 2002
Amended by School Board: November 19, 2002
Amended by School Board: September 16, 2003
Amended by School Board: September 21, 2010
Scrivener's Amendments: November 7, 2012
Scrivener's Amendments: January 24, 2014
Amended by School Board: May 16, 2017
Amended by School Board: March 26, 2019
Amended by School Board: August 2022

INSTRUCTION

Extracurricular Activities

A. Generally

Student activities are extracurricular and supplement the regular school curriculum. Student activities are voluntary and do not carry credit toward graduation. They take the form of special interest groups, honor societies, athletic ~~teams~~teams, and other extensions of classroom work. All extracurricular activities are designed to promote character, building qualities of participation and leadership ability. Extracurricular activities and the eligibility requirements shall be approved by the ~~S~~superintendent or designee and school board as required by Virginia Board of Education ~~state~~ accreditation standards. All student organizations and activities shall be under the direct supervision of the school principal or a designee and shall supplement the regular program of the school. They should be evaluated periodically to ensure that interruption of the instructional programs ~~are~~is avoided. Students should not be permitted to engage in such organizations and activities to the detriment of their classroom work.

B. Categories

Extracurricular activities are divided into four general categories:

1. Interscholastic and intramural athletics.
2. Activities stemming directly from classroom studies. Examples are student government, musical productions, dramatics, debate, the school newspaper and literary publications.
3. Activities designed to promote interest in academic achievement and/or specific subject areas. Examples are the National Honor Society and subject matter organizations.
4. Activities which promote general educational goals and are school-oriented. Examples are service and special interest clubs.

C. Access to Extracurricular Activities

Access to and participation in extracurricular activities shall be open to all students as provided in state and federal regulations and ~~S~~school ~~B~~board policy Access to Programs.

D. Supervision

The ~~School A~~administration shall appoint qualified members of the faculty, or in the absence of qualified faculty members, may appoint qualified community members as sponsors for each activity. The sponsor shall be responsible for the guidance and general supervision of the activity and shall ensure that all actions conform to applicable law, school policy~~ies~~ and regulations.

E. Financial Support

1. Partial School Division financial support. The school sponsored extracurricular activities named in Section BA-1 and BA-2 may receive partial financial support. Transportation may be provided, or the cost of transportation may be paid from appropriated funds.

An estimate of funds required for each activity shall be submitted for approval. This estimate shall be submitted by the sponsor of the activity for inclusion in the individual school budget.

2. Financially self-supporting activities. The school sponsored extracurricular activities covered in Sections BA-3 and BA-4 should be financially self-supporting. School transportation for these activities, however, may be requested. If it cannot be provided, then vehic-ular transportation may be by commercial means, or by private car under regulations established for such use.

F. Permission by School Principal

The actions and activities of each organization must be approved by the school principal.

G. Parental Permission

In each instance when an organization schedules an activity away from school, the parents/legal guardians of minor students will be notified, and written permission obtained when appropriate.

H. Evaluation and Approval

The ~~division s~~Superintendent and/or a designee shall periodically evaluate the school sponsored extracurricular activities program to ensure compliance with state accreditation standards and federal regulations.

I. Fraternities and/or Sororities

Fraternities, sororities or any clandestine organization shall not be permitted in the ~~S~~school ~~D~~ivision. Principals shall inform students that activities associated with such organizations shall be prohibited at school.

J. Restrictions

Each principal is authorized to work out a point system regulating and limiting participation of individual students in activities and organizations.

Legal Reference

Virginia ~~Department Board~~ of Education Regulations, 8VAC20-131, et seq., as amended.
Regulations Establishing Standards for Accrediting~~ation of~~ Public Schools in Virginia. ~~(January 1993)~~

Title IX of the Education Amendments of 1972, as amended.

~~U.S. Department of Health, Education, and Welfare/Office for Civil Rights, Final Title IX Regulation Implementing Education Amendments of 1972 Prohibiting Sex Discrimination in Education (effective date: July 21, 1975). § 86-41. Athletics. (Effective dates: elementary schools, July 21, 1976; secondary schools, July 21, 1978.)~~

~~U.S. Department of Health Education and Welfare/Office of Education, Final Regulation Implementing Amendments to Part B of the Education for All Handicapped Children Act of 1975. See also Federal Register, Vol. 42, No. 163, August 23, 1977. (Effective date: October 1, 1977.) 121a. 306. Nonacademic services.~~

U.S. Department of Education Regulations, Discrimination on Basis of Sex in Education Programs or Activities Prohibited, 34 C.F.R. Part 106, as amended.

U.S. Department of Education Regulations, Discrimination on Basis of Handicap in Education Programs or Activities Prohibited, 34 C.F.R. Part 100, as amended.

U.S. Department of Education Regulations, Discrimination on Basis of Age in Education Programs or Activities Prohibited, 34 C.F.R. Part 110, as amended.

Adopted by School Board: July 13, 1993 (Effective August 14, 1993)
Amended by School Board: August 2022

INSTRUCTION

Middle School Activities Program

The School Board authorizes the establishment of a middle school activities program under the following guidelines:

- A. Implement an intramural program similar to the one outlined in the Middle School Activities proposal.
- B. Complement the objectives of the regular health and physical education program with intramural/city-wide activities.
- C. Develop intramural activities for students with special needs that will complement the adaptive physical education program as well as the Special Olympics Program.
- D. Emphasize the "all participation" intramural philosophy in all middle school activities programs.
- E. Expand the activities program to include, but not limited to, cheerleading club, forensics club, debate club and drama club.
- F. Develop a handbook that describes activities ~~and skills~~ as well as the structure and organization of programs appropriate for middle school students.
- G. Provide student leadership training through programs offered by the Office of Student Leadership – Student Activities Office.

Adopted by School Board: April 16, 1991

Amended by School Board: July 13, 1993 (Effective August 14, 1993)

Amended by School Board: June 6, 2006

Reviewed by School Board: August 2022

INSTRUCTION

Scheduling for Instruction

All students in grades 1 through 12 shall maintain a full schedule of classes (5 1/2 hours), unless a waiver is granted by the ~~s~~Superintendent or designee.

Scheduling classes so that each student meets the academic requirement prescribed by the Virginia Board of Education shall be the responsibility of the school principal.

All master schedules shall be submitted to the Superintendent, or ~~a~~ designee, for approval.

Legal Reference

~~Virginia Board of Education Regulations, Accreditation of Public Schools in Virginia (January 1993)~~
Virginia Department of Education Regulations, 8VAC20-131, et seq., as amended.
Regulations Establishing Standards for Accrediting Public Schools in Virginia.

Adopted by School Board: July 13, 1993 (Effective August 14, 1993)
Amended by School Board: August 2022

INSTRUCTION

Grouping for Instruction

The School Board recognizes the different educational needs of students and endorses the use of flexible grouping of students for instruction. In an effort to foster maximum student growth, intellectually, socially, and vocationally, the school program shall use both homogeneous and heterogeneous grouping of students for learning.

The Superintendent has developed ~~shall promulgate~~ regulations 6-53.1 to ensure consistency of all schools in grouping students for instruction.

Adopted by School Board: July 13, 1993 (Effective August 14, 1993)

Amended by School Board: June 6, 2006

Amended by School Board: June 20, 2017

Reviewed by School Board: August 2022



Subject: Creeds Elementary School Library Lease Agreement **Item Number:** 14A

Section: Consent **Date:** August 9, 2022

Senior Staff: Jack Freeman, Chief Operations Officer, Department of School Division Services

Prepared by: Melisa A. Ingram, Executive Director, Facilities Services

Presenter(s): Melisa A. Ingram, Executive Director, Facilities Services

Recommendation:

That the School Board approve a motion authorizing the Superintendent to execute the attached lease agreement with the City of Virginia Beach for the joint use of the Creeds Elementary School Library.

Background Summary:

The attached lease is intended for joint usage with School Media Center and other public purposes as may be determined by the Pungo-Blackwater Library and Creeds Elementary School Joint Use Committee. This is a renewal based on the original lease agreement dated on October 3, 2000; which is also attached.

Source:

Code of Virginia § 22.1-129 (B)

Budget Impact:

**RESOLUTION REGARDING THE LEASE OF A PORTION OF CREEDS ELEMENTARY SCHOOL PROPERTY TO
THE CITY OF VIRGINIA BEACH**

WHEREAS, the City of Virginia Beach (the "City") has a long-standing partnership with the School Board to utilize a portion of Creeds Elementary at 920 Princess Anne Road (the "Property") for a public library in the school's Media Center (the "Library");

WHEREAS, the City desires to place a "Smart Pole" on the Property to integrate lighting and improve wireless connectivity which will provide enhanced communications for local citizens (the "Smart Pole");

WHEREAS, the Smart Pole will be installed and maintained at the City's sole cost;

WHEREAS, the Library and the Smart Pole provide resources that will improve services and educational opportunities for citizens in the surrounding community;

WHEREAS, Virginia Code §22.1-129(B) allows the School Board to lease its real property;

WHEREAS, due to the expected benefits to be derived for the citizens of the City of Virginia Beach, the School Board is of the opinion that a lease to the City for the Library and Smart Pole is a benefit to both parties.

NOW THEREFORE BE IT RESOLVED that:

1. The School Board finds that leasing the Property to the City for the Library and the Smart Pole and such other public services as may be contemplated is a benefit to the citizens and will not adversely affect the utility of Creeds Elementary School.
2. Pursuant to Virginia Code §22.1-129(B), the School Board has the ability to enter into said lease.
3. The School Board authorizes the Chair or her designee to execute any and all documents desired and necessary to complete the above-referenced transaction.

Adopted by the School Board this ___ day of _____, 2022

Carolyn T. Rye, Chair

ATTEST:

Regina Toneatto
Clerk of School Board

LEASE

THIS LEASE is made this _____ day of _____, 20__, by and between the SCHOOL BOARD OF THE CITY OF VIRGINIA BEACH (“Lessor”) and the CITY OF VIRGINIA BEACH, a municipal corporation of the Commonwealth of Virginia (“Lessee”).

W I T N E S S E T H:

That for and in consideration of the terms, conditions, covenants, promises and agreements herein made, Lessor hereby leases and demises unto Lessee the following described real property (the “Leased Premises”):

That portion of Creeds Elementary School located at 920 Princess Anne Road, Virginia Beach, Virginia 23457, (the “Building”) containing approximately 9,022 square feet of space shown as the “Creeds Public Library” on **Exhibit A** attached hereto, together with the area utilized for a Smart Pole shown as a red star on said **Exhibit A**.

1. Term of Lease. The term of this Lease shall commence on May 1, 2022, (the “Commencement Date”) and shall continue for twenty (20) years ending on April 30, 2042, unless sooner terminated as provided in this Lease.

2. Rent. The “Rent Commencement Date” for the Leased Premises shall be May 1, 2022.

Rent for the Leased Premises beginning with the Rent Commencement Date shall be One Dollar (\$1.00) annually and shall be paid at such address as Lessor may direct, or if none other specified, to the address provided for delivering notices in Paragraph 15.

3. Purpose and Use of Leased Premises. The Leased Premises shall be used for:

a. With regard to the Creeds Public Library, a public library by Lessee in joint usage with Lessor’s “School Media Center” and other public purposes as may be determined by the “Pungo-Blackwater Library & Creeds Elementary School Joint Use Committee” (the “Committee”) pursuant to the “Pungo-Blackwater Library & Creeds Elementary School Joint Use Regulations” (the Regulations”) which are incorporated herein and attached hereto as **Exhibit B**.

b. With regard to the Smart Pole, a pole utilized to integrate smart lighting systems, sensors, wireless connectivity (Wi-Fi or cellular technology) and other functions in a cohesive unit to provide enhanced communication to local citizens, which pole shall be installed and maintained at the City’s sole cost.

The Leased Premises shall not be used in such a manner as to constitute a public or private nuisance.

4. Utilities and Services. Lessee shall pay for the cost of electricity and other utilities and custodial services and supplies to and for the Leased Premises during the term of this Lease in accordance with the Regulations.

5. Alterations by Lessee. Lessee, at Lessee's option and expense, may make structural modifications, alterations, additions or improvements, including, but not limited to all Capital Improvement Projects, to the Leased Premises with Lessor's prior written approval. Any structural modifications, additions, or improvements, including, but not limited to all Capital Improvement Projects involving cost participation by both Lessee and Lessor shall be reviewed, planned and funded in accordance with the Regulations. Upon termination of this Lease, any structural modifications, alterations, additions or improvements shall become the property of Lessor.

6. Maintenance. Except as otherwise provided herein, Lessor covenants to keep, repair and maintain, at Lessor's expense, the Leased Premises. Lessor's obligations are subject to ordinary wear and tear. Further, Lessor shall be entitled to full reimbursement to the extent Lessee is responsible for any damage to the Leased Premises or the Building caused by the willful or negligent acts or omissions of Lessee or its agents, contractors, subcontractors, employees, or invitees, except to the extent liability is waived under Paragraph 10.

Lessee, covenants to keep, repair and maintain, at Lessee's expense, Lessee's equipment, workstations, book shelving units, fixtures and all personal property or leasehold improvements (whether attached or unattached) located in the Leased Premises. Lessee agrees to perform all such repairs, replacements or restoration in a workmanlike manner.

7. Inspection of Leased Premises/Access. Prior to the occupancy of the Leased Premises, a representative of Lessor and Lessee shall conduct an inspection of the Leased Premises.

Lessor or Lessor's designee shall have the right to enter upon the Leased Premises, upon reasonable prior notice to verify Lessee's compliance with the terms of this Lease.

8. Assignment and Sub-Lease. Lessee shall not, without Lessor's prior written consent, assign this Lease in whole or in part or sublease all or any part of the Leased Premises.

9. Compliance With Regulations. Lessee on behalf of itself and its agents, employees, contractors, invitees and licensees, hereby agrees to observe and comply with the Regulations adopted by the Committee and amended from time to time with respect to the occupancy of, use or operations on the Leased Premises. Any subsequent amendment of the Regulations shall be hand-delivered or mailed to Lessee in accordance with Paragraph 15.

10. Insurance/ Waiver of Subrogation. At Lessor's own cost and expense, Lessor may insure the Building against loss or damage due to fire and other casualty within the

classification of fire and extended coverage and any other perils Lessor deems appropriate for the full replacement cost value of the Building. It is expressly understood and agreed to by the parties that all insurance proceeds arising from damage or destruction of the Building by fire, extended coverage or other perils shall belong solely to Lessor.

Lessee covenants that its self-insurance program shall satisfy Lessor's insurance requirements in the amount of \$1,000,000 combined single limits per occurrence for public liability insurance for the Leased Premises. At Lessee's option and at its own cost and expense, Lessee may insure its furnishings, equipment, inventory, fixtures and leasehold improvements made by Lessee, including all Capital Improvement Projects contemplated solely for the benefit of Lessee, and other personal property against damage or destruction by fire or other casualty, and that Lessor shall not be liable to Lessee for such damage or destruction unless caused by the sole negligence or acts of Lessor, its employees and/or agents. The proceeds of any insurance policy of Lessee on Lessee's furnishings, equipment, inventory, fixtures, and leasehold improvements arising from the damage or destruction of Lessee's furnishings, equipment, inventory, fixtures and leasehold improvements by fire or other casualty shall belong solely to Lessee.

Lessor and Lessee agree on behalf of themselves and all other claiming under them, including any insurer, to waive all claims against each other, including all rights of subrogation, for loss or damage to their respective property arising from any fire and any of the perils normally insured against in an extended insurance policy, including vandalism and malicious mischief endorsements. If either party so requests, the other party shall obtain from its insurer a written waiver of all rights of subrogation that it may have against the other party.

11. Indemnification and Hold Harmless. Except to the extent liability has been expressly waived under Paragraph 10, to the extent permitted by law and without waiving Lessee's defense of sovereign immunity, Lessee agrees to indemnify and hold harmless Lessor, from all liability for any injuries or damages to persons or property directly caused or resulting from or arising out of any negligent act or omission on the part of Lessee, its employees or agents associated with the use and occupancy of the Leased Premises by Lessee. This indemnity and hold harmless provision shall survive and remain in effect notwithstanding any termination, cancellation or expiration of this Lease or Lessee's tenancy.

12. Damage or Destruction of Leased Premises. If the Building is damaged by fire or other casualty so as to render same, untenable in whole or in substantial part, then Lessor or Lessee may elect to terminate this Lease effective as of the date of such casualty. This election by Lessor or Lessee shall be made within ninety (90) days after the occurrence of fire or other casualty. If this Lease is so terminated, Lessee shall remove all of its property from the Leased Premises within ninety (90) days after the notice of termination is given.

If the Building is damaged by fire or other casualty which does not render same untenable in substantial part, this Lease may be terminated by mutual consent of the parties. In the event this Lease is not so terminated, Lessor agrees to restore the Building with reasonable dispatch to substantially the same condition it was in prior to such damage, insofar as the proceeds

from Lessor's insurance permit and excluding any alterations or leasehold improvements made by Lessee. All other repairs, including restoration of alterations and leasehold improvements made by Lessee shall be conducted at the sole expense of Lessee. For purposes of this Paragraph, "substantial part" shall be deemed to mean more than 50% of the usable floor area of the Building.

13. Default/Termination. In the event of any failure of Lessee to timely and fully comply with any term of this Lease, Lessee shall be in default. If such default shall continue for more than thirty (30) days after written notice thereof shall have been mailed or delivered to Lessee, Lessor may, with sixty (60) days written notice to Lessee, terminate Lessee's right to possession of the Leased Premises by any lawful means, and this Lease shall then terminate and Lessee shall surrender possession of the Leased Premises to Lessor upon termination as set forth in this Paragraph.

Notwithstanding any provision to the contrary, this Lease, and the obligations arising hereunder, may be terminated by either party hereto upon providing one hundred eighty (180) days written notice to the other party.

14. Surrender. Upon the expiration or earlier termination of this Lease, Lessee shall surrender to Lessor the Leased Premises in good condition and repair, ordinary wear and tear, fire and other casualty.

15. Notices. All notices permitted by this Lease to be mailed to a party to this Lease shall be mailed or hand-delivered to the following agents for each party who are hereby appointed and designated as such for the purpose of receiving all such notices at the address shown below, or at such other address as either party may designate by notice given from time to time:

To Lessor: School Board of the City of Virginia Beach
Attn: Melisa A. Ingram
Executive Director of Facilities Services
1568 Corporate Landing Pkwy, Suite 200
Virginia Beach, Virginia 23454

To Lessee: City of Virginia Beach
Attn: Barry Shockley
Facilities Management
Municipal Center, Bldg. #18, Room 228
Virginia Beach, Virginia 23456

Each party shall immediately notify the other party, in writing, of any changes of agents, and no change of agents shall be effective until such notice is given.

16. Compliance With All Laws/Governing Law/Venue. Lessee shall comply with all federal, state, and local statutes, ordinances, and regulations now in effect or hereafter adopted, in the performance of its obligations under this Lease.

This Lease shall be governed by the laws of the Commonwealth of Virginia. It has been entered into and is to be performed in Virginia Beach, Virginia, and the parties designate the Circuit Court of the City of Virginia Beach for purposes of all litigation and venue.

17. Severability. Any term of this Lease, which is prohibited by, or is unlawful or unenforceable under Virginia law shall be ineffective only to the extent of such prohibition, without invalidating the remaining terms of this Lease.

18. Entire Agreement. This written Lease together with **Exhibits A and B**, constitutes the entire, full and complete understanding and agreement of the parties, and may not be modified orally or in any other manner than by agreement in writing signed by all the parties to this Lease, or their respective successors in interest, except for the Regulations which may be amended at any time without the consent of Lessee.

19. Paragraph Headings. Heading to the paragraphs are mere catchwords and are illustrative only. They do not form a part of this Lease nor are they intended to be used in construing same.

IN WITNESS WHEREOF, the parties have affixed their signatures and seals:

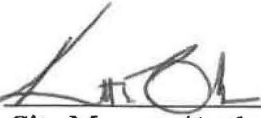
Lessor:

Lessee:

**SCHOOL BOARD OF THE CITY
OF VIRGINIA BEACH**

CITY OF VIRGINIA BEACH

By: _____
Carolyn Rye, Chair

By: _____
City Manager/Authorized
Designee of City Manager

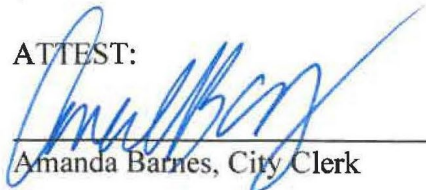
(SEAL)

(SEAL)

ATTEST:

ATTEST:

Clerk

_____
Amanda Barnes, City Clerk

STATE OF VIRGINIA
CITY OF VIRGINIA BEACH, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by Carolyn Rye, Chair of the School Board of the City of Virginia Beach.

Notary Public

My commission expires: _____
My Registration Number: _____

STATE OF VIRGINIA
CITY OF VIRGINIA BEACH, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____, 20__ by _____, Clerk of the School Board of the City of Virginia Beach, on its behalf.

Notary Public

My commission expires: _____
My Registration Number: _____

STATE OF VIRGINIA
CITY OF VIRGINIA BEACH, to-wit:

The foregoing instrument was acknowledged before me this 27th day of June, 2022, by Kenneth L. Chandler, City Manager/Authorized Designee of the City Manager of the City of Virginia Beach, on its behalf.

Jennifer Anne Grundler
Notary Public

My commission expires: 5/31/2025
My Registration Number: 7037167

Commonwealth Of Virginia
Jennifer Anne Grundler - Notary Public
Commission No. 7037167
My Commission Expires 5/31/2025

STATE OF VIRGINIA
CITY OF VIRGINIA BEACH, to-wit:

The foregoing instrument was acknowledged before me this 28th day of June, 2022 by Amanda Barnes, City Clerk of the City of Virginia Beach, on its behalf.

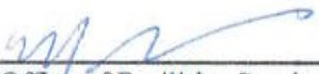
Jennifer Anne Grundler
Notary Public

My commission expires: 5/31/2025
My Registration Number: 7037167

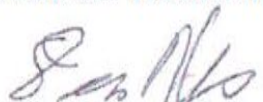
Commonwealth Of Virginia
Jennifer Anne Grundler - Notary Public
Commission No. 7037167
My Commission Expires 5/31/2025

SCHOOL DEPARTMENTS

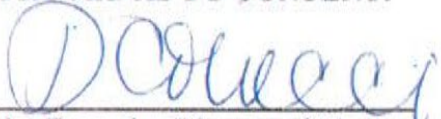
APPROVED AS TO CONTENT:


Office of Facilities Services

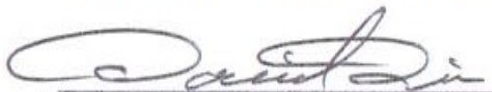
APPROVED AS TO CONTENT:


Office of Business Services


APPROVED AS TO CONTENT:


Senior Executive Director of Elementary Schools

APPROVED AS TO CONTENT:

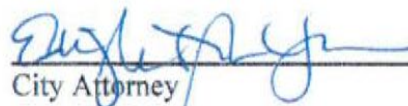

Chief Information Officer

APPROVED AS TO LEGAL SUFFICIENCY:


City Attorney
School Board Attorney

CITY DEPARTMENTS

APPROVED AS TO LEGAL SUFFICIENCY:


City Attorney


APPROVED AS TO CONTENT:


Facilities Management

APPROVED AS TO CONTENT:


Risk Management

APPROVED AS TO CONTENT:


Public Libraries

APPROVED AS TO CONTENT:


Information Technology

EXHIBIT A

[Map showing Leased Premises outlined thereon]

EXHIBIT A



EXHIBIT B
Pungo-Blackwater Library & Creeds Elementary School
Joint Use Regulations

1) Joint Use Committee

A Joint Use Committee (the “Committee”) will be responsible for administering and evolving the school and public library partnership, which has been memorialized by a Lease dated _____, 20__, between the School Board and the City of Virginia Beach (the “Lease”). The Committee will meet regularly to review the Joint Use Regulations, confirm what is working, identify any changes and make the necessary adjustments. The Committee may make these decisions by itself, or it may refer issues to the management of the Schools and the Public Library, when necessary. Membership for the Schools in the Committee will include the Senior Executive Director of Elementary Schools to which Creeds Elementary School is assigned, the Principal of Creeds Elementary School and the Creeds Media Specialist. Membership for the Public Library in the Committee will include the Pungo-Blackwater Library Manager, the Library Public Services Administrator and the local representative to the Public Library Board.

2) Public Library and School Media Center Missions

Creeds Elementary School Media Center

The mission of the School Library is to ensure that students and staff are effective users of ideas and information. This mission is accomplished by providing intellectual and physical access to materials in all formats; by providing instruction to foster competence and stimulate interest in reading, viewing, and using information and ideas, and by working with other educators to design learning strategies to meet the needs of individual students.

Pungo-Blackwater Area Library

Virginia Beach Public Library brings people together and provides equitable and convenient access to resources, educational experiences and opportunities to enrich lives.

3) Staffing

The Pungo-Blackwater Library Manager will manage and supervise the Public Library staff as necessary to perform the Public Library mission. The Creeds Media Specialist will manage the School Library staff as necessary to perform the School Library mission. The school principal shall provide supervision of the Creeds Media Specialist.

4) Use of School Library

Use of School Library Materials: The materials in the School Library will be available for use and checkout after school hours to Creeds Elementary School students. The Pungo-Blackwater Library staff will be responsible for verifying the student's name and recording the barcode number of items being checked out and will be able to assist the student in checking out the book.

Use of the School Library for Programs: This room will be available for use by the Public Library staff only during the hours in which students and faculty are not in the building and prior approval has been given by the Creeds Media Specialist.

5) Use of Story Time Room

This room will be shared during all hours of the day by both Creeds students and Public Library customers. The Creeds Media Specialist and the Pungo-Blackwater Library Manager or other designee will be responsible for booking this room through the use of a master calendar. The priority for scheduling will be 1) Public Library story time programs, 2) Creeds kindergarten and first grade classes, and 3) other school or public library programs on a first come first serve basis. The storage cabinets in this room will be shared by both libraries to store program materials.

6) Use of Conference Room

The Creeds Media Specialist and the Pungo-Blackwater Library Manager will be responsible for booking this room through the use of a master calendar. The School will have priority for scheduling the Conference Room during the hours in which students and faculty are in the building. Exceptions are given for weekly Public Library staff meetings and Book Club programming.

7) Use of School Cafetorium, Gymnasium and other School spaces

All requests for use of other school spaces, including the grounds, will be submitted for approval to the Creeds Principal via the Application for Facility Use form. Creeds staff will follow Virginia Beach City Public Schools guidelines for facility use.

8) Use of Staff Dining

The Public Library staff will have full access to the staff dining areas during and after school hours.

9) Use of School Technology Equipment

Applications: The Public Library will only use those applications that are available on the Schools' network or laptop hard drive. Public Library customers may bring in a disk or a thumb drive to use in the laptop.

Printer: Public Library customers will print their work on the print workstations in the Pungo-Blackwater Area Library. The Public Library staff will collect fees for printing.

Programs: The Public Library may check out School Technology on an as-needed basis for programs after school hours or on weekends. This will be done only after obtaining prior approval from the School Principal in advance of a program and by following any necessary procedures set forth by the School.

Liability: The Public Library will be responsible for any damage and/or theft of School Computer equipment while conducting a program.

10) Use of School Spaces for Storage

The Public Library will be granted space within the School building for storage of materials.

School Stage: The Public Library will use a clearly-defined area on the School stage which includes a section of metal shelving and a small floor space immediately in front of the shelving.

School Server Closet: The Public Library will use the small closet located across from the School Cafetorium's rear exit for the storage of materials and computer network equipment.

11) Use of School Laminator

The Public Library will be granted use of the School's laminating machine on an as-needed basis. This will be done only after receiving prior approval from the School Principal or designee and by following any necessary procedures set forth by the School.

12) Physical Facility

Parking: The School Division will grant the Public Library staff and customers the use of the parking areas and drives located upon the premises of Creeds Elementary School in common with School Division employees and visitors.

Custodial: The School Division will provide custodial service to clean the Public Library and the shared school spaces which include the School Library, Story Time Room, and conference room. All spaces are to be cleaned when the Public Library is

closed to the public. The frequencies and tasks of the custodial services shall be determined by the Committee. The cost of such service shall be billed to the City's Department of General Services for reimbursement to the School Division by monthly Interdepartmental Transfers ("IDTs").

Building Maintenance: The School Division will be responsible for all maintenance of the Pungo-Blackwater Area Library as set forth in the Lease. The Public Library will follow the school's process for submitting work requests. In the evenings, on weekends, in the summer and during an emergency, the Public Library building manager will contact appropriate school maintenance personnel directly.

Electrical Cost: The City's General Services Department will provide payment for a percentage of the electrical cost, which is estimated to be \$1.60/SF per year. Such cost shall be billed to the City's Department of General Services for reimbursement to the School Division monthly by IDTs.

Future Capital Improvements: Any permanent physical improvements to be made to the Public Library will be reviewed for appropriateness by the School's Office of Facilities Services. All capital improvements that will be shared between the Schools and the Public Library (e.g. re-roofing, HVAC system, etc.) will be jointly planned by Public Library and School staff with all costs borne proportionately between the City of Virginia Beach and the Virginia Beach City Public Schools.

Telephones and Computer Network maintenance: The Public Library will pay for its own costs associated with these services. All telephone and computer network service and maintenance will be conducted through the City's Department of Information Technology.

13) Fire Drills

In accordance with the School Safety Policy, the Public Library will be evacuated during routine fire drills. The Creeds Elementary School Principal will inform the Pungo-Blackwater Librarian of these drills in advance.

14) Teacher/Student Use of the Public Library During School Hours

Teachers will be able to schedule times when they can bring their classes of students to the Public Library during school hours. Students visiting the Public Library during school hours must be supervised by their teacher to assure their safety. Creeds Elementary School field trip guidelines will be followed for these visits.

Teachers will have access to the collection in the Public Library to support their teaching needs. Teachers can borrow materials for classroom use following the Public Library guidelines outlined in the Institute Card policy.

15) Building Security

All doors between the School and Public Library will remain locked during school hours.

Only the Creeds Elementary School Principal and the Pungo-Blackwater Library Manager will have master keys to the building. Each Public Library staff member will be issued a key to the front entrance of the Public Library, the adjoining door between the Public and School Libraries, and the rear entrance of the Public Library leading into a school hallway.

The Public Library staff will be responsible for securing the Public Library and the shared school spaces at closing each day.

The Public Library staff will be issued identification badges to be worn during work hours.

16) Review of Joint Use Regulations

The Joint Use Regulations may be modified at any time with the mutual assent of the Creeds Elementary School and the Pungo-Blackwater Library. A copy of any amendments to the Joint Use Regulations shall be mailed or delivered to the parties under the Lease in accordance with Paragraph 15 of the Lease. The Committee may recommend that decisions about modifications to the Joint Use Regulations be shared with schools and Public Library Administration. If either the School or the Public Library believes that the Project is detrimental to their respective missions, either party may request their respective representatives under the Lease to terminate the Lease in accordance with Paragraph 13 of said Lease.

L E A S E

THIS LEASE is made this 3 day of October, 2000, by and between the SCHOOL BOARD OF THE CITY OF VIRGINIA BEACH ("Lessor") and the CITY OF VIRGINIA BEACH, a municipal corporation of the Commonwealth of Virginia ("Lessee").

W I T N E S S E T H :

That for and in consideration of the terms, conditions, covenants, promises and agreements herein made, Lessor hereby leases and demises unto Lessee the following described real property (the "Leased Premises"):

That portion of Creeds Elementary School located at 920 Princess Anne Road, Virginia Beach, Virginia 23457, (the "Building") containing approximately 9,022 square feet of space shown as the hatched area on Exhibit A attached hereto.

1. Term of Lease. The term of this Lease shall commence on October 1, 2000 (the "Commencement Date"), and shall continue for twenty (20) years ending on September 30, 2020, unless sooner terminated as provided in this Lease.

2. Rent. The "Rent Commencement Date" for the Leased Premises shall be October 1, 2000.

Rent for the Leased Premises beginning with the Rent Commencement Date shall be One Dollar (\$1.00) annually, and shall be paid at such address as Lessor may direct, or if none other specified, to the address provided for delivering notices in Paragraph 15.

3. Purpose and Use of Leased Premises. The Leased Premises shall be used for a public library by Lessee in joint usage with Lessor's "School Media Center" and other public purposes as may be determined by the "Pungo- Blackwater Library & Creeds Elementary School Joint Use Committee"(the "Committee") pursuant to the "Pungo-Blackwater Library & Creeds Elementary School Joint Use Regulations"(the Regulations") which are incorporated herein and attached hereto as Exhibit B. The Leased Premises shall not be used in such a manner as to constitute a public or private nuisance.

4. Utilities and Services. Lessee shall pay for the cost of electricity and other utilities and custodial services and supplies to and for the Leased Premises during the term of this Lease in accordance with the Regulations.

5. Alterations by Lessee. Lessee, at Lessee's option and expense, may make structural modifications, alterations, additions or improvements, including, but not limited to all Capital Improvement Projects, to the Leased Premises with Lessor's prior written approval. Any structural modifications, additions, or improvements, including, but not limited to all Capital Improvement Projects involving cost participation by both Lessee and Lessor shall be reviewed, planned and funded in accordance with the Regulations. Upon termination of this Lease, any structural modifications, alterations, additions or improvements shall become the property of Lessor.

6. Maintenance. Except as otherwise provided herein, Lessor covenants to keep, repair and maintain, at Lessor's expense, the Leased Premises. Lessor's obligations are subject to ordinary wear and tear. Further, Lessor shall be entitled to full reimbursement to the extent Lessee is responsible for any damage to the Leased Premises or the Building caused by the willful or negligent acts or omissions of Lessee or its agents, contractors, subcontractors, employees, or invitees, except to the extent liability is waived under Paragraph 10.

Lessee, covenants to keep, repair and maintain, at Lessee's expense, Lessee's equipment, workstations, book shelving units, fixtures and all personal property or leasehold improvements (whether attached or unattached) located in the Leased Premises. Lessee agrees to perform all such repairs, replacements or restoration in a workmanlike manner.

7. Inspection of Leased Premises/Access. Prior to the occupancy of the Leased Premises, a representative of Lessor and Lessee shall conduct an inspection of the Leased Premises.

Lessor or Lessor's designee shall have the right to enter upon the Leased Premises, upon reasonable prior notice to verify Lessee's compliance with the terms of this Lease.

8. Assignment and Sub-Lease. Lessee shall not, without Lessor's prior written consent, assign this Lease in whole or in part or sublease all or any part of the Leased Premises.

9. Compliance With Regulations. Lessee on behalf of itself and its agents, employees, contractors, invitees and licensees, hereby agrees to observe and comply with the Regulations adopted by the Committee and amended from time to time with respect to the occupancy of, use or operations on the Leased Premises. Any subsequent amendment of the Regulations shall be hand-delivered or mailed to Lessee in accordance with Paragraph 15.

10. Insurance/ Waiver of Subrogation. At Lessor's own cost and expense, Lessor may insure the Building against loss or damage due to fire and other casualty within the classification of fire and extended coverage and any other perils Lessor deems appropriate for the full replacement cost value of the Building. It is expressly understood and agreed to by the parties that all insurance proceeds arising from damage or destruction of the Building by fire, extended coverage or other perils shall belong solely to Lessor.

Lessee covenants that its self-insurance program shall satisfy Lessor's insurance requirements in the amount of \$1,000,000 combined single limits per occurrence for public liability insurance for the Leased Premises. At Lessee's option and at its own cost and expense, Lessee may insure its furnishings, equipment, inventory, fixtures and leasehold improvements made by Lessee, including all Capital Improvement Projects contemplated solely for the benefit of Lessee, and other personal property against damage or destruction by fire or other casualty, and that Lessor shall not be liable to Lessee for such damage or destruction unless caused by the sole negligence or acts of Lessor, its employees and/or agents. The proceeds of any insurance policy of Lessee on Lessee's furnishings, equipment, inventory, fixtures, and leasehold improvements arising from the damage or destruction of Lessee's furnishings, equipment, inventory, fixtures and leasehold improvements by fire or other casualty shall belong solely to Lessee.

Lessor and Lessee agree on behalf of themselves and all other claiming under them, including any insurer, to waive all claims against each other, including all rights of subrogation, for loss or damage to their respective property arising from any fire and any of the perils normally insured against in an extended insurance policy, including vandalism and malicious mischief endorsements. If either party so requests, the other party shall obtain from its insurer a written waiver of all right of subrogation that it may have against the other party.

11. Indemnification and Hold Harmless. Except to the extent liability has been expressly waived under Paragraph 10, to the extent permitted by law and without waiving Lessee's defense of sovereign immunity, Lessee agrees to indemnify and hold harmless Lessor, from all liability for any injuries or damages to persons or property directly caused or resulting from or arising out of any negligent act or omission on the part of Lessee, its employees or agents associated with the use and occupancy of the Leased Premises by Lessee. This indemnity and hold harmless provision shall survive and remain in effect notwithstanding any termination, cancellation or expiration of this Lease or Lessee's tenancy.

12. Damage or Destruction of Leased Premises. If the Building is damaged by fire or other casualty so as to render same, untenable in whole or in substantial part, then Lessor or Lessee may elect to terminate this Lease effective as of the date of such casualty. This election by Lessor or Lessee shall be made within ninety (90) days after the occurrence of fire or other casualty. If this Lease is so terminated, Lessee shall remove all of its property from the Leased Premises within ninety (90) days after the notice of termination is given.

If the Building is damaged by fire or other casualty which does not render same untenable in substantial part, this Lease may be terminated by mutual consent of the parties. In the event this Lease is not so terminated, Lessor agrees to restore the Building with reasonable dispatch to substantially the same condition it was in prior to such damage, insofar as the proceeds from Lessor's insurance permit and excluding any alterations or leasehold improvements made by Lessee. All other repairs, including restoration of alterations and leasehold improvements made by Lessee shall be conducted at the sole expense of Lessee. For

purposes of this Paragraph , "substantial part" shall be deemed to mean more than 50% of the usable floor area of the Building.

13. Default/Termination. In the event of any failure of Lessee to timely and fully comply with any term of this Lease, Lessee shall be in default. If such default shall continue for more than thirty (30) days after written notice thereof shall have been mailed or delivered to Lessee, Lessor may, with sixty (60) days written notice to Lessee, terminate Lessee's right to possession of the Leased Premises by any lawful means, and this Lease shall then terminate and Lessee shall surrender possession of the Leased Premises to Lessor upon termination as set forth in this Paragraph.

Notwithstanding any provision to the contrary, this Lease, and the obligations arising hereunder, may be terminated by either party hereto upon providing one hundred eighty (180) days written notice to the other party.

14. Surrender. Upon the expiration or earlier termination of this Lease, Lessee shall surrender to Lessor the Leased Premises in good condition and repair, ordinary wear and tear, fire and other casualty.

15. Notices. All notices permitted by this Lease to be mailed to a party to this Lease shall be mailed or hand-delivered to the following agents for each party who are hereby appointed and designated as such for the purpose of receiving all such notices at the address shown below, or at such other address as either party may designate by notice given from time to time:

To Lessor: School Board of the City of Virginia Beach
 Attn: Anthony L. Arnold
 Director of Facilities Planning & Construction
 School Administration Annex
 Municipal Center, Bldg. # 16
 Virginia Beach, Virginia 23456

To Lessee: City of Virginia Beach
 Attn. David M. Grochmal
 Director of the Department of General Services
 Municipal Center, Bldg. #18, Room 228
 Virginia Beach, Virginia 23456

Each party shall immediately notify the other party, in writing, of any changes of agents, and no change of agents shall be effective until such notice is given.

16. Compliance With All Laws/Governing Law/Venue. Lessee shall comply with all federal, state, and local statutes, ordinances, and regulations now in effect or hereafter adopted, in the performance of its obligations under this Lease.

This Lease shall be governed by the laws of the Commonwealth of Virginia. It has been entered into and is to be performed in Virginia Beach, Virginia, and the parties designate the Circuit Court of the City of Virginia Beach for purposes of all litigation and venue.

17. Severability. Any term of this Lease which is prohibited by, or is unlawful or unenforceable under Virginia law shall be ineffective only to the extent of such prohibition, without invalidating the remaining terms of this Lease.

18. Entire Agreement. This written Lease together with Exhibits A and B, constitutes the entire, full and complete understanding and agreement of the parties, and may not be modified orally or in any other manner than by agreement in writing signed by all the parties to this Lease, or their respective successors in interest, except for the Regulations which may be amended at any time without the consent of Lessee.

19. Paragraph Headings. Heading to the paragraphs are mere catchwords and are illustrative only. They do not form a part of this Lease nor are they intended to be used in construing same.

IN WITNESS WHEREOF, the parties have affixed their signatures and seals:

Lessor:

Lessee:

SCHOOL BOARD OF THE CITY
OF VIRGINIA BEACH

CITY OF VIRGINIA BEACH

By: *Daniel D. Edwards*
Daniel D. Edwards,
Chairman

By: *Carol Zamp*
~~City Manager~~/Authorized Designee
of City Manager

(SEAL)
ATTEST:

(SEAL)
ATTEST:

Mianne P. Alexander
Clerk

Borley O. Hooks
for Ruth Hodges Smith, City Clerk
Chief Deputy

STATE OF VIRGINIA
CITY OF VIRGINIA BEACH, to-wit:

The foregoing instrument was acknowledged before me this 3 day of October, 2000, by Daniel D. Edwards, Chairman of the School Board of the City of Virginia Beach.

Minnie E. Hery
Notary Public

My commission expires: 2/28/02

STATE OF VIRGINIA
CITY OF VIRGINIA BEACH, to-wit:

The foregoing instrument was acknowledged before me this 3 day of October, 2000, by Dianne P. Alexander, Clerk of the School Board of the City of Virginia Beach, on its behalf.

Minnie E. Hery
Notary Public

My commission expires: 2/28/02

STATE OF VIRGINIA
CITY OF VIRGINIA BEACH, to-wit:

The foregoing instrument was acknowledged before me this 30th day of October, 2000, by C. Oral Lambert City Manager/Authorized Designee of the City Manager of the City of Virginia Beach, on its behalf.

C. M. Lambert
Notary Public

My commission expires: 07/31/01

STATE OF VIRGINIA
CITY OF VIRGINIA BEACH, to-wit:

The foregoing instrument was acknowledged before me this 30th day of October, 2000, by Ruth-Hodges-Smith, City Clerk of the City of Virginia Beach, on its behalf.

Beverly O. Hooks

C. M. O'Neal
Notary Public

My commission expires: 07/31/01

SCHOOL DEPARTMENTS

APPROVED AS TO CONTENT:

[Signature]
Facilities Planning & Construction

APPROVED AS TO CONTENT:

[Signature]
Office of Business Services

APPROVED AS TO CONTENT:

Elizabeth C. Taylor
Assistant Superintendent
School Administration

APPROVED AS TO CONTENT:

[Signature]
Director of Instruction

APPROVED AS TO CONTENT:

[Signature]
Office of Technology

CITY DEPARTMENTS

APPROVED AS TO
LEGAL SUFFICIENCY:

[Signature]
Law Department

APPROVED AS TO CONTENT:

[Signature]
Department of General Services

APPROVED AS TO CONTENT:

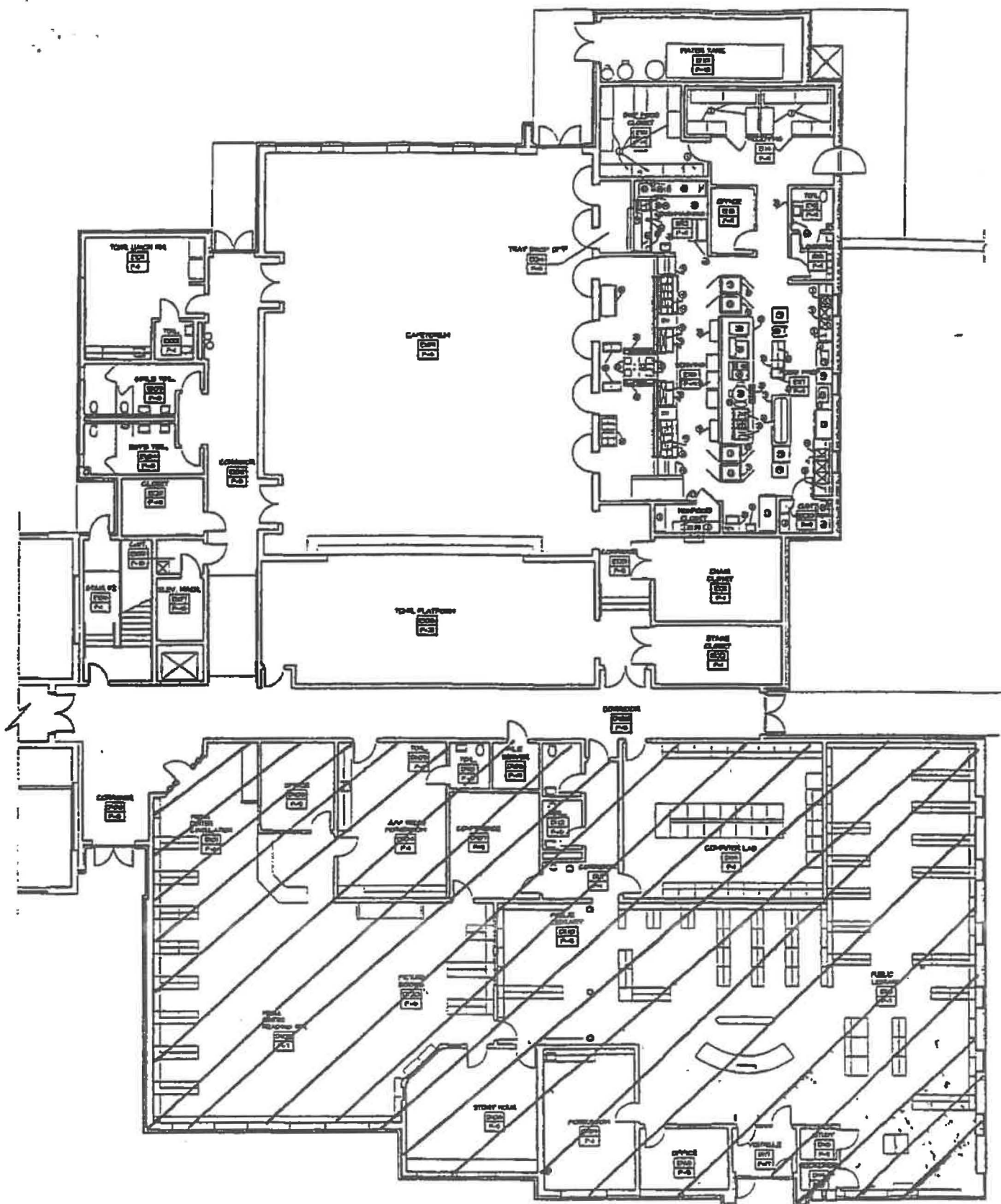
[Signature]
Risk Management

APPROVED AS TO CONTENT:

[Signature]
Public Libraries For Martha J. Sims

APPROVED AS TO CONTENT:

[Signature]
Communications & Information Technology



**PUNGO/BLACKWATER PUBLIC LIBRARY
CREEDS ELEMENTARY SCHOOL MEDIA CENTER**

NO SCALE

02-12-1999



EXHIBIT B

Pungo-Blackwater Library & Creeds Elementary School Joint Use Regulations

1) Joint Use Committee

A Joint Use Committee (the "Committee") will be responsible for administering and evolving the school and public library partnership, which has been memorialized by a Lease dated _____, 2000, between the School Board and the City of Virginia Beach (the "Lease"). The Committee will meet regularly to review the Joint Use Regulations, confirm what is working, identify any changes and make the necessary adjustments. The Committee may make these decisions by itself, or it may refer issues to the management of the Schools and the Public Library, when necessary. Membership for the Schools in the Committee will include the Assistant Superintendent for Elementary Schools to which Creeds Elementary School is assigned, the Principal of Creeds Elementary School and the Creeds Media Specialist and the Creeds Computer Resource Teacher. Membership for the Public Library in the Committee will include the Pungo-Blackwater Library Coordinator, the Public Library Computer Room Assistant, the Public Library Operations Manager and the local representative to the Public Library Board.

2. Public Library and School Media Center Missions

Creeds Elementary School Media Center

The mission of the School Library is to ensure that students and staff are effective users of ideas and information. This mission is accomplished by providing intellectual and physical access to materials in all formats; by providing instruction to foster competence and stimulate interest in reading, viewing, and using information and ideas, and by working with other educators to design learning strategies to meet the needs of individual students.

Pungo-Blackwater Area Library

The mission of the Public Library is to provide free access to accurate and current information and materials to all individuals and to promote reading as a critical life skill. A literate populace and the freedom to share information expressing all points of View are essential to democracy. The Pungo-Blackwater Area Library will accomplish this mission by providing free access to collections, resources and services that reflect the needs and tastes of all citizens.

3) Staffing

The Pungo-Blackwater Library Coordinator will manage and supervise the Public Library staff as necessary to perform the Public Library mission. The Creeds Media Specialist will manage the School Library staff as necessary to perform the School Library mission. The school principal shall provide supervision of the Creeds Media Specialist.

4) **Public Use of School Library**

Use of School Library Materials: With the exception of the Accelerated Reader collection, the materials in the School Library will only be available for in-library use after school hours to all library customers. The Accelerated Reader collection will only be available for check out to Creeds students. The Pungo-Blackwater Library staff will be responsible for verifying the student's name and recording the barcode number of the item being checked out. This information will be given to the Creeds Media Specialist the next school day.

Use of School Library Computers: Public Library customers will have access to two computers in the School Library after school hours. One will be used to access the School Library catalog and the other will provide Creeds students with access to the Accelerated reader tests.

Security of School Library Materials: To prevent theft, each book in the School Library collection will be tagged with a security tag. The initial tags will be purchased by the Pungo-Blackwater Library. The Creeds Media Specialist will purchase tags for new materials each year.

5) **Use of Story Time Room**

This room will be shared during all hours of the day by both Creeds students and Public Library customers. The Creeds Media Specialist and the Pungo-Blackwater Library Coordinator or other designee will be responsible for booking this room through the use of a master calendar. The priority for scheduling will be 1) Public Library story time programs, 2) Creeds kindergarten and first grade classes, and 3) other school or School Library programs on a first come first serve basis. The storage cabinets in this room will be shared by both libraries to store program materials.

6) **Use of Conference Room**

The Creeds Media Specialist and the Pungo-Blackwater Library Coordinator or designee will be responsible for booking this room through the use of a master calendar. The School will have priority for scheduling the Conference Room during the hours in which students and faculty are in the building. The Public Library staff will use this room on a weekly basis for staff meetings during school hours and as a small meeting room for community groups after school hours. The Creeds Elementary School and Pungo-Blackwater Library shall each be entitled to not less than twenty hours per week of use of the Conference Room.

7) **Use Of School Cafetorium**

All requests for use of the school cafetorium will be submitted for approval to the Creeds Principal via the Application for School Use form.

8) **Use of Staff Dining**

The Public Library staff will have full access to the staff dining area during and after school hours.

9) **Use of School Computer Lab**

Direct Supervision: Supervision of computer room users is essential to provide quality instruction, offer assistance in the use of hardware and software, and to prevent its damage or misuse. The Public Library will employ paid staff or volunteers to oversee the room during all hours that it is used after normal school hours. These individuals will have skills equivalent to those of a Central Library Computer Room Assistant. Selection and training for computer room staff or volunteers will be done collaboratively with the Creeds Computer Resource Teacher or designee. Skills required for the position will be reviewed periodically to assure suitability

Maintenance: All PCs in the lab must be classroom ready each morning. To support this requirement, the Public Library will place one PC on-site and one PC in Public Library Automated Services that can be used to swap out hardware that malfunctions during the evening or over the week-end. These PCs will be configured to meet Schools standards. Schools will retain responsibility for correcting any network problems.

Filtering: The Schools will establish a log-on account with multiple filtering options. The Public Library computer lab monitor will log on any PC that the Public Library desires to have access filtered differently than Schools settings. Any PCs not logged on by the monitor will provide access at the level of filtering selected by the Schools.

Applications: The Public Library will only use those applications that are mounted on the Schools' network or PC hard drive. Public Library customers may bring in an empty disk or a disk with data from home to use in the computer lab if it is checked by the lab monitor with a Schools-approved anti-virus program.

Use of School Computer Lab-continued

CD Products: The Schools will provide one extra set of CDs that support the curriculum for use on each PC operated by the Public Library. This set will be kept in a storage cabinet in the computer room. The cabinet will be keyed differently from other storage spaces in the room. If the Public Library decides to expand the number of PCs it uses in the lab, it will be responsible for adding additional sets of CDs to support those workstations.

Printer: Public Library customers of the lab will print their work on the print workstations in the Pungo- Blackwater Area Library. The Public Library staff will collect fees for printing.

Supplies: The Public Library will pay for all supplies used by Public Library customers in the computer lab after school hours.

Workstations: The Public Library will limit use to five workstations initially. It prefers to start small and grow as it learns how to be successful. Any plans for growth will be made in

collaboration with the Creeds Elementary School Principal and the Creeds Computer Resource Teacher.

Hardware Replacement Cost-Sharing: The Public Library will pay 50% of the cost of upgrade or replacement of the PCs it is sharing. Upgrade and replacement costs will be estimated during compilation of the annual operating budget each year.

Communication: The Schools will share with the Public Library any decisions it makes concerning major influences upon its network operation or computer room configuration that will affect customer service in the evenings, on the weekends and during the summer months.

Annual Operating Budget Planning: The Public Library will consult with the Creeds Elementary School Principal, the Creeds Computer Resource Teacher and other responsible parties in early October each year to plan for funding for continuation or expansion of service in the computer room.

Date of Initiation of Service: The Public Library will begin operating the computer room in the evenings, on the weekends and during the summer months on or after January 2, 2001.

10) **Physical Facility**

Parking: The School Division will grant the Public Library staff and customers the use of the parking areas and drives located upon the premises of Creeds Elementary School in common with School Division employees and visitors.

Custodial: The School Division will provide custodial service to clean the Public Library and the shared school spaces which include the School Library, Story Time Room, conference room, and the computer lab. All spaces are to be cleaned after normal school hours and when the Public Library is closed to the public. The frequencies and tasks of the custodial services shall be determined by the Committee. The cost of such service shall be billed to the City's Department of General Services for reimbursement to the School Division by monthly Interdepartmental Transfers ("IDTs").

Building Maintenance: The School Division will be responsible for all maintenance of the Pungo-Blackwater Area Library as set forth in the Lease. The Public Library will follow the school's MP2 process for submitting work requests. These requests will be submitted by the Pungo-Blackwater building manager to the head custodian, Assistant Principal or Principal during normal school hours. In the evenings, on week-ends, in the summer and during an emergency, the Public Library building manager will contact appropriate school maintenance personnel directly.

Electrical Cost: The City's General Services Department will provide payment for a percentage of the electrical cost, which is estimated to be \$1.60/SF per year. Such cost shall be billed to the City's Department of General Services for reimbursement to the School Division monthly by IDTs.

Future Capital Improvements: Any permanent physical improvements to be made to the Public Library will be reviewed for appropriateness by the School's Office of Facilities Planning and Instruction. All capital improvements that will be shared between the Schools and the Public Library (e.g. re-roofing, HVAC system, etc.) will be jointly planned by Public Library and School staff with all costs borne proportionately between the City of Virginia Beach and the City Public Schools.

11) **Fire Drills**

In accordance with the School Safety Policy, the Public Library will be evacuated during routine fire drills. The Creeds Elementary School Principal will inform the Pungo-Blackwater Librarian of these drills in advance.

12) **Teacher/Student Use of the Public Library During School Hours**

Teachers will be able to schedule times when they can bring their classes of students to the Public Library during school hours. Students visiting the Public Library during school hours must be supervised by their teacher to assure their safety.

Teachers will have access to the collection in the Public Library to support their teaching needs. Teachers can borrow materials for classroom use following the Public Library guidelines outlined in the School Library Card policy.

13) **Building Security**

All doors between the School and Public Library will remain locked during school hours.

Only the Creeds Elementary School Principal and the Pungo-Blackwater Library Coordinator will have master keys to the building. Each Public Library staff member will be issued a key to the front entrance of the Public Library.

The Public Library staff will be responsible for securing the Public Library and the shared school spaces at closing each day.

The Public Library staff will be issued identification badges to be worn during work hours.

14) **Review of Joint Use Regulations**

The Joint Use Committee will evaluate the effectiveness of the shared Creeds Elementary School/Pungo-Blackwater Area Library project (the "Project") at the conclusion of its first year of operation and annually thereafter. The Committee will provide the annual report of its evaluation to the City Manager and the Superintendent of Schools.

The Joint Use Regulations may be modified at any time with the mutual assent of the Creeds Elementary School and the Pungo-Blackwater Library. A copy of any amendments to the

Joint Use Regulations shall be mailed or delivered to the parties under the Lease in accordance with Paragraph 15 of the Lease. The Committee may recommend that decisions about modifications to the Joint Use Regulations be shared with Schools and Public Library Administration. If either the School or the Public Library believes that the Project is detrimental to their respective missions, either party may request their respective representatives under the Lease to terminate the Lease in accordance with Paragraph 13 of said Lease.

C:\WINNT\Profiles\pbstaff\Temporary Internet Files\Content.IE5\URMP2T2H\reads.iso[1].wpd



Subject: Personnel Report **Item Number:** 15A

Section: Action **Date:** August 9, 2022

Senior Staff: Mrs. Cheryl R. Woodhouse, Chief Human Resources Officer

Prepared by: Cheryl R. Woodhouse

Presenter(s): Aaron C. Spence, Ed.D., Superintendent

Recommendation:

That the Superintendent recommends the approval of the appointments and the acceptance of the resignations, retirements and other employment actions as listed on the July 19, 2022, personnel report.

Background Summary:

List of appointments, resignations and retirements for all personnel.

Source:

School Board Policy #4-11, Appointment

Budget Impact:

Appropriate funding and allocations



Subject: Public-Private Education Facilities and Infrastructure Act (PPEA) **Item Number:** 15B

Section: Action **Date:** August 9, 2022

Senior Staff: Jack Freeman, Chief Operations Officer, Department of School Division Services

Prepared by: Melisa A. Ingram, Executive Director, Facilities Services

Presenter(s): Melisa A. Ingram, Executive Director, Facilities Services

Recommendation:

That the School Board approve a motion authorizing the Superintendent to execute the proposed PPEA Interim Agreement for the replacement of three schools within the CIP; Princess Anne High School, Williams Elementary School/Bayside 6th Grade Campus and Bayside High School. The VBCPS Review Committee has short-listed the preferred offeror, SBBCC, (S.B. Ballard Construction Company) and has negotiated an Interim Agreement with SBBCC for 12 months of design work with public input, not-to-exceed \$15,404,544.

Background Summary:

Staff received an unsolicited PPEA proposal from S. B. Ballard Construction Company on June 4, 2021. The School Board formally accepted the unsolicited PPEA on August 24, 2021. In accordance with PPEA guidelines, the School Division has solicited PPEA proposals from the general public, PPEA Request for Conceptual-Phase Proposals #5083 and PPEA Request for Detailed-Phase Proposals #5083. The School Division has received two offers from S. B. Ballard Construction Company and Heartland Jordan J.V. Both companies have presented their proposals to the PPEA review committee. The School Board has received information on the PPEA process and Interim Agreement at a School Board workshop on April 26, 2022 and has received Information at their formal meeting on June 28, 2022. The School Board also conducted a Public Hearing on June 28, 2022. On July 5, 2022, the City Council was briefed on the PPEA process and on August 16, 2022, will be briefed on the Interim Agreement. On September 6, 2022, City Council will get an opportunity for Action.

Source:

Code of Virginia §56-575.1 The Public-Private Education Facilities and Infrastructure Act of 2002
School Board Policy 3-71 Public-Private Education Facilities and Infrastructure Act Projects

Budget Impact:

Not-to-Exceed Total Cost Interim Agreement: \$15,404,544

CIP 1-015 Princess Anne High School: \$7,239,914.50

CIP 1-028 B. F. Williams/Bayside 6th Replacement: \$2,779,756

CIP 1-029 Bayside High School Replacement: \$5,384,873.50

**A RESOLUTION TO APPROVE THE SCHOOL BOARD'S ENTRY INTO AN INTERIM AGREEMENT FOR
DESIGN WORK FOR PRINCESS ANNE HIGH SCHOOL, B.F. WILLIAMS/BAYSIDE 6TH, AND BAYSIDE HIGH
SCHOOL**

WHEREAS, the School Board of the City of Virginia Beach, Virginia (hereinafter "School Board") received an unsolicited proposal for the design and construction of Princess Anne High School, B.F. Williams/Bayside 6th, and Bayside High School (the "Projects");

WHEREAS, following the required procedures under the Virginia Public-Private Education Facilities and Infrastructure Act ("PPEA") and School Board Policy 3-71, the School Board accepted the unsolicited proposal and solicited competing conceptual proposals;

WHEREAS, after review of two conceptual proposals, the School Board requested detailed proposals from the two firms that submitted conceptual proposals;

WHEREAS, after review of the detailed proposals, the School Board negotiated an Interim Agreement with the preferred proposer, S.B. Ballard Construction Company;

WHEREAS, the School Board posted the Interim Agreement for the required 30 days and held a public hearing June 28, 2022;

WHEREAS, the proposed Interim Agreement will advance design of the Projects over the next twelve months, which should also allow the development of a proposed comprehensive agreement, for the Projects with a not-to-exceed cost of \$15,404,544;

WHEREAS the PPEA requires a school board obtain approval from the local governing body prior to entry into an interim or comprehensive agreement.

NOW, THEREFORE BE IT RESOLVED BY THE SCHOOL BOARD OF THE CITY OF VIRGINIA BEACH, VIRGINIA. THAT:

1. The School Board determines that entering into the Interim Agreement with S.B. Ballard Construction Company is in the best interest of the School Board and the School Division.
2. That this Resolution and the supporting documents should be sent to the City Council for approval for the School Board to enter into the Proposed Interim Agreement for the Projects in an amount not-to-exceed \$15,404,544.
3. That, upon approval by the City Council, the Chair or designee is authorized to enter into and/or execute any and all documents or take any necessary actions to execute the Proposed Interim Agreement.

Adopted by the School Board this ___ day of _____, 2022

Carolyn T. Rye, Chair

ATTEST:

Regina Toneatto
Clerk of School Board

INTERIM AGREEMENT

THIS INTERIM AGREEMENT (this "**Agreement**"), dated as of _____, 2022, (the "**Effective Date**"), between THE SCHOOL BOARD OF THE CITY OF VIRGINIA BEACH, VIRGINIA, a public body established in accordance with the Constitution of Virginia Article VII, Section 7, dba **VIRGINIA BEACH CITY PUBLIC SCHOOLS**, a municipal corporation of the Commonwealth of Virginia ("**VBCPS**") and **S.B. Ballard Construction Company** a Virginia corporation, ("**Developer**"), recites and provides as follows:

RECITALS:

A. On June 4, 2021 VBCPS received an unsolicited PPEA proposal from S.B. Ballard Construction Company. This proposal was accepted on August 24, 2021 and a solicitation PPEA Request for Conceptual Proposals #5083 was issued by VBCPS on October 20, 2021.

B. On December 20, 2021, VBCPS received conceptual proposals, under the Virginia Public-Private Education Facilities and Infrastructure Act of 2002 ("**PPEA**") and VBCPS's PPEA Guidelines ("**Guidelines**"), pursuant to a solicitation, PPEA Request for Conceptual Proposals #5083, by VBCPS, for three replacement schools (the "**Project**").

C. After a request for detailed proposals, VBCPS received detailed proposals on *March 18, 2022*, for the Project pursuant to a request by VBCPS for such proposals.

D. The Developer *has* submitted a conceptual and a detailed proposal (collectively, the "**Proposal**") in response to VBCPS's requests for conceptual and detailed proposals.

E. As permitted by the PPEA, VBCPS and the Developer now desire to enter into this Agreement to facilitate and support the efficient and comprehensive evaluation of the Project, as hereinafter more particularly set forth.

INTERIM AGREEMENT

In consideration of the premises set forth in the Recitals, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, VBCPS and the Developer (each, a "**Party**" and together, the "**Parties**") hereby agree as follows:

1. Interim Agreement: Purpose.

a. Interim Agreement. This Agreement is an "interim agreement" (as that term is used under the PPEA and the Guidelines) between VBCPS and Developer in respect of the Project. Major components of the Project are outlined on the attached Exhibit A (unless otherwise indicated, or the context requires, each reference in this Agreement to an "Exhibit" or to a "Section" refers to an exhibit or a section of this Agreement, as applicable).

b. **Purpose.** This Purpose of this Agreement is to engage Developer to produce for VBCPS certain services, reports, plans, and recommendations (collectively, the "Deliverables") regarding the design and construction of the Project. The Deliverables are more specifically described in **Exhibit B**. The Parties anticipate that VBCPS will use all, or a portion of, the Deliverables to determine whether to approve the Project and whether to pursue a Comprehensive Agreement with the Developer pursuant to the PPEA and the Guidelines.

2. **Deliverables; Schedule; Reports; Meetings; Monitoring; Finder Activities.**

a. **Deliverables and Schedule.** Developer will provide to VBCPS the Deliverables in substantial compliance with the schedule set forth in **Exhibit D** (the "Schedule").

b. **Reports and Meetings.** Developer will deliver monthly written progress reports to VBCPS's designated project manager ("VBCPS's Project Manager") beginning on the 30th day of the Term and on each 30-day anniversary of that initial reporting date occurring during the Term and a final such report on the last business day of the Term. In addition to any meetings or similar conferences specified in Exhibit B, Developer's designees as its project managers for the Project (the "Developer's Project Principals"), along with its other principal development team members, consultants and subcontractors (collectively, the "Developer's Project Team"), Exhibit E-1, as appropriate, will participate in monthly meetings with all or portions of the group VBCPS designates as its management team for the Project (the "VBCPS's Management Team"), Exhibit E-2, and its selected consultants. VBCPS's Project Manager (or that manager's designee), in consultation with the designee of Developer's Project Principals, will specify the reasonable dates and times for these meetings. VBCPS's Project Manager is authorized to cancel, or waive, any of these monthly meetings, or opt to conduct any of these meetings via telephone, video conference, or other similar means. Among any other reasonable purpose that VBCPS's Project Manager may specify reasonably in advance, the participants in the monthly meetings will review (i) the then-current status of the Deliverables; (ii) new information related to the Deliverables or the Project; and (iii) Developer's performance under this Agreement.

c. **Monitoring.** Members of VBCPS's Project Management Team are entitled to monitor any of the work undertaken by, or for, Developer under this Agreement, so long as that monitoring does not unreasonably interfere with that work, or with Contractor, or any applicable subcontractor's business.

d. Drawings and Specifications are and shall remain the property of the Owner whether the Project is constructed or not. The Architect shall furnish the Owner with one digital copy and at least one reproducible printed copy of all deliverables, including associated reports, Schematic & Construction Drawings, and Specifications. If the Owner uses the Drawings and Specifications (or any part thereof) in connection with any other project without the written verification, adaptation, and consent of the Architect, such use shall be at the Owner's sole risk

and the Architect shall have no liability, therefore.

3. **Developer Compensation and Reimbursements: Payments: Limitations: Audit: Credit.**

a. **Compensation.** As full and complete compensation for its production and provision of the Deliverables and its performance of any other obligations under this Agreement, VBCPS will pay to Developer the amount set forth in **Exhibit C** - Cost Proposal Form, as the "Pre- Development Fee". The Pre-Development Fee, and its components as listed in **Exhibit C** and further described in **Exhibit B**, are subject to adjustment by amendment to this Agreement if material changes in the Project Components, schedule, or other details of Project Design are required by VBCPS.

b. **Payments.** Developer will present an invoice to VBCPS monthly, and will invoice VBCPS according to the percentage completion of each Task listed on **Exhibit C**. Payment to be made in full within thirty (30) days of VBCPS's receipt of each monthly invoice so long as the Developer is in substantial compliance with all the terms of this Agreement.

c. **Limitations.** VBCPS's aggregate total liability to compensate and reimburse Developer in connection with this Agreement (whether as part of the Pre-Development Fee, as Compensable Cost, or otherwise) will not exceed \$15,404,544 unless this Agreement is amended in accordance with paragraph 3.a above. Moreover, no travel, lodging or meal expenses associated with the Deliverables, nor any fines or similar penalties, associated with Developer's performance under this Agreement, and no costs or expenses associated with the negotiation or execution of this Agreement, nor any costs or expenses associated with the negotiation or execution of any Comprehensive Agreement, will be reimbursable as Compensable Costs. The Compensable Costs shall be limited to costs and expenses incurred in connection with the Deliverables and not costs and expenses previously incurred by Developer in connection with the Proposal or other actions taken prior to *Effective Date*.

d. **Audit.** During the Term, and for a period not less than five years after the last payment is made to Developer under this Agreement, or the last day of the Term, whichever is later, Developer will keep and maintain complete and accurate records, books of account, reports, and other data (the '**Books and Records**') pertaining to its performance, and the computation of compensation and reimbursements payable to Developer, under this Agreement. Upon reasonable notice from VBCPS, the Developer will make the Books and Records available during normal business hours for inspection and audit by VBCPS and its designee, which may include VBCPS and any other governmental entity providing funding in connection with VBCPS's possible participation in the Project. VBCPS will be entitled to copy all or any part of the Books and Records.

e. **Credit.** As offered in the Proposal and accepted by VBCPS as part of this Interim Agreement, Developer to provide a credit to VBCPS in a maximum amount of \$500,000 as a cost reimbursement to the extent VBCPS decides to hire outside consultants, service providers, financial advisors, or other consultants to review and evaluate the Developer's Proposal, the Deliverables for this Interim

Agreement, and information necessary to progress toward the execution of a Comprehensive Agreement.

4. **Project Approval: Possible Comprehensive Agreement.**

a. **Approval Status.** VBCPS has included the related replacement school projects as part of its Capital Improvement Program. Accordingly, this Agreement is not, and is not intended to be, evidence of any such approval, or a promise or assurance that VBCPS will approve the Project, or that VBCPS will approve Developer; any Developer Principal; any Developer employee, manager, member, officer, owner, or principal; any entity in which Developer (or any Developer affiliate, manager, member, officer, owner, or principal) is a member or owner; any member of Developer's Project Team; or any other person or party, will be approved as the Project developer. Moreover, VBCPS is not obligated, and will not be obligated, to provide such approval, or to enter into a Comprehensive Agreement (as that term is used under the PPEA and the Guidelines), another interim agreement, a partnership or joint venture agreement, or any other form of contract, arrangement or relationship with Developer; any Developer Principal; any Developer employee, manager, member, officer, owner, or principal; any entity in which Developer (or any Developer affiliate, manager, member, officer, owner, or principal) is a member or owner; any member of Developer's Project Team; or any other person or party with respect to the Project (or any other project), the Project developer, or for any other purpose. Developer has submitted the Proposal, has entered into the engagement evidenced by this Agreement, and will contribute to the evaluation process of the Project at its own risk and cost, except for its rights to compensation expressly set out in this Agreement. Moreover, should further negotiations in respect of the Project, or the Project developer (including any as to an amendment of this Agreement, or as to any possible Comprehensive Agreement for the Proposed Project) occur involving VBCPS, or any representative of VBCPS, or the School Board of VBCPS and Developer; any Developer Principal; any Developer employee, manager, member, officer, owner, or principal; any entity in which Developer (or any Developer affiliate, manager, member, officer, owner, or principal) is a member or owner; any member of Developer's Project Team; or any other person or party, VBCPS is not, and will not be, obligated to complete or continue those negotiations, and VBCPS may terminate any of those negotiations, as well as its evaluation of the Project, for any reason, or for no reason, in its sole discretion without liability, except for compensation expressly provided under this Agreement that may have been earned, and therefore due and payable, on or before such termination. The approval of the Project, any Project developer, and any further contract, arrangement, or relationship as to the Project, requires approvals from the School Board of Virginia Beach City Public Schools and the City of Virginia Beach.

b. **Possible Comprehensive Agreement.** That approval status described in **Section 4(a)** notwithstanding, during the Term, VBCPS (in its sole discretion) may determine that it is appropriate to attempt to negotiate the form of a Comprehensive Agreement with Developer (or a Developer-designated affiliate or other Developer-designated party) that is acceptable to VBCPS and the applicable party. If VBCPS so determines, VBCPS and that applicable party (to the extent not anticipated by the then-existing Schedule) will formulate a

negotiating and drafting schedule for this task and will endeavor to produce such a Comprehensive Agreement in accordance with the applicable timetable.

5. **Term/Expiration/Termination of Term.**

The term of this Agreement (the "Term") becomes effective as of the Effective Date and continues in effect so long as Developer and VBCPS are continuing negotiations and the work contemplated by this Agreement is in progress. Expiration/Termination shall be as follows:

a. This Agreement will automatically end upon the earliest of: (i) execution of a Comprehensive Agreement, or another interim agreement, in respect of the Project; (ii) the 5th business day after the date that either Party receives notice from the other that the Party giving notice does not intend to approve, or proceed with development of, the Project, or that it does not intend to otherwise pursue the Project with the other Party and elects to end this Agreement; or (iii) the expiration of the Term. If a Party ends this Agreement under clause (ii), immediately above, or the Term expires, all Deliverables then made or in production, including any work product, plans, projections, design concepts and other items delivered or due to be delivered to VBCPS on or before the date of termination, or expiration, will become the property of VBCPS upon delivery, the date of the termination, or the date of expiration of the Term, whichever is earlier; provided that VBCPS has paid to Developer all sums which are due and payable to Developer as required by the terms of this Agreement.

b. Upon expiration of this Agreement for any reason other than Developer's default declared in accordance with section 13 below, VBCPS shall pay Developer for all completed or partially completed Tasks, according to the Fee for each Task in **Exhibit C**.

6. **Designated Project Personnel.**

a. **Developer.** Developer's Project Principals, and the members of Developer's Project Team are all listed on **Exhibit E-1**. While this Agreement is in effect, Developer will cause each of Developer's Project Principals to devote sufficient time and attention to directing and overseeing Developer's performance under this Agreement, participate in all meetings and conferences specified in the Schedule or required under this Agreement, and to interact with members of VBCPS's Project Management Team and VBCPS's consultants and representatives for purposes of this Agreement. Developer may change the composition of Developer's Project Principals only upon receiving the prior consent of VBCPS, which will not be unreasonably withheld.

b. **VBCPS.** VBCPS's Project Manager and the members of VBCPS's Project Management Team are all listed on **Exhibit E-2**. While this Agreement is in effect, VBCPS will cause all VBCPS's Project Management Team to devote sufficient time and attention to directing and overseeing VBCPS's performance under this Agreement, and to interact with members of Developer's Project Principals for purposes of this Agreement.

7. **Accuracy of Proposal; Representation & Warranties.** Developer represents and warrants to VBCPS that (i) to the best of Developer's knowledge and belief as of the date of this Agreement all factual statements made in Developer's submissions to VBCPS evidencing the Project (including those pertaining to prior experience and expertise) are true, accurate, and not misleading in any material respects, (ii) Developer has the expertise and capacities to produce and provide the Deliverables and to perform its other obligations under this Agreement, (iii) the data and other information contained within the Deliverables will be accurate and complete and its use for the purposes of this Agreement will not violate any law, or infringe or violate any property right, and (iv) Developer has full power and authority to enter into this Agreement, and the person[s] signing this Agreement on behalf of Developer has full power and authority to bind Developer under this Agreement.

8. **Indemnification.** Developer will indemnify VBCPS (and the members of its School Board and its officers, employees and authorized representatives) from and against any loss, damage, expense, liability and expense (including reasonable attorneys' fees) arising from (i) bodily injury or property damage to the extent caused by the negligent or wrongful act, error, or omission of Developer, any member of Developer's Project Team, or any of Developer's or any of Developer's Project Team's employees, officers, contractors, agents or others for which Developer is legally responsible or who were otherwise acting on Developer's behalf, or (ii) the claims of third parties to the extent caused by the Developer's failure to perform its obligations, or its breach of any representation or warranty made, under this Agreement, provided in each case that the applicable claim is presented within two (2) years after the expiration or earlier termination of the Term. This indemnification provision (i) will survive the expiration of the Term or its earlier termination, and (ii) is not, and is not to be construed as, a limitation of liability.

9. **Independent Contractors.** Developer and each of Developer's Project Team are each independent contractors for all purposes of this Agreement. Neither Developer, each of Developer's Project Team, nor any of their employees, agents, subsidiaries, or subcontractors is an employee, servant, agent, partner, or joint venturer of, or with, VBCPS by reason of this Agreement, or any other reason. Neither VBCPS, nor any of its employees, agents, or subcontractors is an employee, servant, agent, partner, or joint venturer of, or with, Developer by reason of this Agreement.

10. **No Liability of Officials, Employees or Agents.** No director, officer, official, employee, agent, or representative of VBCPS is, or will be, personally liable to Developer any of Developer's Project Team, or any successor in interest of any of them, as a consequence of any default or breach by VBCPS for any sum that may become due to Developer, any of the Developer Project Team, or any successor in interest of any of them, or on any obligation incurred under this Agreement. No officer, official, employee, agent or representative of Developer or Developer's Project Team will be personally liable to VBCPS, or any successor in interest, as a consequence of any default or breach by Developer or Developer's Project Team for any amount which may become due to VBCPS or any successor in interest, or on any obligation incurred under this Agreement.

11. **Insurance.**

11.1 **CONTRACTORS LIABILITY INSURANCE:**

The Contractor shall purchase and maintain in a company or companies licensed to do business in the state in which the project is located such insurance as will protect him from claims set forth below which may arise out of or result from the Contractor's operations under the Contract, whether such operations be by himself or by an Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- a. Claims under workers or workmen's compensation, disability benefit and other similar employee benefit act;
- b. Claims for damages because of bodily injury, occupational sickness or disease, or death of his employees;
- c. Claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees;
- d. Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (2) by any other person directly related to the employment of such person by the Contractor, or (3) by any other person;
- e. Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use therefrom;
- f. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle;
- g. Liability insurance shall be on an Occurrence Form, including all major divisions of coverage and be on a comprehensive basis including:
 - (1) Premises – Operations.
 - (2) Independent Contractors Protective.
 - (3) Products and Completed Operations.
 - (4) Contractual – including specified provision for the Contractor's obligations.
 - (5) Owned, non-owned, and hired motor vehicles.
 - (6) Broad form coverage for property damage.

11.1.1 The insurance required by Section 11.1 shall be written for not less than any limits of liability specified in the Contract Documents, or required by law, whichever is greater. The Contractor shall furnish insurance with the following minimum limits:

- 1. Workers Compensation:

- a. State and Federal: Statutory
 - b. Employer's Liability: Injury By Accident: \$100,000/Accident
Injury By Disease: \$500,000 Policy Limit
Injury By Disease: \$100,000/Employee
2. Comprehensive General Liability (Including Premises-Operations; Independent Contractor's Protective; Products and Completed Operations; Broad Form Property Damage):
 - a. \$1,000,000 Each Occurrence, \$2,000,000 Annual Aggregate, \$2,000,000 Products, Completed-Operations Aggregate for bodily injury and property damage.
 - b. Products and Completed operations Insurance shall be maintained for a minimum period of 1 year after final payment and Contractor shall continue to provide evidence of such coverage to Owner on an annual basis during the aforementioned period.
 - c. Property Damage Liability Insurance shall include coverage for the following hazards: X (Explosion), C (Collapse, U (Underground).
 - d. Contractual Liability (hold Harmless Coverage).
 - e. Contractor shall name School Board of the City of Virginia Beach, its officers, employees and agents as Additional Insured, including Products and Completed Operations.
 - f. Waiver of Subrogation in favor of School Board of the City of Virginia Beach shall be included.
3. Comprehensive Automobile Liability (owned, non-owned, hired): \$1,000,000 Combined Single Limit of Liability.
4. Excess Liability Umbrella: \$10,000,000 for General Contractors performing new construction or major renovations. \$2,000,000 for Trade Contractors.
5. Sub-contractors shall maintain the same limits as indicated above. It will be the responsibility of the Contractor to ensure all sub-contractors maintain the same limits indicated above.
6. Insurance required in items 2-4 above shall be primary and School Board's insurance shall be non-contributory.
7. The Contractor shall provide builder's risk coverage on the full insurable value of the Work; and shall be responsible for any deductible expenses. See section 11.3 for more details.

11.1.2 Certificates of insurance acceptable to the Owner shall be approved by the Architect and then filed with the Owner prior to commencement of the Work. These Certificates shall contain a provision that coverages afforded under the policies will not be canceled until at least thirty (30) days prior written notice has been given to the Owner. Certificates shall be issued on the attached form. Furnish to the Owner copies of any endorsements that are subsequently issued amending coverage limits. The Certificate shall indicate the project name.

11.1.3 Contractor or Subcontractor performing asbestos, mold or other remediation work, shall provide occurrence-based environmental liability insurance with limits not less than \$1,000,000 and shall name the following as additional insureds: The School Board of the City of Virginia Beach, its officers, its employees and its agents; the Architect/Engineer (if not the Project Designer);

and the Contractor (where the work is being performed by the Subcontractor).

11.2 OWNER'S LIABILITY INSURANCE:

The Owner shall be responsible for purchasing and maintaining his own liability insurance and, at his option, may purchase and maintain such insurance as will protect him against claims which may arise from operations under the Contract.

11.3 PROPERTY INSURANCE:

11.3.1 The Contractor shall purchase and maintain property insurance upon the entire Work at the site to the full insurable value thereof. This insurance shall include the interests of the Owner, the Contractor, subcontractors, and sub-subcontractors in the Work and shall insure against the perils of fire and extended coverage and shall include "all risk" insurance for physical loss or damage including, without duplication of coverage, flood, windstorm, theft, vandalism, and malicious mischief. The property insurance shall include such boiler and machinery insurance as may be required by the Contract Documents or by law. This insurance shall include the interests of the Owner, the Contractor, subcontractors, and sub-contractors in the Work. If not covered under the all risk insurance or otherwise provided in the Contract Documents, the Contractor shall effect and maintain similar property insurance on portions of the Work stored off the site or in transit when such portions of the Work are to be included in an application for payment under Section 3.

11.3.2 Any loss insured under Section 11.3.1 is to be adjusted with the Owner and made payable to the Owner as trustee for the insureds, as their interests may appear, subject to the requirements of any applicable mortgagee clause and Section.

11.3.3 The Contractor shall pay each subcontractor a just share of any insurance monies received by the Contractor, and by appropriate agreement, written where legally required for validity, shall require each subcontractor to make payments to his sub-subcontractors in similar manner.

11.3.4 If the Contractor requests in writing that insurance for risks other than those described in Sections 11.3.1 or other special hazards be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

11.3.5 If requested in writing by any party in interest, the Owner as trustee shall, upon the occurrence of an insured loss, give bond for the proper performance of his duties. He shall deposit in a separate account any money so received, and he shall distribute it in accordance with such agreement as the parties in interest may reach. If after such loss no other special agreement is made, replacement of damaged work shall be covered by an appropriate Change Order.

11.3.6 The Owner as trustee shall have power to adjust and settle any loss with the insurers.

11.3.7 If the Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion thereof, such occupancy or use shall not commence prior to a time mutually agreed to by the Owner and Contractor and to which the insurance company or companies providing the property insurance have consented by endorsement to the policy or policies. This insurance shall not be canceled or lapsed on account of such partial occupancy or use. Consent of the Contractor and of the insurance company or companies to such occupancy or use shall not be reasonably withheld. The Contractor and the Owner recognize that partial or total occupancy prior to Substantial Completion may become necessary to allow use of the Work and agree that such occupancy shall in no event be construed as constituting Substantial Completion or grounds for an increase to the Contract Price.

11.3.8 The Owner will furnish certificates as evidence of the insurance carried by the Owner upon the Contractor's written request.

11.3.9 If by the terms of this insurance any mandatory deductibles are required, the Contractor shall be responsible for payment of such mandatory deductibles or purchase deductibles not otherwise required, he shall be responsible for payment of such additional deductible amounts.

12. **Default; Remedies; Limitations.**

a. **Default.** If a Party fails to perform any of its obligations under this Agreement (a "**Default**"), the other Party is entitled to give notice to the defaulting Party, which must specify the Default and demand of performance. The defaulting Party must cure the specified Default within ten (10) calendar days after it receives the notice of Default.

b. **Remedies.** If the defaulting Party does not cure the Default within that 10-day period, the non-defaulting Party will be entitled to (i) terminate this Agreement immediately by giving notice of termination to the defaulting Party and (ii) pursue all other available remedies at law, or in equity, subject to the pre-conditions and limitations specified in this Agreement.

c. **Limitations.** Notwithstanding anything in this Agreement, neither VBCPS nor Developer will be liable to the other Party for any punitive, indirect, or consequential damages arising in connection with this Agreement (including lost profits, opportunity costs, or any other damages).

13. **Notices.** To be effective, each notice, consent, approval, waiver, or similar communication or action required or permitted to be given under this Agreement (a "**Notice**") must be in writing and must be delivered either by private messenger service (including a nationally **recognized** overnight courier), or by USPS mail, addressed as provided in this provision. Each Notice will be considered given on the date it is provided to the applicable messenger, or to the USPS, as the case may be, and will be considered received on the date actually received, unless delivery is evaded, in which case, the date delivery is attempted will be considered the date the Notice is received. Each address set forth in this provision will continue in effect for all purposes under this Agreement unless a Party replaces its address information by appropriate new information by a Notice to the other Parties in compliance with this provision:

To VBCPS:	David Sandloop Virginia Beach City Public Schools Office of Purchasing Services, Room 210 2512 George Mason Drive Virginia Beach, Virginia 23456 Telephone: (757) 263-1175 Email: David.Sandloop@vbschools.com
-----------	--

To Developer:

Stephen Ballard
President / CEO
S.B. Ballard Construction Company
2828 Shipp's Corner Road
Virginia Beach, VA 23453
(757) 440-5555 – Office
(757) 647-5555 – Cell
Email: steve@sballard.com

14. **Various Contract Matters.**

a. **Governing Law; Binding Contract; Waiver.** This Agreement is governed by the laws of the Commonwealth of Virginia without giving effect to its choice of law principles. This Agreement is binding upon, and inures to, the benefit of each of the Parties and their respective permitted legal successors and permitted assigns. The failure of a Party to demand strict performance of any provision, or to exercise any right conferred, under this Agreement is not, and is not to be construed as, a waiver or relinquishment of that Party's right to assert or rely on that provision or right in the future. Either Party, however, may elect to waive any right or benefit to which it is entitled under this Agreement.

b. **No Third Party Beneficiary or Other Similar Rights.** There are no third-party beneficiaries to this Agreement. Accordingly, no third-party is entitled to make any claim under this Agreement for failure to perform or other breach under this Agreement. Only the Parties (and their respective permitted successors and permitted assigns) are entitled to rely upon the provisions of this Agreement.

c. **Compliance with Laws.** Developer must comply, and must cause Developer Project Team, Developer's agents, and subcontractors to comply, with all federal, state and local laws, rules, regulations and ordinances applicable to the performance of its obligations under this Agreement.

d. **Prior Agreements and Discussions.** Any agreements (whether in writing or oral) between VBCPS and Developer existing before or contemporaneously with this Agreement relating to the Project (or any prior versions of the Project) are superseded by this Agreement. All prior discussions and negotiations as to the Project (or any prior versions of this project) are merged into this Agreement. The submission of any unexecuted copy of this Agreement does not constitute an offer to be legally bound by the provisions of the document submitted; and no Party will be bound by this Agreement until it is approved, executed and delivered on behalf of by both of the Parties.

e. **Assignment.** Developer is not entitled to assign its rights, nor delegate its duties, under this Agreement without the prior consent of VBCPS, which consent VBCPS may be withheld in its sole discretion.

f. **Entire Agreement; Amendment; Counterparts.** This Agreement constitutes the entire agreement of the Parties as to the Project. This Agreement may only be amended or modified by a writing signed on behalf of each of the Parties. This Agreement may be signed in any number of counterparts, and, so long as each Party signs at least one counterpart, each signed counterpart evidences an original Agreement, but all signed counterparts together constitute but one Agreement.

g. **Rules of Usage and Interpretation.** The captions in this Agreement are for convenience only and are not to be used in its interpretation. This Agreement shall not be construed against one Party, or the other Party, on the basis that its counsel drafted it or participated in its drafting. The words "include," "including," or words to similar purport are not to be construed to be words of limitation. References to a Party means and includes that Party and its permitted successors and permitted assigns.

h. **Venue.** Any legal action, equitable cause, or other judicial proceeding with respect to this Agreement must be brought in the courts of the Commonwealth of Virginia in VBCPS of Virginia Beach, or of the United States of America for the Eastern District of Virginia (Norfolk Division) and in no other courts. By signing this Agreement, each Party accepts for itself and in respect of its property, generally and unconditionally, the jurisdiction of those courts.

[Signatures on next page.]

In witness whereof, the Developer, has caused this Interim Agreement to be executed in its corporate name and on its behalf by its Authorized President.

-

CORPORATE NAME

BY: _____
PRESIDENT

(SEAL)
Attest:

CORPORATE SECRETARY

STATE OF _____

VBCPS/COUNTY OF _____ to-wit:

The foregoing Contract was acknowledge before me this _____ day of _____, 2022 by _____

, Authorized President and _____, Corporate Secretary
of _____
_____, on its behalf. He/She/They
is/are personally known to me or has/have produced a _____ as identification.

[AFFIX NOTARY SEAL]

NOTARY PUBLIC (Notary # _____)

My Commission Expires:

In witness whereof, The School Board of the City of Virginia Beach, Virginia has caused this Agreement to be executed in its corporate name and on its behalf by its Superintendent and its Seal to be hereunto affixed and attested by its School Board Clerk.

APPROVED AS TO CONTENT

MELISA INGRAM, EXECUTIVE DIRECTOR, FACILITIES SERVICES

APPROVED AS TO AVAILABILITY OF FUNDS

DANIEL G. HOPKINS, DIRECTOR, OFFICE OF BUSINESS SERVICES

APPROVED AS TO LEGAL SUFFICIENCY

KAMALA LANETTI, SCHOOL BOARD ATTORNEY

SCHOOL BOARD OF THE CITY OF VIRGINIA BEACH, VIRGINIA

Aaron C. Spence, Ed.D., Superintendent

STATE OF VIRGINIA

VBCPS OF VIRGINIA BEACH, to wit:

I, _____ a Notary Public in and for the School Board and State aforesaid, do hereby certify that Aaron C. Spence, Ed.D., Superintendent, Pursuant to School Board Policy 3-90, of the School Board Policy, whose name is signed to the foregoing writing, bearing date the ____ day of _____, has acknowledged the same before me in my School Board and State aforesaid this _____ day of _____, 2022. He is personally known to me.

NOTARY PUBLIC (Notary #)

My Commission Expires:

(SEAL)

Attest:

Regina M. Toneatto, Clerk of School Board

STATE OF VIRGINIA

VBCPS OF VIRGINIA BEACH, to wit:

I, _____, a Notary Public in and for School Board and State aforesaid, do hereby certify that Regina M. Toneatto, Clerk of the School Board of the City of Virginia Beach, Virginia whose name is signed to the foregoing writing, bearing date the ____ day of _____, has acknowledged the same before me in my School Board and State aforesaid this _____ day of _____, 2022. She is personally known to me.

NOTARY PUBLIC (Notary #)

My Commission Expires:

DEVELOPER BACKGROUND CERTIFICATION

In a contract for services to be provided on School Board property or any property at which a school sponsored event takes place, as set forth in Code of Virginia 22.1-296.1, as amended, the Developer certifies that neither the Developer nor the Developer's employees, agents, subcontractors or subcontractors' employees who will have direct contact with Virginia Beach VBCPS Public Schools ("VBCPS") students while performing such services have been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child. The Developer may require the above listed individuals to personally certify this information, but the Developer will be responsible for submitting such certifications to the School Board. The certification requirement will be binding throughout the term of the contract and Developer has a continuing duty to inform the School Board of any event that renders the certifications untrue. The Developer certifies that it has procedures in place to inform its employees, agents, subcontractors or subcontractors' employees of these requirements. Certifications with materially false statements may constitute reason to terminate the contract and may subject the person certifying the information to criminal prosecution.

- ☐ Developer represents that none of its employees who will be in the presence of VBCPS students have been convicted of a felony or an offense involving the sexual molestation or physical or sexual abuse or rape of a child.
- ☐ Developer will obtain a Background Certification from all present and future employees and update VBCPS of any felony convictions and any convictions for offenses involving the sexual molestation or physical or sexual abuse or rape of a child.
- ☐ Developer has established a process to maintain compliance with the terms set forth in this Developer Background Certification and will provide verification to VBCPS on request.

Developer's signature on this form indicates that Developer is deemed to have provided the certification described herein.

Developer's Signature

Stephen B. Ballard

Printed Name

President/CEO

Title

S.B. Ballard Construction Company

Company

2828 Shipps Corner Road Virginia Beach, VA 23453

Business Address

Date

Exhibit A – Major Components of Project

Princess Anne High School

Replacement

- ☐ CIP 1-015
- ☐ Optimal Capacity: 1800 students
- ☐ New School Planning Size: +/-330,000 sf
- ☐ Team Sport Buildings: +/-12,000 SF

Program Assumptions

- ☐ Comprehensive high school including NJROTC Program and the International Baccalaureate (IB) Program
- ☐ Program also includes replacement of the Special Education Center (West Wing/Round Building) which supports division wide programs. PAHS West Building has students served in adapted academic foundations (AAF) and functional academic foundations (FAF) classes.

Swing Space

- The “old” Kellam High School, Holland Road Annex, (2323 Holland Road) will be used as swing space for Princess Anne High School staff/students during construction. Minor renovations will be required at the designated swing space facility. Included in these renovations will be improvements to temporarily accommodate the Special Education Center housed in the West Wing/Round Building, IB Academy, and NJROTC. Additionally, lighting will need to be provided for the stadium field along with a new synthetic turf field.

Bayside High School

Replacement

- ☐ CIP 1-029
- ☐ Optimal Capacity: 1900 students
- ☐ New School Planning Size: +/-325,000 sf
- ☐ Team Sport Buildings: +/-12,000 SF

Program Assumptions

- ☐ Comprehensive high school including the Health Sciences Academy. The existing Bayside H.S. facility houses four dedicated science labs that are used as medical science classes in support of the Health Sciences Academy.
- The new Bayside High School design should be developed as a “prototype” plan for future use when VBCPS replaces First Colonial, Kempsville and Green Run High Schools.

Swing Space

- The “old” Kellam High School, Holland Road Annex, (2323 Holland Road) will be used as swing space for Bayside High School staff/students during construction. Minor renovations will be required at the designated swing space facility. Included in these renovations will be improvements to temporarily accommodate the Health Sciences Academy. Additionally, lighting will need to be provided for the stadium field along with a new synthetic turf field.

Bettie F. Williams/Bayside 6th Grade Replacement

- ☐ CIP-1-028
- ☐ Optimal Capacity: 950 students
- ☐ New School Planning Size: +/-145,000 sf

Program Assumptions

- ☐ Combines Bettie F. Williams (4th and 5th grades) students with the Bayside 6th grade campus students who are currently housed in the original Aragona Elementary School Building.

Swing Space

- ☐ It is anticipated that the new school will be built on the same site adjacent to the existing Bettie F. Williams School, where staff/students will remain while the new building is built. Staff/students from the Bayside 6th grade campus (original Aragona) will also remain in their building while the new building is built. The balance of the site work for the new school will be done as part of the demolition of the existing Bettie F. Williams school after staff/students move into the new school. The project should also include demolition of the original Aragona Elementary School building after staff/students move into the new school. After demolition of older buildings, site improvements shall be completed to include sports facilities, trails, or grass & seed where no programmed space is planned.

Sustainability Requirements

- Building shall achieve LEED Silver certification at a minimum.
- Building shall incorporate rainwater harvesting. Roof rainwater harvesting for toilet flushing and potentially irrigation of play fields.
- Building shall incorporate daylight harvesting.
- Building shall incorporate geothermal heating and cooling.
- Building shall incorporate vegetated roof area(s) with accompanying patios.
- Site shall retain stormwater during a 10-year rain event at a minimum.
- Site shall incorporate a greenhouse with water and power and raised bed gardens.

Exhibit B – List of Deliverables

List of Deliverables
SCHEMATIC DESIGN PHASE
Site Survey
Geotechnical Report
Environmental Analysis
Educational Programming
Preliminary Schematic Design (15%)
Summary Report Based on Public Input Options / Charettes
Conceptual Site Plan Options & Building Options with Cost Evaluations (Minimum of Three per Replacement Project)
Planning & Program Scope Requirements Summary Report including Educational Specifications
Final Schematic Design (15%)
DESIGN DEVELOPMENT PHASE
Initial 30% Design & Engineering
Utilities Coordination Reports and Analysis
Educational Programming
Food Services Programming
LEED Project Components
Net Zero Analysis
Landscape and Open Space Plans
Traffic Studies
Sports Programming
Final 30% Design & Engineering
Offer of Guaranteed Maximum Price
Total Project Schedule

Exhibit B Deliverables/Criteria Clarifications

All deliverables should be provided in both print and electronic format.

Conceptual Site Plan Options & Building Options with Cost Evaluations

The Developer shall prepare a minimum of three different conceptual site plans for the Project, for each of the 3 school replacement projects. Each site plan shall show building orientation for that particular site as well as impacts to existing utilities (water, sewer, stormwater, natural gas, electrical, etc.). Each building option shall show general learning areas and other educational requirement locations.

Planning & Program Scope Requirements Summary Report

The Developer shall provide a copy of the planning study report containing the VBCPS approved program requirements upon completion of the study. The planning study will be conducted with VBCPS representatives, Developer, Designers, and other essential stakeholders over the initial months of the process. For each of the three school replacements, the planning study will evaluate at least three scenarios for building programs and design layouts for the building and site, detailed in the Schematic Design. The different building options will include, but not be limited to identifying layouts and capacity in terms of general building / site space for; core teaching spaces, special needs, gym / physical education, multi-purpose spaces (auditorium / schola, etc), media center, administration, and cafeteria / food service, indoor and outdoor sport facilities, alternate designs discussed with developer including Princess Anne HS synthetic turf & rubber track, Bayside HS rubber track upgrade, Category 2 Hurricane Shelter for Bayside HS prototype, and sanitary sewer force main adjustments and new pump station with generator at Princess Anne HS, parking (including bus loops and designated traffic entrances), and unique spaces at schools listed in **Exhibit A**. Each different scenario presented will show building orientation and pros / cons with programmatic costs, potential impacts to utilities (water, sewer, stormwater, natural gas, electrical, etc.), and impacts to construction scheduling. The Owner will use this deliverable to obtain a building program and site location approval from School Board and City Council. The schedule date for this deliverable is *December 16, 2022*.

Schematic Designs (15%):

The Developer shall review the program furnished by VBCPS to ascertain the requirements of the Project and arrive at a mutual understanding of such requirements with VBCPS.

The Developer shall provide a preliminary evaluation of the Program and the Project budget requirements, each in terms of the other, for each of the three school replacements. Floor plans & site plans shall be submitted with scope and initial budget at the end of the Preliminary Schematic Design review. Floor plans, site plans, and layout modifications required by the VBCPS will be incorporated in the Final Schematic Design submission.

The Developer shall review with VBCPS alternative system approaches to design and construction of the Project. The Architect shall be prepared to discuss the probable cost ramifications with each alternative approach to determine approach for Preliminary design. Opportunities for Net Zero Energy and LEED Project Components along with other general system components should also be included.

This schedule shall include allowances for periods of time required for VBCPS's review and approval of submissions and for review and approval of authorities having jurisdiction over the Project. It is anticipated that the majority of VBCPS reviews will take place during the bi-monthly meetings, allowing the design-build to fast-track design in accordance with the provided **Exhibit D**, Schedule, and not have to stop work during a "review period."

The Developer shall submit to VBCPS a preliminary cost estimate (based on current area, volume or other unit costs) and six sets of progress prints (shall include site plan, floor plans, and main elevations) at each submission as indicated on **Exhibit D**.

Cost Estimates will be provided at the following stages:

- Completion of the Preliminary 15% Schematic Design
- Completion of the Final 15% Schematic Design
- Completion of the Initial 30% Design & Engineering Documents
- Completion of the Final 30% Design & Engineering Documents

Preparation of GMP

The Developer shall schedule and present their proposed design in a review meeting with the VBCPS's Team.

30% Design & Engineering Documents:

Based on the approved VBCPS's Final Schematic Design Documents the Developer shall prepare, for approval by the VBCPS, 30% Design & Engineering Documents consisting of drawings and other documents to fix and describe the size and character of the entire Project as to architectural, landscape architectural, exterior renderings/elevations, civil, structural, mechanical, and electrical systems, materials, furniture and equipment, and such other elements as may be appropriate. Level of detail shall meet or exceed the level of detail provided by the *SBBCC* team in the Schematic Design phases.

The Developer shall research pertinent and applicable regulations and code requirements which affect this Project.

The Developer's design shall meet the Building Code requirements established by the authority having jurisdiction.

The Developer shall submit to VBCPS a preliminary cost estimate based on (based on current area, volume or other unit costs) and two sets of progress prints and specifications for each scenario. The Developer's design shall include the requirements established in the educational specifications provided as a supporting document to this process and any other building, or site guidelines, such as those of City of Virginia Beach Public Works.

The Developer shall schedule and present their proposed design in a review meeting with VBCPS's Team.

Site Survey

The Developer shall provide VBCPS with 2 printed copies of the site surveys for each of the project sites and one electronic copy.

Review Fees & Permitting

All fees for governmental reviews, including but not limited to Planning, Boards, State, third party, etc. reviews, are to be paid out of the Interim Agreement non-to-exceed funds shown in Exhibit C.

Geotechnical Report

The Developer shall provide VBCPS with 2 printed copies of the completed geotechnical report and one electronic copy. The report shall include any geotechnical borings or subsurface investigation required for the Project.

Guaranteed Maximum Price for the Design Build Agreement

The Developer shall submit to VBCPS a detailed Guaranteed Maximum Price for the approved building program and location of the Project necessary to complete the Project. Design, all divisions of construction, schedule, and contingencies (both VBCPS and Developer) necessary to provide a complete Project shall be included in the Guaranteed Maximum Price. The Guaranteed Maximum Price for the Project shall be submitted to VBCPS by *May 26, 2023*.

Total Project Schedule

The Developer shall provide an accurate detailed schedule for the approved project to include for Construction Document Development, Bidding and Award, and the Construction Phases. Schedule shall include design milestones, construction milestones, major equipment installation, long lead items,

substantial completion, final completion, turnover /occupancy, start of operations by the Owner, and demolition. The Total Project Schedule shall be submitted to VBCPS by *May 26, 2023*.

Allowances

Allowances are contingent services to be authorized by VBCPS should additional effort be required during the Interim Agreement.

Exhibit C – Cost Proposal Form

Div/Item	Description	Total
Interim Agreement		
Project Planning Requirements, Review Fees & Permitting		
	- Surveying	\$147,622
	- Easement Plats	\$23,504
	- Stormwater Pollution Prevention Plan (SWPPP)	\$12,478
	- Site and Environmental Analysis (Includes Wetland & CBPA)	\$54,137
	- Traffic Impact Analysis	\$95,950
	- Site Plan Options and Building Options - Concept Designs and Analysis (Minimum of Three per Replacement Project)	\$ 2,208,496
	- Final Schematic Design (15%) with Planning & Program Scope Requirements Summary Report including Educational Specifications (Includes Ed Spec with BrainSpaces)	\$ 3,178,500
	- LEED Process Documentation and Building Modeling	\$363,660
Preliminary Site Work		
	- Geotechnical Investigation and Report	\$197,185
	- Hazardous Materials Investigation and Report	\$91,446
	- Private Utility Locating & Recordation (Note: Actual utility relocations not included in Interim Agreement)	\$88,000
	- Preconstruction Services	\$350,000
30% Design and Engineering (School options have been reviewed and narrowed down to final layout for each school at this point in the process)		
	30% Design and Engineering Documents for Architectural, Structural, Mechanical, Plumbing, and Electrical Design Disciplines (Design Development Documents)	\$5,479,070
	30% to 95% Design and Engineering Documents for Civil & Landscaping Disciplines (Construction Documents)	\$1,075,073
	Complete Holland Road Annex design	\$314,600
Deliverable for Comprehensive Agreement		
	- Offer of Guaranteed Maximum Price	\$45,000
Allowances		
	- Acquisition of land parcel at Corporation Lane	\$300,000
	- Fees for Alternate Designs in Exhibit B	\$255,308
	- PAHS Sanitary Force main relocation Allowance and relocation generator	\$390,965
	Owner's Contingency @ 5%*	\$733,550
NOT-TO-EXCEED TOTAL		\$ 15,404,544

*VBCPS will receive any unspent contingency funds.

Exhibit D – Proposed Schedule for Interim Agreement

Milestones	
Interviews & Negotiate Interim Agreement with Preferred Proposer	May – July 2022
School Board Public Hearing	July 2022
Obtain Approvals by School Board and City Council	August – Sept. 2022
Execute Interim Agreement	Sept. 2022
<i>Educational Specifications Process</i>	Sept. – Oct. 2022
Planning Charette-Program Requirement/Scope Work Sessions	Oct. – Dec. 2022
Submit Site and Building Option Pricing Summary Reports	Dec. 16, 2022
Prepare Preliminary Schematic Design (Price #1)	Jan. 13, 2023
Preliminary Schematic Review Meeting	Jan. 27, 2023
Revise Preliminary Schematic Design (15%)	Feb. 23, 2023
Collaboration Meeting – Initial Cost Review and Code Review	Feb. 10, 2023
Prepare Final Schematic Design (Price #2)	Feb. 17, 2023
Collaboration Meeting – Review Final Schematic Design	Feb. 24, 2023
Prepare Initial 30% Design & Engineering Documents (Price #3)	Feb. 17– March 17, 2023
Collaboration Meeting – Cost Review and Code Review for Initial 30% Design & Engineering Documents	March 24, 2023
Prepare Final 30% Design & Engineering Documents (Price #4)	March 24 – April 14, 2023
Collaboration Meeting – Cost Review and Code Review for Final 30% Design & Engineering Documents	April 21, 2023
Prepare Project Schedule to Completion, including Demolition	April 21, 2023
GMP Pricing	April 14 – May 19, 2023
Finalize GMP and Comprehensive Agreement (Price #5)	May 26, 2023
Obtain Approvals by School Board and City Council	July 30, 2023 +/-

Exhibit E-1 – Project Principals; Project Team

PROJECT PRINCIPALS

Developer –

Stephen Ballard
President / CEO
S.B. Ballard Construction Company
2828 Shipps Corner Road
Virginia Beach, VA 23453
(757) 440-5555 – Office
(757) 647-5555 - Cell

PROJECT TEAM

Construction Contractor	<i>S.B. Ballard Construction Company</i>
Architects	<i>HBA Architecture & Interior Design Inc. RRMM Architects Livas Group, Inc</i>
Mechanical/Electrical/Plumbing Consultant	<i>Thompson Consulting Engineers</i>
Structural Consultant	<i>Speight Marshall Francis Lynch Mykins</i>
Civil Engineer	<i>Timmons Group Kimley Horn VHB</i>
Geotechnical Consultant	<i>GET Solutions, Inc</i>
Educational Programming Consultant	<i>BrainSpaces, Inc.</i>
Food Services Consultant	<i>Food Service Consultants Studio</i>
Sustainability Consultant	<i>Sustainable Building Partners</i>
Legal	<i>Kaufman & Canoles</i>

Exhibit E-2 – VBCPS Management Team

VBCPS Procurement Specialist – PPEA Lead	David Sandloop
VBCPS Director of Business Services	Daniel Hopkins
VBCPS Staff Architect	Donald Bahlman
VBCPS Executive Director, Facilities Services	Melisa Ingram
VBCPS Sustainability Officer	Tim Cole
VBCPS Project Manager	Ryan Hersey
VBCPS Senior Executive Director of High Schools	Matthew Delaney



Subject: Disposition of School Board Owned Property (Laskin Road Annex) **Item Number:** 15C

Section: Action **Date:** August 9, 2022

Senior Staff: Mr. Jack Freeman, Chief Operations Officer, School Division Services

Prepared by: Melisa A. Ingram, Executive Director, Office of Facilities Services

Presenter(s): Melisa A. Ingram, Executive Director, Office of Facilities Services

Recommendation:

That the School Board authorize the Chair to execute the First Amendment to Purchase Agreement between the School Board of the City of Virginia Beach and Franklin Johnston Group Management & Development, LLC or its related development company TFJG Canopy, LLC (Purchaser) and that Exhibit B be updated with the new concept plan.

Background Summary:

Virginia Beach City Public Schools and the City of Virginia Beach received proposals after issuing a Request for Proposals (RFP) for the sale of Laskin Road Annex, which is 12.41+/- acres of property located at 1413 Laskin Road, Virginia Beach (GPIN: 2417-18-3772). As a result of this RFP process, The Franklin Johnston Group/TFJG Canopy LLC is the recommended offeror and plans to purchase the Laskin Road Annex for \$7,000,000 and redevelop it with a multi-use development. A public hearing on the declaration of this parcel as surplus School Board property was held on April 5, 2022, and a Resolution and Purchase Agreement was approved by the School Board on April 26, 2022 and by City Council on May 3, 2022. The attached First Amendment is recommended for approval by the School Board and Exhibit B to the Agreement will be updated with the new concept plan.

Source:

Code of Virginia §22.1-129(A): Surplus property; sale, exchange or lease of real and personal property.

Budget Impact:

CIP \$7,000,000 to School Board

**RESOLUTION AUTHORIZING FIRST AMENDMENT TO THE PURCHASE AGREEMENT FOR THE SALE OF
SCHOOL BOARD PROPERTY LOCATED AT 1413 LASKIN ROAD**

WHEREAS, on April 26, 2022, the School Board authorized the sale of School Board property located at 1413 Laskin Road to the Franklin Johnston Group Management & Development, LLC or its related development company, TFJG Canopy LLC (hereinafter "TFJG Canopy");

WHEREAS, the School Board and TFJG Canopy entered into a Purchase Agreement, in the form attached to the Resolution adopted by the School Board on April 26, 2022, which included a concept plan for the proposed development attached as Exhibit B (the "Original Exhibit B") to that agreement;

WHEREAS, TFJG Canopy has informed the School Board that they wish to substitute an updated concept plan (the "New Exhibit B") that includes proposed additional restaurant usage on the property and has requested the School Board to enter into a First Amendment to the Purchase Agreement (the "First Amendment") in the form submitted with this Resolution, to amend the agreement to use the New Exhibit B to reflect these changes; and

WHEREAS, the School Board has considered the First Amendment and finds that substituting the concept plan shown on the Original Exhibit B with the concept plan shown in the New Exhibit B is consistent with the goals of the transaction described in the Purchase Agreement.

NOW THEREFORE BE IT RESOLVED that:

1. The School Board hereby approves amending the terms of the Purchase Agreement as described in the First Amendment, including the concept plan shown in the New Exhibit B; and
2. The School Board authorizes the Chair or designee to execute the First Amendment and any and all documents desired and necessary to amend and complete the above-referenced transaction, as amended, so long as they have been determined to be legally sufficient by the attorney for the School Board.

Adopted by the School Board this ___ day of _____, 2022

Carolyn T. Rye, Chair

ATTEST:

Regina Toneatto
Clerk of School Board

FIRST AMENDMENT TO PURCHASE AGREEMENT

THIS **FIRST AMENDMENT TO PURCHASE AGREEMENT** (this "Amendment") is dated as of _____, 2022, and made by and between **THE SCHOOL BOARD OF THE CITY OF VIRGINIA BEACH, VIRGINIA**, a body politic as set forth in Article VIII, Section 7 of the Constitution of Virginia ("Seller") and **TFJG CANOPY, LLC**, a Virginia limited liability company (together with its permitted assigns, "Buyer").

RECITALS:

A. Seller and Buyer are parties to that certain Purchase Agreement dated as of May 4, 2022 (the "Purchase Agreement") for the sale of certain real property described therein located in the City of Virginia Beach, Virginia (the "Property"), as more particularly described in the Agreement;

B. Seller and Buyer desire to amend the Agreement in certain respects to revise the Concept Plan and the use of the Property.

C. Capitalized terms used in this Amendment and not defined herein shall have the meanings set forth in the Agreement; and

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the mutual receipt and legal sufficiency of which the parties hereto hereby acknowledge, Seller and Buyer hereby agree as follows:

1. **Amendment of Agreement.** The Agreement is hereby amended to provide that the attached **Exhibit "B"** shall replace the Exhibit B attached to the Agreement, and **Recital C** shall be revised to read as follows:

C. Buyer has presented a conceptual plan (the "Concept Plan") for a mixed-use development, including apartments, approximately 50,000 square feet of office, approximately 10,000 square feet of retail, approximately 15,000 square feet of restaurant space, structured parking, and related amenities and surface parking (collectively, the "Intended Use") to be developed on the Property, which Concept Plan is attached hereto as **Exhibit B** and made a part of this Agreement.

2. **Ratification.** Seller and Buyer hereby acknowledge that the Agreement, as amended hereby, remains in full force and effect. Any conflict between the provisions of the Agreement and this Amendment shall be governed by this Amendment.

3. **Execution and Delivery of Amendment.** This Amendment may be executed in counterparts each of which, when taken together, shall be deemed to be an original document. This Amendment may also be executed and transmitted via facsimile machine or other electronic transfer, and any faxed or electronically transmitted signatures shall be deemed original signatures.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

SELLER:

THE SCHOOL BOARD OF THE CITY OF VIRGINIA BEACH, VIRGINIA, a body politic as set forth in Article VIII, Section 7 of the Constitution of Virginia

ATTEST:

Clerk of School Board

By: _____
Carolyn T. Rye
School Board Chair or Designee

Date: _____

BUYER:

TFJG CANOPY, LLC, a Virginia limited liability company

By: _____
Manager

Date: _____

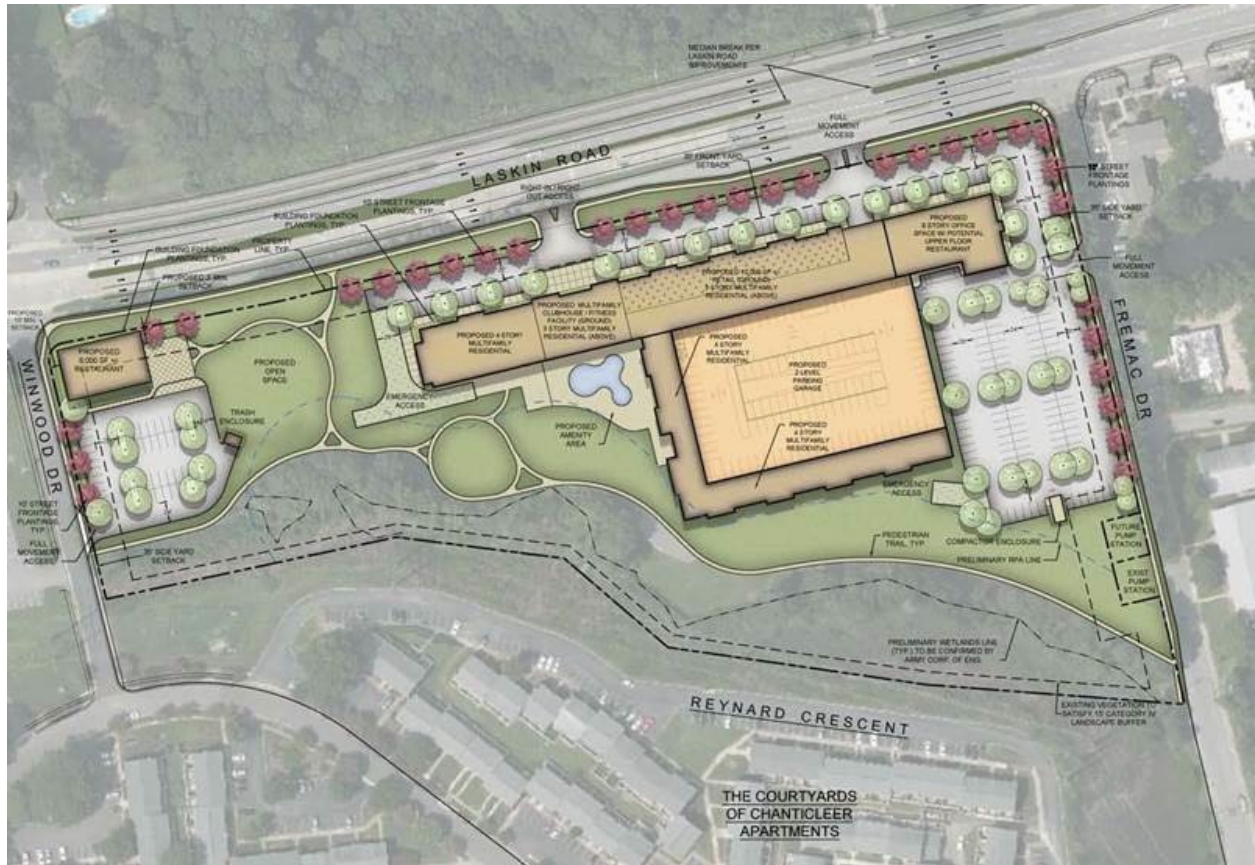
APPROVED AS TO CONTENT:

Facilities Planning and Construction

APPROVED AS TO LEGAL
SUFFICIENCY:

School Board Attorney's Office

EXHIBIT B





Decorum and Order-School Board Meetings 1-48

School Board of the City of Virginia Beach
Bylaw 1-48

SCHOOL BOARD BYLAWS

Decorum and Order-School Board Meetings

A. Purpose of decorum and order during meetings

The School Board determines that decorum and order are necessary during School Board Meetings. The purposes for maintaining decorum and order are:

1. to ensure that the affairs of the School Board and School Board Committees may be conducted in an open, safe and orderly manner during meetings;
2. that all persons signed up to address the School Board during public comment sections of meetings have the opportunity to do so in an orderly and respectful manner and without being interrupted;
3. that persons in attendance may observe and hear the proceedings of the School Board without distraction and interruption;
4. that students and other young audience members who attend or watch such meetings are not subject to inappropriate language or conduct;
5. that School Board Members and School Division employees or other agents can transact the business of the School Board and the School Division with minimal disruption.

B. Limitations on addressing the School Board

Persons addressing the School Board during public comment sections of the meeting shall:

1. Limit their comments to matters relevant to PreK-12 public education in Virginia Beach and the business of the School Board and the School Division.
2. Refrain from obscenity, vulgarity, profanity, and comments or actions with the intent to incite violence or other breach of peace.
3. Comply with the time limits and other rules for public comment set forth in the agenda or Bylaws.
4. During special meetings or public hearings, the School Board may set different rules or time limits for public comments.

C. Other expressive activities during meetings

1. Public comments during meetings limited to matters relevant to public education and the business of the School Board

At regular School Board Meetings, the School Board accepts public comment during designated sections of the Meeting Agenda. The public comment sections of School Board Meetings are limited public forums for the sole purpose of accepting comments from members of the public relevant to PreK-12 public education in Virginia Beach and the business of the School Board and the School Division. The School Board does not accept other forms of public comment during Meetings or at those times immediately preceding or following a Meeting.

2. Expressive activities during meetings

To maintain decorum and order and conduct the business of the School Board and the School Division during meetings, expressive activities by members of the public in meetings will be limited or prohibited. On any day that a meeting is scheduled to take place, the School Board prohibits certain expressive activity, including but not limited to the following, expressive activities:

- Petitioning, demonstrating, picketing, pamphlet distribution, conducting polls, or solicitation in the Building where the Meeting is taking place.
- Displaying or using signs, posters or other items brought into the meeting room that block the view of persons in or observing the meeting or create a safety concern. Possession of such items while in the meeting location will not be prohibited.
- Use of noise making devices.
- Use of excessive cheering, booing, clapping, or similar activity that disrupts the meeting, as determined by the Chair or designee.
- Calling out or making comments when not called to address the School Board.
- Intimidation, harassment or threats to persons in the meeting or who are entering or departing the meeting or the location of the meeting.
- Instigating or attempting to instigate confrontations or other conduct for the purpose of disrupting the meeting.
- Other conduct that violates decorum and order as determined by the Chair or designee.

3. School Administration Building or other locations for meetings are not open public forums for public expression

The School Administration Building (or another building or location where a meeting is scheduled to take place) its grounds and reserved parking spaces are not open for expressive activities unless a facility use request or application has been approved by the Superintendent or designees. The Superintendent or designees are authorized to designate areas of the School Administration Building (or other building or location for a meeting), the grounds and parking lots that may be considered for facility use request or application. The Superintendent or designee are authorized to develop and implement regulations and/or procedures related to such facility use requests or applications.

D. Other methods of communicating with the School Board

The School Board encourages citizens and other interested parties to communicate with the School Board regarding matters related to public education. Due to the limited time scheduled to conduct business and the need to follow approved agenda items, School Board meetings may not be conducive for all forms of communication to the School Board. Persons seeking to communicate with the School Board may contact School Board Members through other methods of communication, including SchoolBoard@vbcpsboard.com or email individual School Board Members in addition to those provided at School Board meetings.

This Bylaw does not preclude persons addressing the School Board from delivering the School Board or its Clerk written materials including reports, statements, exhibits, letters, or signed petitions prior to or after a Meeting. While public speakers are addressing the School Board, they may not approach the School Board to hand out items but will instead be directed to leave items with the Clerk or designee for the School Board to consider after the Meeting.

This Bylaw does not preclude persons called to address the School Board during public comment sections from using a chart, graph or other item during their public comments so long as that item does not interfere with the School Board and other persons observing the Meeting from hearing or seeing the speaker and the item does not create a safety issue or otherwise violate the decorum and order rules. Furthermore, nothing herein shall be interpreted to prohibit members of the public from communicating with the School Board or the School Administration on matters relevant to PreK-12 public education in Virginia Beach and the business of the School Board and the School Division at times other than meetings.

- E.** The Chair with the assistance of the Superintendent or their designees shall preserve decorum and order in the room where the Meeting is taking place and shall decide all questions of decorum and order during the Meeting. School Board Members may vote to overrule the Chair's or designee's decision at the time that the Chair or designee makes the decision. The Chair or designee is authorized to work with the Superintendent, designees, law enforcement and authorized agents to maintain order and decorum prior to the start of, during and immediately after any Meeting.
- F.** The School Administration, law enforcement and authorized agents will have responsibility for maintaining decorum and order outside of the Meeting room and outside of a building where a meeting will be or is taking place.
- G.** No person attending a meeting of the School Board, in any capacity, shall use, or allow to sound, any device in a manner that disrupts the conduct of business within the room in which the School Board or a Committee thereof is meeting. Notice of this restriction shall be posted outside of School Board Meeting Room and on the agenda for any School Board meeting.
- H.** At the request of the Chair or Superintendent or their designees, a city police officer or other law enforcement officer shall act as sergeant-at-arms at all School Board meetings.