



# 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, March 22, 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-serve basis. Members of the public will also be able to observe the School Board Meeting through livestreaming on [www.vbschools.com](http://www.vbschools.com), broadcast on VBT Channel 47, and on Zoom through the link below.

Attendee link: [https://us02web.zoom.us/join/register/WN\\_rLn4\\_0yLQZCyju0WQ6l2cQ](https://us02web.zoom.us/join/register/WN_rLn4_0yLQZCyju0WQ6l2cQ) Call-in (301) 715-8592 ID 893 1135 3572

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 [vbcpschoolboard@googlegroups.com](mailto:vbcpschoolboard@googlegroups.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 March 21, 2022.

**Closed Session** (Einstein Lab) ..... **3:30 p.m.**

- 1. Administrative, Informal, and Workshop** ..... **4:30 p.m.**
  - A. School Board Administrative Matters and Reports
  - B. Forecast of Regular School Board Meeting Agenda Topics FY 22 - 4<sup>th</sup> Quarter: April, May, June
  - C. Educational Equity Update
- 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. National Board Certified Teachers
  - B. Landstown High School – State Wrestling Champion
- 8. Adoption of the Agenda**
- 9. Superintendent's Report (second monthly meeting)**
- 10. Approval of Meeting Minutes**
  - A. March 8, 2022 Regular School Board Meeting



# VIRGINIA BEACH CITY PUBLIC SCHOOLS CHARTING THE COURSE

School Board Regular Meeting Proposed Agenda (continued)  
Tuesday, March 22, 2022

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

The School Board will hear public comments at the March 22, 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 March 22, 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. March 22, 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. Interim Financial Statements – February 2022
- B. 2022-23 Special Education Annual Plan/Part B Flow Through Application
- C. New Course Proposals:
  - 1. Data Science
  - 2. Journalism IV
- D. Disposition of School Board Owned Property (Laskin Road Annex)
- E. Policy Review Recommendations:
  - 1. Policy 3-84/ School Lunch and Breakfast Program/Generally
  - 2. Policy 7-5/ News: Division Wide and Individual School
  - 3. Policy 7-14/ Advertising in Schools
  - 4. Policy 7-40/ Performance of Students
  - 5. Policy 7-41/ Contests for Students
  - 6. Policy 7-45/ Recognition of Students and Staff by the School Board
  - 7. Policy 7-52/ Use of School Board Equipment/ Use of School Buses
  - 8. Policy 7-55/ Fees for Use of School Facilities
  - 9. Policy 7-56/ Concession Stands on School Property

## 13. **Return to public comments if needed**

## 14. **Consent Agenda**

- A. Resolutions:
  - 1. National Month of the Military Child
  - 2. Mathematics Awareness Month
  - 3. School Library Media Month and National Library Week
- B. Recommendation of a General Contractor: First Colonial High School HVAC/Partial Roof Replacement (Music Wing)

## 15. **Action**

- A. Personnel Report / Administrative Appointments **Updated 03/25/2022**

## 16. **Committee, Organization or Board Reports**

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

## 18. **Adjournment**



**Subject:** Closed Session **Item Number:** Pre-Meeting

**Section:** Closed Session **Date:** March 22, 2022

**Senior Staff:** N/A

**Prepared by:** Kamala H. Lannetti, Deputy City Attorney

**Presenter(s):** Kamala H. Lannetti, Deputy City Attorney

**Recommendation:**

That the School Board recess into Closed Session to deliberate on the following matters: into a closed meeting pursuant to the exemptions from open meetings allowed by Section 2.2-3711, Part A 1 and 8, Paragraph of the Code of Virginia, 1950, as amended, for

1. Discussion, consideration, or interviews of prospective candidates for employment; assignment, appointment, promotion, performance, demotion, salaries, disciplining, or resignation of specific public officers, appointees, or employees of any public body; namely to discuss the:
  - A. Employee Dismissal Grievance No: 529-03-09-22 - namely for the School Board to make a determination on a grievant's appeal of a dismissal from employment.
  - B. Employee Grievance No:530-03-14-22 - namely to consider employee request for waiver of time period to file for the next step in the grievance procedure.
2. 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 or meeting merely because an attorney representing the public body is in attendance or is consulted on a matter: namely for a discussion of status of a matter that has been resolved.

**Source:**

Code of Virginia §2.2-3711



**Forecast of Regular School Board Meeting Agenda Topics FY 22**

**Subject:** Fourth Quarter – April, May, June 2022 **Item Number:** 1B

**Section:** Administrative, Informal, and Workshop **Date:** March 22, 2022

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

**Prepared by:** Donald E. Robertson, Jr., Ph.D., Chief of Staff

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

**Recommendation:**

That the School Board receive the Administration's forecast of agenda topics to be presented on the School Board's regular meeting agenda in the FY22 fourth quarter – April, May, June 2022.

**Background Summary:**

**Source:**

**Budget Impact:**



**Subject:** Educational Equity Update **Item Number:** 1C

**Section:** Administrative, Informal, and Workshop **Date:** March 22, 2022

**Senior Staff:** LaQuiche R. Parrott, Ed.D., Director of Diversity, Equity and Inclusion

**Prepared by:** LaQuiche R. Parrott, Ed.D., Director of Diversity, Equity and Inclusion

**Presenter(s):** LaQuiche R. Parrott, Ed.D., Director of Diversity, Equity and Inclusion

Lisa A. Banicky, Ph.D., Executive Director of Planning, Innovation and Accountability

**Recommendation:**

To share the critical actions and progress to date with the support of internal offices to advance educational equity within the division.

**Background Summary:**

As a result of the Educational Equity Policy 5-4, Section C, we engaged in a division-wide equity assessment to “assess and identify inequitable practices and procedures within the School Division that have historically or are currently resulting in inequities of opportunity for students and staff.” The equity assessment included the engagement of internal and external stakeholders through focus groups and interviews, document analysis and examination of division-wide data.

On Nov. 23, 2021, the Board was provided a final report and presentation of the equity assessment conducted by Quality Measures LLC. Since this Board meeting, we have begun planning and designing actionable steps to expand opportunities to engage the broader community in the division’s educational equity efforts. One of the key next steps supported by this Board and administration was to engage more voices in the equity work.

Since the Jan. 31, 2022, memo to the Board, the Office of Diversity, Equity and Inclusion with the support of internal offices have taken a four-pronged approach to develop our equity plan, which includes leveraging the information we already received from the equity assessment, engaging the community by conducting listening sessions with parents, teachers, students and other stakeholders, forming an administrative educational equity planning committee and then communicating next steps. These efforts will be the focus of the school board workshop.

**Source:**

VBCPS Advancing Educational Equity, [one -pager](#)

VBCPS Educational Equity [Policy](#) 5-4

VBCPS Educational Equity [Assessment](#)

**Budget Impact:**

Available funds from the Office of Diversity, Equity and Inclusion budget were utilized to support the independent contracting of three facilitators to conduct the 37 listening sessions with students, staff and parent and Spanish translation services.



Subject: School Board Recognitions

Item Number: 7A-B

Section: Student, Employee and Public Awards and Recognitions

Date: March 22, 2022

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

Prepared by: Mary R. Norton, Public Relations Coordinator, Dept. 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 March 22, 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. National Board Certified Teachers
2. Landstown High School - State Wrestling 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 Minutes **Date:** March 22, 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. March 8, 2022 Regular School Board Meeting

**Background Summary:**

**Source:**

Bylaw 1-40

**Budget Impact:**

N/A





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**Aaron C. Spence, Ed.D., Superintendent**

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## **School Board Regular Meeting MINUTES** **Tuesday, March 8, 2022**

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

1. **Administrative, Informal, and Workshop:** Chairwoman Rye convened the administrative, informal, and workshop session at 4:00 p.m. on the 8<sup>th</sup> day of March 2022 and announced physical distancing will be used in the School Board Chamber as a health mitigation strategy and there will be designated public seating. Members of the public will be able to observe the School Board meeting through live streaming on vbschools.com, broadcast on VBTV Channel 47 and on Zoom. It is the School Board's protocol to break at 5:30 p.m. to prepare for the Formal Session School Board Meeting to begin at 6:00 p.m. At 5:30 p.m., the School Board will conclude unless the School Board votes to continue to no later than 5:45 p.m. to allow the School Board and the School Administration to prepare for the Formal Session of the School Board Meeting at 6:00 p.m.  
  
The following School Board members were present in the School Board chamber: Chairwoman Rye, Vice Chair Melnyk, Ms. Anderson, Ms. Felton, Ms. Franklin, Ms. Holtz (arrived at 4:07 p.m.), Ms. Hughes, Ms. Manning, Ms. Owens (arrived at 4:02 p.m.), and Ms. Riggs (arrived at 4:09 p.m.) Ms. Weems was not in attendance due to a personal health matter.
  - A. **School Board Administrative Matters and Reports:** Chairwoman Rye mentioned Read Across America event at Seatack Elementary School.
  - B. **Future Ready Update:** Matthew D. Delaney, Executive Director of High School Education and Robin L. Hoffman, Coordinator of High School Redesign presented the School Board an update on high school redesign and how high school redesign aligns to the goals of *Compass to 2025* as we stay committed to ensuring that students are future ready upon graduation. Mr. Delaney provided a brief introduction and mentioned the graduate profile and *Compass to 2025*. Mr. Delaney then introduced Ms. Hoffman.  
Ms. Hoffman continued the presentation; mentioned graduation rate (exceeds 94%); review four areas to prepare students to be life ready: content knowledge, workplace skills, career exploration, and community engagement and civic responsibility; reviewed the four pillars of the high school redesign; first pillar: rigorous, relevant, real-world learning experiences (transferable skills, interdisciplinary thinking, application to world outside of school, connection to student interest and future-oriented goals); second pillar: post-secondary plan (enrolled in higher education, enlisted in military service, employed – preparation for employment upon graduation); student options – advanced placement or dual enrollment, sequential electives, work-based learning opportunities, specialty center, academy options; third pillar: curated works of substance (learning experiences and associated student work serve as evidence of rigorous, relevant, real-world learning); fourth pillar: signature experience (career exploration, service learning, self-development); students engage in three phases of learning: generate an



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interest-based proposal for self-directed learning, engage in an inquiry-process to explore their topics, design an artifact.

The presentation continued with comment and questions regarding Health and Science Academy at Bayside High School; relevant experiences; interdisciplinary thinking; and time frame of goals.

- C. Canvas Learning Management System Update: Sharon L. Shewbridge, Ph.D., Director, Instructional Technology presented the School Board an update related to the Canvas adoption; reviewed a brief history of learning management systems in VBCPS; showed screenshots of Schoology view and Canvas view; MasteryConnect – digital assessment management system and compliments Canvas; growing with Canvas Course – customized for Virginia Beach, course has been shared for all teachers to access, pilot schools participated in the course asynchronously and in-person, teachers were requesting course and ITS’ began working with small groups of teachers to accommodate; discussed curriculum access in Schoology and curriculum access via Google; reviewed teacher feedback: 88% teachers found the organization of the course landing page made sense, easier to access links, centralized format; next steps – camp Canvas in June and August, all student courses will be in Canvas by the start of the 2022-2023 school year, discussions are taking place with Schoology to maintain access throughout the 22-23 school year to provide time to transfer materials. The presentation continued with comments and questions regarding teacher feedback; pilot program; continuation of Schoology for the year; use of Canvas at post-secondary schools; flexible scheduling and learning Canvas.

2. **Closed Session**: There was no closed session.

3. **School Board Recess**: Chairwoman Rye adjourned the administrative, informal, and workshops session at 4:46 p.m.

4. **Formal Meeting (School Board Chambers)** ..... **6:00 p.m.**

5. **Call to Order and Roll Call**: Chairwoman Rye convened the meeting of the School Board in the School Board chamber at 6:00 p.m. on the 8<sup>th</sup> day of March 2022 and noted members of the public will be able to observe the School Board meeting through livestreaming on vbschools.com, broadcast on VBT Channel 47, and on Zoom.

The following School Board members were present in the School Board chamber: Chairwoman Rye, Vice Chair Melnyk, Ms. Anderson, Ms. Felton, Ms. Franklin, Ms. Holtz, Ms. Hughes, Ms. Manning, Ms. Owens, and Ms. Riggs.

Ms. Weems was not in attendance due to a personal health matter.

6. **Moment of Silence followed by the Pledge of Allegiance**

7. **Student, Employee and Public Awards and Recognition**

- A. Kellam High School – Virginia Chapter of the National Wrestling Hall of Fame: The School Board recognized Mike Benzel from Kellam High School who has been inducted into the Virginia Chapter of the National Wrestling Hall of Fame – 2022 Induction for Lifetime Service to Wrestling. Mr. Benzel has worked at Kellam High School for he past 30 years as a science teacher and wrestling coach.
- B. Ocean Lakes High School – Perfect SAT Score: The School Board recognized Ruoming Shen, a student at Ocean Lakes High School for a perfect score on the Scholastic Aptitude Test (SAT). Miss Shen is currently a junior at the Math and Science Academy.
- C. Tallwood High School – Perfect ACT Score: The School Board recognized Joshua Darrow, a student at Tallwood High School for a perfect score on the American College Test (ACT). Mr. Darrow is currently a senior at Tallwood High School.

8. **Adoption of the Agenda**: Chairwoman Rye called for any modifications to the agenda as presented. Hearing none, Chairwoman Rye called for a motion to approve the agenda as presented. Ms. Riggs made the motion, seconded by Hughes. Chairwoman Rye called for a vote. The School Board Clerk announced there were ten (10) ayes in favor of the motion: Chairwoman Rye, Vice Chair Melnyk, Ms. Anderson, Ms. Felton, Ms. Franklin, Ms. Holtz, Ms. Hughes, Ms. Manning, Ms. Owens, and Ms. Riggs. The motion passed, 10-0-0.

9. **Superintendent’s Report**. There was no report presented at the meeting.

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**10. Approval of Meeting Minutes**

- A. February 8, 2022 Regular School Board Meeting: Chairwoman Rye called for any modifications to the February 8, 2022 regular School Board meeting minutes as presented. Hearing none, Chairwoman Rye called for a motion to approve the February 8, 2022 meeting minutes as presented. Ms. Franklin made the motion, seconded by Ms. Manning. Without discussion, Chairwoman Rye called for a vote. The School Board Clerk announced there were ten (10) ayes in favor of the motion: Chairwoman Rye, Vice Chair Melnyk, Ms. Anderson, Ms. Felton, Ms. Franklin, Ms. Holtz, Ms. Hughes, Ms. Manning, Ms. Owens, and Ms. Riggs. The motion passed, 10-0-0.
- B. February 15, 2022 Special School Board Meeting: Chairwoman Rye called for any modifications to the February 15, 2022 special School Board meeting minutes as presented. Hearing none, Chairwoman Rye called for a motion to approve the February 15, 2022 meeting minutes as presented. Ms. Holtz made the motion, seconded by Ms. Anderson. Without discussion, Chairwoman Rye called for a vote. The School Board Clerk announced there were ten (10) ayes in favor of the motion: Chairwoman Rye, Vice Chair Melnyk, Ms. Anderson, Ms. Felton, Ms. Franklin, Ms. Holtz, Ms. Hughes, Ms. Manning, Ms. Owens, and Ms. Riggs. The motion passed, 10-0-0.
- C. February 22, 2022 Regular School Board Meeting: Chairwoman Rye called for any modifications to the February 22, 2022 regular School Board meeting minutes as presented. Hearing none, Chairwoman Rye called for a motion to approve the February 22, 2022 meeting minutes as presented. Ms. Franklin made the motion, seconded by Ms. Riggs. Without discussion, Chairwoman Rye called for a vote. The School Board Clerk announced there were ten (10) ayes in favor of the motion: Chairwoman Rye, Vice Chair Melnyk, Ms. Anderson, Ms. Felton, Ms. Franklin, Ms. Holtz, Ms. Hughes, Ms. Manning, Ms. Owens, and Ms. Riggs. The motion passed, 10-0-0.
- D. March 1, 2022 Special School Board Meeting: Chairwoman Rye called for any modifications to the March 1, 2022 special School Board meeting minutes as presented. Hearing none, Chairwoman Rye called for a motion to approve the March 1, 2022 meeting minutes as presented. Ms. Melnyk made the motion, seconded by Ms. Anderson. Without discussion, Chairwoman Rye called for a vote. The School Board Clerk announced there were nine (9) ayes in favor of the motion: Chairwoman Rye, Vice Chair Melnyk, Ms. Anderson, Ms. Felton, Ms. Franklin, Ms. Holtz, Ms. Hughes, Ms. Owens, and Ms. Riggs. The School Board Clerk announced there was one (1) abstention: Ms. Manning because she was not in attendance at the meeting. The motion passed, 9-0-1.

**11. Public Comments (until 8:00 p.m.):** Chairwoman Rye announced the School Board will hear public comments on matters relevant to PreK-12 public education in Virginia Beach and the business of the School Board and the School Division from citizens and delegations who signed up with the School Board Clerk prior to the meeting. Chairwoman Rye mentioned information regarding speaker process, decorum and order, and submitting comments via group email.

There were forty-six (46) in person speakers (including nine (9) student speakers) and eleven (11) online speakers; topics discussed were the English as a Second Language (ESL) program; ESL students; ESL teachers; comments by School Board members; Women's History month; budget and ESL; public education; Black History Month; budget; February 22 School Board meeting; books in school; student surveys; funds for staffing needs; VSBA Equity in Education; CRT; Executive Order #2; mask optional; teacher shortages; 2023-2024 school calendar; and the two resolutions on the agenda.

The speakers ended at 8:50 p.m.

**12. Information:** There were no information items presented.

**13. Return to public comments if needed:** As noted above, speaker comments ended at 8:50 p.m.

**14. Consent Agenda:** Chairwoman Rye read the items listed on the Consent Agenda.

A. Resolutions:

1. Women's History Month: Recommendation that the School Board approve a resolution recognizing March 2022 as Women's History Month. Ms. Anderson read the following resolution:

**Resolution for Woman's History Month  
March 2022**

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**WHEREAS** American women of every race, class, and ethnic background have made historic contributions to the growth and strength of our school division, communities and Nation in countless recorded and unrecorded ways;

**WHEREAS** American women have played and continue to play critical economic, cultural, and social role in every sphere of the life of the Nation by constituting a significant portion of the labor force working inside and outside of the home;

**WHEREAS** American women have played a unique role throughout the history of our city and Nation by providing the majority of the teaching force of the Nation;

**WHEREAS** American women were particularly important in the establishment of early charitable, philanthropic, and cultural institutions in our Nation that are still evident today;

**WHEREAS** American women of every race, class, and ethnic background served as early leaders in the forefront of every major progressive social change movement;

**WHEREAS** American women have served our country courageously in the military;

**WHEREAS** American women have been leaders, not only in securing their own rights of suffrage and equal opportunity, but also in the abolitionist movement, the emancipation movement, the industrial labor movement, the civil rights movement, and other movements, especially the peace movement, which create a more fair and just society for all; and

**WHEREAS** despite these contributions, the role of American women in history has been consistently overlooked and undervalued, in the literature, teaching and study of American history:

**NOW, THEREFORE, BE IT**

**RESOLVED:** That the School Board of the City of Virginia Beach officially recognizes the month of March 2022 as Women's History Month; and be it

**FURTHER RESOLVED:** That the School Board of the City of Virginia Beach encourages all citizens to support and recognize women, in both the public and private sectors that provide healing and hope for the betterment for all throughout the community; and be it

**FURTHER RESOLVED:** That a copy of this resolution be spread across the official minutes of this Board.

Adopted by the School Board of the City of Virginia Beach this 8th day of March 2022.

2. VSBA Equity in Education Month: Recommendation that the School Board approve a resolution recognizing March as VSBA Equity in Education. Ms. Felton read the following resolution:

**Resolution for VSBA Equity in Education Month  
March 2022**

**WHEREAS,** educational equity is defined as fostering a barrier-free environment whereby all students regardless of race, ethnicity, gender, sexual orientation and disability have the opportunity and benefit of a high-quality and effective and inclusive learning environment; and

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**WHEREAS**, it is important for Virginia Beach families, students, teachers, and school administrators to be responsive to the diverse needs of the school community, and to encourage courageous conversations of the real or perceived inequities that impact members of our school community; and

**WHEREAS**, the division's Educational Equity Policy 5-4 and equity emphases outlined in the strategic framework anchor our commitment to educational equity and accountability; and

**WHEREAS**, we continue take proactive actions to advance educational equity in our division as evident by our recent equity assessment and development of an equity plan, and

**WHEREAS**, the promise of public education is for every child to be successful in school and life; and

**WHEREAS**, the division will continue to take proactive actions and seek feedback from stakeholders to advance educational equity;

**NOW, THEREFORE, BE IT**

**RESOLVED:** That the School Board of the City of Virginia Beach officially recognizes the month of March 2022 as VSBA Equity in Education Month; and be it

**FURTHER RESOLVED:** That the School Board of the City of Virginia Beach encourages all citizens to support and keep educational equity centered in the work of the division and evident throughout the community; and be it

**FURTHER RESOLVED:** That a copy of this resolution be spread across the official minutes of this Board.

Adopted by the School Board of the City of Virginia Beach this 8th day of March 2022.

- B. English as a Second Language (ESL) Program (K-12): Comprehensive Evaluation: Recommendation that the School Board approve the administration's recommendations that were proposed in response to the English as a Second Language Program (K-12): Comprehensive Evaluation.
- C. Student Response Teams (SRT): Outcome Evaluation: Recommendation that the School Board approve the administration's recommendations that were proposed in response to the Student Response Teams (SRT): Outcome Evaluation.
- D. Recommendation of General Contractor:
  - 1. First Colonial High School Locker Removal: Recommendation that the School Board approve a motion authorizing the Superintendent to execute a contract with Spacemakers, Inc. for the First Colonial High School Locker Removal in the amount of \$668,641.
  - 2. First Colonial High School Gym Bleacher Replacement: Recommendation that the School Board approve a motion authorizing the Superintendent to execute a contract with E&P Electric for the First Colonial High School Gymnasium Bleacher Replacement in the amount of \$188,610.
  - 3. Holland Road Annex RTU Replacement: Recommendation that the School Board approve a motion authorizing the Superintendent to execute a contract with Colonial Webb Contractors Company for the Holland Road Annex Roof Top Unit (RTU) Replacement in the amount of \$3,048,700.
- E. Policy Review Recommendations: 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 February 10, 2022 meeting.
  - 1. Policy 3-69 / Contract Maintenance: The PRC recommends deleting this Policy as these procedures are now covered under the procurement procedures and other policies and regulations.
  - 2. Policy 3-70 / Equipment: The PRC recommends scrivener's changes and clarification of language regarding replacement of equipment.

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3. Policy 3-76 / Transportation/Generally: The PRC recommends amendments to reflect new legislation authorizing vehicles that use alternative fuel.
  4. Policy 3-77 / Transportation and Non-Transportation Zones: The PRC recommends reformatting the Policy and adding a new Section C to reflect recent statutory addition of the requirement to provide transportation outside a transportation for certain students.
  5. Policy 3-78 / Schedules, Routes and Stops/Traffic Control Plan: The PRC recommends scrivener's changes.
  6. Policy 3-80 / School Board Owned Vehicles: The PRC recommends minor amendments and the addition of a legal reference.
  7. Policy 3-81 / Vehicle Maintenance: The PRC recommends the addition of a legal reference.
  8. Policy 3-86 / School Cafeterias: The PRC recommends amending Section C to include School Board officers as those authorized to be served in school cafeterias.
- F. Religious Exemption(s): Recommendation that the School Board approve Religious Exemption Case No. RE-21-09 and RE-21-10.

After the reading of the resolutions, Chairwoman Rye called for a motion to approve the Consent Agenda items as presented. Ms. Riggs made the motion, seconded by Ms. Manning. Chairwoman Rye called for a vote to approve the Consent Agenda items as presented. The School Board Clerk announced there were ten (10) ayes in favor of the motion: Chairwoman Rye, Vice Chair Melnyk, Ms. Anderson, Ms. Felton, Ms. Franklin, Ms. Holtz, Ms. Hughes, Ms. Manning, Ms. Owens, and Ms. Riggs. The motion passed, 10-0-0.

## 15. Action

- A. Personnel Report / Administrative Appointments: Chairwoman Rye called for a motion to approve the March 8, 2022 personnel report and administrative assignments. Ms. Holtz made a motion, seconded by Ms. Anderson that the School Board approve the appointments and the acceptance of the resignations, retirements, and other employment actions as listed on the March 8, 2022 personnel report along with administrative appointments as recommended by the Superintendent. Without discussion, Chairwoman Rye called for a vote. The School Board Clerk announced there were ten (10) ayes in favor of the motion: Chairwoman Rye, Vice Chair Melnyk, Ms. Anderson, Ms. Felton, Ms. Franklin, Ms. Holtz, Ms. Hughes, Ms. Manning, Ms. Owens, and Ms. Riggs. The motion passed, 10-0-0.
- Superintendent Spence introduced Melisa A. Ingram, Demographer/GIS Manager, Office of Facilities Services as the Executive Director, Facilities Services, Office of Facilities Services.
- B. Resolution Regarding School Operating Budget for Fiscal Year 2022-23: Vice Chair Melnyk read the following resolution regarding School Operating Budget for Fiscal Year 2022-23:

### Budget Resolution – FY 2022/23

**WHEREAS**, the mission of Virginia Beach City Public Schools (VBCPS), in partnership with the entire community, is to empower every student to become a life-long learner who is a responsible, productive and engaged citizen within the global community; and

**WHEREAS**, the School Board of the City of Virginia Beach has adopted a comprehensive strategic plan and school improvement priorities to guide budgetary decisions; and

**WHEREAS**, the School Board has studied the proposed FY 2022/23 Operating Budget in view of state and federal requirements, the strategic plan, priorities, community expectations, competitive compensation for employees, and the best educational interests of its students; and

**WHEREAS**, the proposed FY 2022/23 Operating Budget moves all eligible employees up an experience step (0.5 percent) not to exceed the "top of the scale" and provides a 4.5 percent cost of living adjustment (COLA) for all employees; and



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**WHEREAS,** the City/School Revenue Sharing Policy provides 46.75% of certain general fund revenues to meet obligations of the School Board of the City of Virginia Beach; and

**WHEREAS,** the total funds requested for the FY 2022/23 Operating Budget from the City of Virginia Beach to the School Board of the City of Virginia Beach are \$484,566,543, and

**WHEREAS,** the debt service payment is estimated to be \$50,133,654 leaving a balance of \$434,432,889 to allocate between the Operating Budget and the Capital Improvement Program (CIP); and

**NOW, THEREFORE, BE IT**

**RESOLVED:** That the \$434,432,889 be allocated as follows: \$433,432,889 to the FY 2022/23 Operating Budget, and \$1,000,000 to Schools' Pay-As-You-Go (PAYGO) for the CIP

**FURTHER RESOLVED:** That federal funds of \$13,500,000, state funds of \$420,954,476, and other local funds of \$3,918,341 be added to the FY 2022/23 Operating Budget, bringing it to a total of \$871,805,706; and be it

**FURTHER RESOLVED:** That \$667,182 of the School Reserve Special Revenue fund be added to the FY 2022/23 Operating Budget, bringing the total to \$872,472,888; and be it

**FURTHER RESOLVED:** That the School Board of the City of Virginia Beach requests a Lump Sum Appropriation of \$872,472,888 from the City Council of Virginia Beach for the School Board FY 2022/23 Operating Budget; and be it

**FURTHER RESOLVED:** That the School Board of the City of Virginia Beach requests an appropriation of \$223,441,178 for categorical grants and other special revenue funds comprised of categorical grants in the amount of \$166,137,948; Green Run Collegiate in the amount of \$4,363,929; and other special revenue funds in the amount of \$52,939,301; and be it

**FURTHER RESOLVED:** That the School Board of the City of Virginia Beach requests a Lump Sum Appropriation of \$1,095,914,066 for the total of all funds (\$872,472,888 for the Operating Budget plus \$223,441,178 for categorical grants and other special revenue funds); and be it

**FINALLY RESOLVED:** That a copy of this Resolution be spread across the official minutes of this School Board, and the Clerk of the School Board is directed to deliver a copy of this Resolution to the Mayor, each member of the City Council, the City Manager, and the City Clerk.

Adopted by the School Board of the City of Virginia Beach this 8<sup>th</sup> day of March 2022.

After the reading, Chairwoman Rye called for a motion to approve the School Operating Budget for the Fiscal Year 2022-23 as presented. Ms. Franklin made the motion, seconded by Ms. Hughes. A brief discussion followed regarding VSBA membership dues; priority of teacher compensation; reclassification of teacher assistants and security officers to grade 10; increase advanced degree rate; increase in substitute pay; health care cost; appreciation for budget conversations; great budget; in a strong financial position; reviewed timeline for budget, April present to City Council, City Council to vote on budget in May.

Without further discussion, Chairwoman Rye called for a vote to approve the School Operating Budget for the Fiscal Year 2022-23 as presented. The School Board Clerk announced there were ten (10) ayes in favor of the motion: Chairwoman Rye, Vice Chair Melnyk, Ms. Anderson, Ms. Felton, Ms. Franklin, Ms. Holtz, Ms. Hughes, Ms. Manning, Ms. Owens, and Ms. Riggs. The motion passed, 10-0-0.

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- C. Resolution Regarding Capital Improvement Program (CIP) for Fiscal Year 2022-23 through Fiscal Year 2027-28:  
Vice Chair Melnyk read the following resolution regarding the FY 2022/23 – FY 2027/28 Capital Improvement Program Budget:

**FY 2022/23 – FY 2027/28 Capital Improvement Program  
Budget Resolution**

**WHEREAS**, the mission of Virginia Beach City Public Schools, in partnership with the entire community, is to empower every student to become a life-long learner who is a responsible, productive, and engaged citizen within the global community; and

**WHEREAS**, the School Board of the City of Virginia Beach has adopted a comprehensive strategic plan and school improvement priorities to guide budgetary decisions; and

**WHEREAS**, the primary funding sources for the Capital Improvement Program (CIP) are charter bonds, public facility revenue bonds, and reversion funding; and

**WHEREAS**, the City/School Revenue Sharing Policy provides 46.75% of certain general fund revenues to meet obligations of the School Board of the City of Virginia Beach; and

**WHEREAS**, the City/School Revenue Sharing Policy allocates funds first to Debt Service, while the balance is used for the Operating Budget and the CIP; and

**WHEREAS**, \$1,000,000 will be allocated to Schools' Pay-As-You-Go (PAYGO) for the CIP;

**WHEREAS**, the School Board has comprehensively reviewed all sources of funding, projected various scenarios and prioritized the needs of the Operating and CIP budgets.

**NOW, THEREFORE, BE IT**

**RESOLVED:** That the School Board of the City of Virginia Beach adopts a CIP program of \$646,751,501 (as shown on the attached School Board Funding Summary and Project Summary Alternative A dated March 8, 2022), and be it

**FINALLY RESOLVED:** That a copy of this Resolution be spread across the official minutes of this School Board, and the Clerk of the School Board is directed to deliver a copy of this Resolution to the Mayor, each member of the City Council, the City Manager, and the City Clerk.

Adopted by the School Board of the City of Virginia Beach this 8<sup>th</sup> day of March 2022.

After the reading, Chairwoman Rye called for a motion to approve the FY 2022/23 – FY 2027/28 Capital Improvement Program Budget Resolution as presented. Ms. Anderson made the motion, seconded by Ms. Riggs. Chairwoman Rye shared some brief comments regarding the CIP budget regarding new construction and maintenance, funding for projects, a note of thanks to the City Council for the Capital Improvement Program. Without further discussion, Chairwoman Rye called for a vote to approve the FY 2022/23 – FY 2027/28 Capital Improvement Program Budget as presented. The School Board Clerk announced there were ten (10) ayes in favor of the motion: Chairwoman Rye, Vice Chair Melnyk, Ms. Anderson, Ms. Felton, Ms. Franklin, Ms. Holtz, Ms. Hughes, Ms. Manning, Ms. Owens, and Ms. Riggs. The motion passed, 10-0-0.

- D. School Calendar 2023-2024: Chairwoman Rye called for a motion to approve the School Calendar 2023-2024. Ms. Owens made the motion, seconded by Ms. Hughes. Dr. Soltner, Chief Schools Officer provided a brief presentation on the 2023-2024 School Calendar; mentioning the Pre-Labor Day start, first day of school on August



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28, extended holidays, and two flex days; and other districts in Virginia have a Pre-Labor Day start. The discussion continued regarding delay in voting on calendar from last meeting; response from hotel/motel and restaurant association regarding Pre-Labor Day start; School Board members like calendar; important to have input from association; good compromise with four-day weekend for Labor Day; suggestion of adding minutes to the school day; start school early – can school end early; issues with extending school day; and two-year model for calendars. Without further discussion, Chairwoman Rye called for a vote to approve the School Calendar 2023-2024 as presented. The School Board Clerk announced there were ten (10) ayes in favor of the motion: Chairwoman Rye, Vice Chair Melnyk, Ms. Anderson, Ms. Felton, Ms. Franklin, Ms. Holtz, Ms. Hughes, Ms. Manning, Ms. Owens, and Ms. Riggs. The motion passed, 10-0-0.

- 16. Committee, Organization or Board Reports:** Ms. Manning mentioned the Mayor’s Committee for Persons with Disabilities annual awards ceremony March 17 at the Williams Farm Rec Center at 4 p.m.; Ms. Owens stated a point of personal privilege and mentioned the Green Run High School NJROTC fundraising for trip to Regional Championship; Ms. Riggs mentioned the Sister Cities Youth Ambassador Competition, and Art Show, April 22 at 6:30 p.m. at the Zeiders Theater; Vice Chair Melnyk mentioned the Green Run Collegiate Gala on April 2; and the Pearls of Wisdom Oyster Roast (VBEF) event on April 2.
- 17. Return to Administrative, Informal, Workshop or Closed Session matters:** Not needed.
- 18. Adjournment:** Chairwoman Rye adjourned the meeting at 9:45 p.m.

Respectfully submitted:

\_\_\_\_\_  
Regina M. Toneatto, Clerk of the School Board

Approved:

\_\_\_\_\_  
Carolyn T. Rye, School Board Chair



**Subject:** Interim Financial Statements – February 2022 **Item Number:** 12A

**Section:** Information **Date:** March 22, 2022

**Senior Staff:** Crystal M. Pate, Chief Financial Officer

**Prepared by:** Daniel G. Hopkins, Director of Business Services

**Presenter(s):** Crystal M. Pate, Chief Financial Officer  
Daniel G. Hopkins, Director of Business Services

**Recommendations:**

It is recommended that the School Board review the attached financial statements.

**Background Summary:**

Pursuant to Section 22.1-115 of the Code of Virginia, as amended, and other applicable sections, the enclosed Interim Financial Statements are presented.

**Source:**

Section 22.1-115 of the Code of Virginia, as amended

**Budget Impact:**

None



**VIRGINIA BEACH CITY PUBLIC SCHOOLS**  
CHARTING THE COURSE

**INTERIM FINANCIAL STATEMENTS**  
**FISCAL YEAR 2021-2022**  
**FEBRUARY 2022**

The financial statements include the following:

	<u>Page</u>
School Operating Fund:	
Revenues by Major Source .....	<b>A1</b>
Expenditures and Encumbrances by Category .....	<b>A3</b>
Expenditures and Encumbrances by Cost Center	
within Category .....	<b>A5</b>
Revenues and Expenditures/Encumbrances Summary .....	<b>B1</b>
Balance Sheet .....	<b>B2</b>
Revenues by Account .....	<b>B3</b>
Special Revenue and Proprietary Funds:	
Athletics .....	<b>B5</b>
Cafeterias .....	<b>B6</b>
Textbooks .....	<b>B7</b>
Risk Management .....	<b>B8</b>
Communication Towers/Technology .....	<b>B9</b>
Grants .....	<b>B10</b>
Health Insurance .....	<b>B13</b>
Vending Operations .....	<b>B14</b>
Instructional Technology .....	<b>B15</b>
Equipment Replacement .....	<b>B16</b>
Capital Projects Funds Expenditures and Encumbrances .....	<b>B17</b>
Green Run Collegiate Charter School .....	<b>B18</b>

The financial statements are reported on a cash basis; however, the financial statements include encumbrances (e.g., purchase orders, construction contracts) and reflect the option-payroll (e.g., 10-month employees starting in September electing to be paid over 12-months (i.e., includes the appropriate amount of the July and August salary payments due)) on a monthly basis (September through June). This salary accrual is reflected in each appropriate salary line item within each cost center and fund for reporting and budgetary control purposes.

### **School Operating Fund**

The School Operating Fund makes up the general operating fund of the School Board. The general fund is used to account for all of the financial resources (except those accounted for in the below funds) that support the Instruction; Administration, Attendance and Health; Pupil Transportation; Operations and Maintenance; and Technology categories.

### **School Operating Fund Revenues** (pages B1, B3-B4)

Revenues realized this month totaled **\$76.8 million**. Of the amount realized for the month, **\$40.8 million** was realized from the City, **\$10.5 million** was received in state sales tax, and **\$25.0 million** was received from the Commonwealth of Virginia for Basic School Aid, Standards of Quality (SOQ) entitlements, and other State revenue.

### **School Operating Fund Expenditures** (page B1)

The percent of the total current fiscal year budget expended and encumbered through this month was **63.12%**. The percent of expenditures and encumbrances to the total actual expenditures and encumbrances for the same period in FY 2021 was **61.53%**, and FY 2020 was **61.42%**. Please note that **\$35,299,778** of the current year budget is funded by the prior year fund balance for encumbrances.

### **Athletics Fund** (page B5)

The Athletics Fund accounts for the revenues and expenditures associated with the middle and high school athletic programs. This fund has realized **\$72,090** (including **\$36,327** in basketball receipts, **\$24,270** in miscellaneous receipts, and **\$9,054** in wrestling receipts) this month or **97.3%** of the estimated revenue for the current fiscal year compared to **91.2%** of FY21 actual. Expenditures totaled **\$403,643** for this month. This fund has incurred expenditures and encumbrances of **61.2%** of the current fiscal year budget compared to **34.3%** of the FY 21 actual. Please note that **\$429,369** of the current year budget is funded by the prior year fund balance for encumbrances.

### **Cafeterias Fund** (page B6)

The Cafeterias Fund accounts for the revenues and expenditures associated with the school cafeteria operations of the School Division. The fund realized **\$3,624,293** (includes **\$2,718,288** from the Federal National School Lunch Program) this month or **59.0%** of the estimated revenue for the current fiscal year compared to **34.0%** of the FY 21 actual. Expenditures totaled **\$3,582,943** for this month. This fund has incurred expenditures and encumbrances of **51.6%** of the current fiscal year budget compared to **40.8%** of the FY 21 actual. Please note that **\$3,268,162** of the current year budget is funded by the prior year fund balance (**\$3,189,607**) and prior year fund balance for encumbrances (**\$78,555**).

### **Textbooks Fund** (page B7)

The Textbooks Fund accounts for the financing and acquisitions of textbooks used in the School Division. The fund realized **\$334,534** (includes **\$334,370** from the Department of Education) this month or **65.9%** of the estimated revenue for the current fiscal year compared to the **66.5%** of the FY 21 actual. Expenditures totaled **\$93,099** for this month. This fund has incurred expenditures and encumbrances of **84.4%** of the budget for the current fiscal year compared to **78.1%** of the FY 21 actual. Please note that **\$2,085,381** of the current year budget is funded by the prior year fund balance (**\$2,071,611**) and prior year fund balance for encumbrances (**\$13,770**).

### **Risk Management Fund** (page B8)

The Risk Management Fund accounts for and provides insurance and the administration thereof for the School Division. The fund realized **\$2,699** in revenue (including **\$2,238** in insurance proceeds) this month. Expenses for this month totaled **\$861,228** (including **\$143,321** in Worker's Compensation payments, **\$179,490** in General Liability Insurance premiums, and **\$412,421** in other purchased services for repair of Holland Road Annex due to lightning strike).

### **Communication Towers/Technology Fund** (page B9)

The Communication Towers/Technology Fund accounts for the rent receipts relating to the communication towers constructed on School Board property. The fund realized **\$48,879** in revenue (includes **\$3,612** in tower rent-Cox High, **\$37,734** in tower rent-Landstown High, **\$5,593** in tower rent-Tech Center, and **\$1,832** in tower rent-Woodstock Elementary) this month or **109.3%** of the estimated revenue for the current fiscal year compared to **91.0%** of FY 21 actual. Please note that **\$284,000** of the current year budget is funded by the prior year fund balance.

### **Grants Fund** (pages B10-B12)

The Grants Fund accounts for certain private, Commonwealth of Virginia, and Federal grants (with matching local funds, if required). A total of **\$11,650,962** in expenditures was incurred for various grants this month.

### **Health Insurance Fund** (page B13)

The Health Insurance Fund accounts for the health insurance program and the administration thereof for the City and School Board employees. Revenues for this month totaled **\$12,584,286** (including City and School Board (employer and employee) premium payments). Expenses for this month totaled **\$7,121,789**. This includes medical and prescription drug claim payments for City and School Board employees.

### **Vending Operations Fund** (page B14)

The Vending Operations Fund accounts for the receipts and expenditures relating to the soft drink vending operations in the School Division. A total of **\$40,073** in revenue (includes **\$40,055** in vending receipts) has been realized this month or **87.2%** of the estimated revenue for the current fiscal year compared to the **39.9%** of the FY21 actual. Please note that **\$6,000** of the current year budget is funded by the prior year fund balance.

### **Instructional Technology Fund** (page B15)

The Instructional Technology Fund accounts for the financing and acquisitions of instructional technology to assist in the integration of Technology into the K-12 curriculum. The fund realized **\$744** in revenue (interest) this month. Please note that **\$1,121,686** of the current year budget is funded by the prior year fund balance.

### **Equipment Replacement Fund** (page B16)

The Equipment Replacement Fund accounts for the financial resources provided for an equipment replacement cycle for selected capital equipment for schools and central offices. The fund realized **\$20** in revenue (interest) this month. Expenditures for this month total **\$48,051**. Please note that **\$915,493** of the current year budget is funded by the prior year fund balance (**\$744,581**) and prior year fund balance for encumbrances (**\$170,912**).

### **Capital Projects Funds** (page B17)

The Capital Projects Funds accounts for the financial resources used for the construction of major capital facilities (e.g., schools). A total of **\$525,209** in expenditures was incurred for various school capital projects this month. This includes **\$430,138** for Energy Management Phase II Renovation and Replacement projects and **\$131,546** for Princess Anne Middle School replacement project. A transfer from the City of **\$460,000** to fund the Green Run High School tennis court renovation was received this month. This caused the month's expenditures to reflect (**\$457,796**) in the Tennis Court Renovations – Phase II project.

### **Green Run Collegiate Charter School Fund** (page B18)

The Green Run Collegiate Charter School Fund accounts for the revenues and expenditures of this public charter school. The School Board is acting in the capacity of a third-party administrator/fiscal agent for all of the public charter school's financial transactions in compliance with School Board Policies and Regulations. The fund realized **\$4,193,884** in revenue for the current fiscal year (from School Operating Fund) or **100.0%** of the estimated revenue for the current fiscal year. This fund has incurred expenditures and encumbrances of **54.1%** of the current year fiscal year budget compared to **49.9%** of FY 21. Please note that **\$10,277** of the current year budget is funded by the prior year fund balance for encumbrances.

**VIRGINIA BEACH CITY PUBLIC SCHOOLS**  
**SUMMARY OF OPERATING BUDGET TRANSFERS NOT EXCEEDING \$250,000**  
**February 1, 2022 through February 28, 2022**

5

Batch Entry Name	Description		Account From		Account To	Transfer Amount
22-02-01	To cover stipends and benefits for academy staff	FROM	Gifted Ed Support Workshop Instructors Employees Only	TO	Gifted Classroom Stipends Social Security Taxes	\$ 1,723
22-02-01	To cover stipends and benefits for academy staff	FROM	Gifted Ed Support Workshop	TO	Gifted Classroom Stipends Social Security Taxes	\$ 1,077
22-02-04	Overtime payment for Custodians on Academy night at Green Run High School	FROM	Gifted Classroom Other Purchased Services	TO	Custodial Services Custodians	\$ 185



**VIRGINIA BEACH CITY PUBLIC SCHOOLS**  
**INTERIM FINANCIAL STATEMENTS**  
**SCHOOL OPERATING FUND**

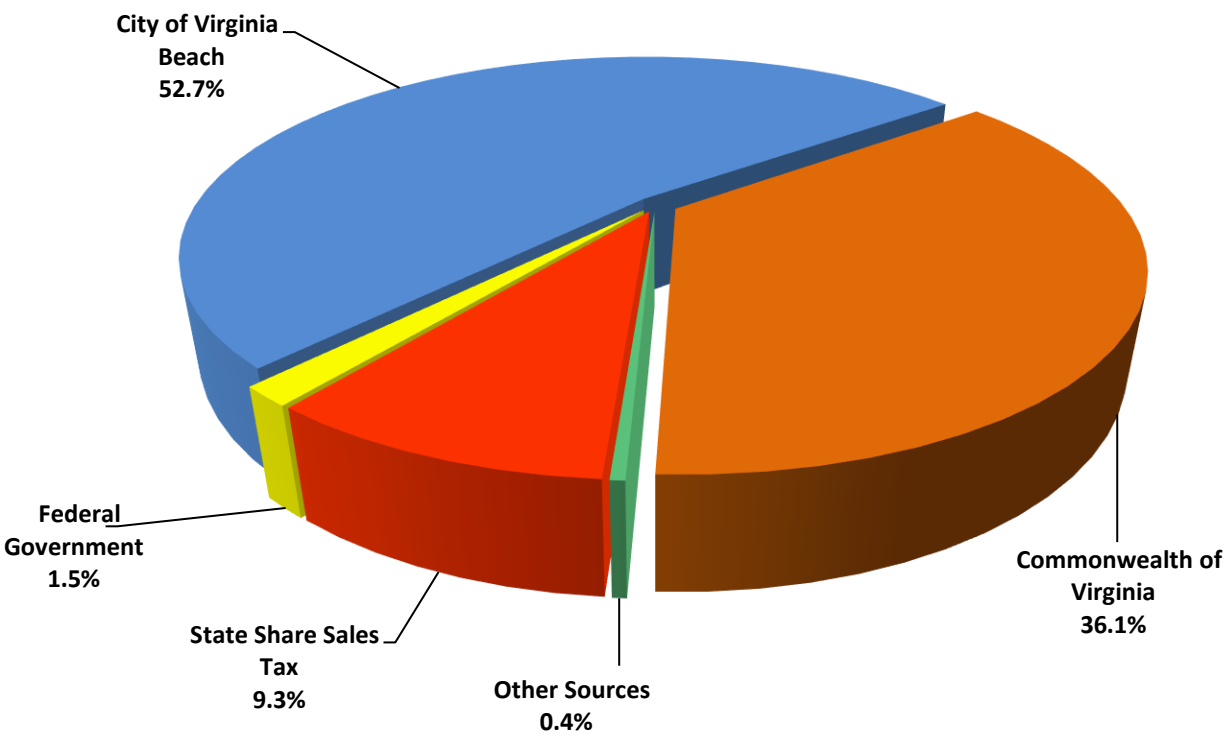
**REVENUES**

**FEBRUARY 2022**

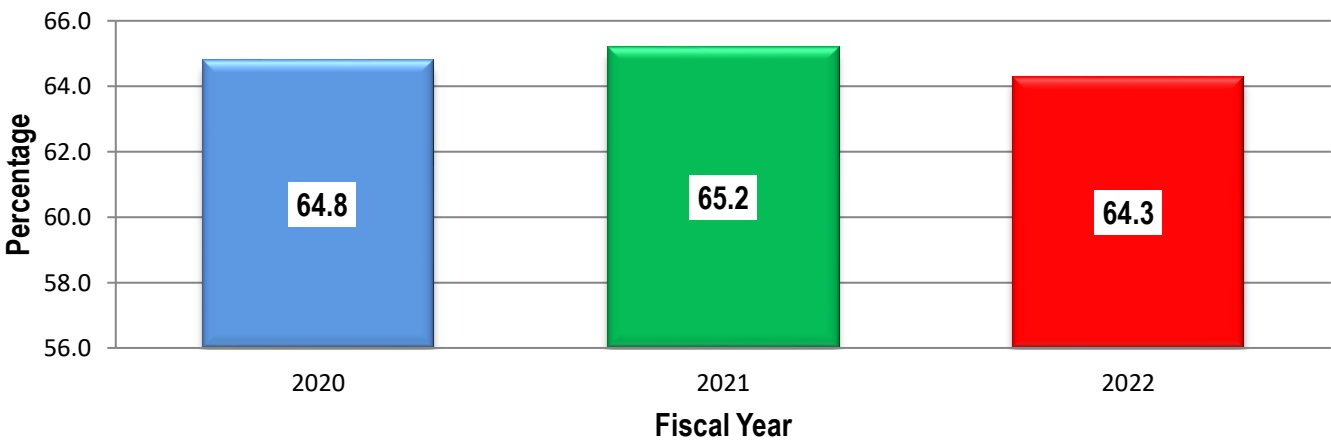
<b>BY MAJOR SOURCE</b>	<b>FISCAL YEAR</b>	<b>(1) BUDGET</b>	<b>(2) ACTUAL THROUGH JUNE</b>	<b>(3) ACTUAL THROUGH MONTH</b>	<b>% OF (3) TO (1)</b>	<b>TREND *</b>
<b>COMMONWEALTH OF VIRGINIA</b>	2022	317,437,827	<-----	184,963,898	58.27%	A
	2021	297,791,599	295,922,940	184,612,699	61.99%	
	2020	284,825,537	285,102,568	174,459,803	61.25%	
<b>STATE SALES TAX</b>	2022	81,922,118	<-----	58,582,989	71.51%	A
	2021	79,209,739	87,120,778	51,032,265	64.43%	
	2020	78,981,847	79,610,836	48,810,684	61.80%	
<b>FEDERAL GOVERNMENT</b>	2022	13,500,000	<-----	10,997,788	81.47%	A
	2021	13,500,000	18,243,225	15,114,026	111.96%	
	2020	12,200,000	16,671,591	13,284,170	108.89%	
<b>CITY OF VIRGINIA BEACH</b>	2022	463,967,737	<-----	308,837,665	66.56%	A
	2021	460,646,169	460,496,169	304,511,461	66.11%	
	2020	465,523,561	465,523,561	308,205,195	66.21%	
<b>OTHER SOURCES</b>	2022	3,132,803	<-----	2,577,271	82.27%	A
	2021	3,082,803	2,578,886	1,445,446	46.89%	
	2020	3,032,803	4,046,738	2,875,279	94.81%	
<b>SCHOOL OPERATING FUND TOTAL</b>	2022	879,960,485	<-----	565,959,611	64.32%	A
	2021	854,230,310	864,361,998	556,715,897	65.17%	
	2020	844,563,748	850,955,294	547,635,131	64.84%	

\* F=FAVORABLE, U=UNFAVORABLE, A=ACCEPTABLE

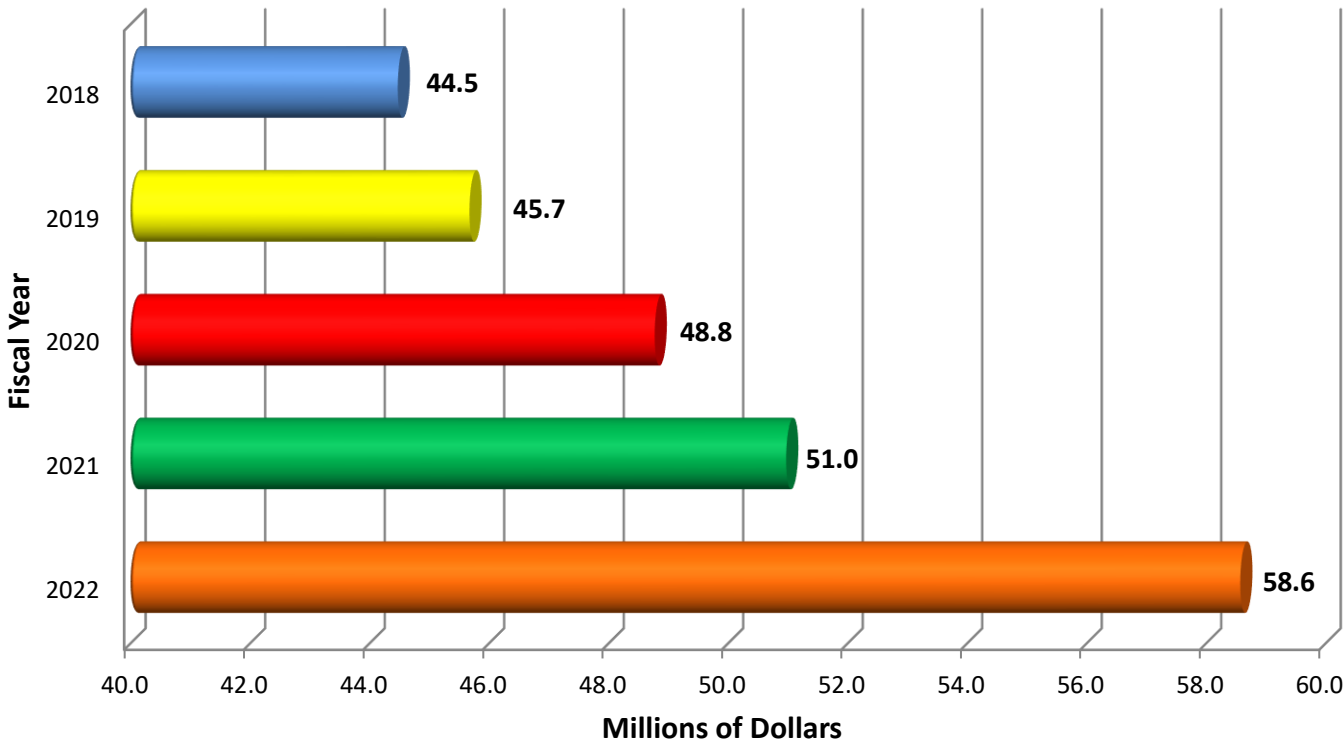
Fiscal Year 2022 Revenue Budget by Major Source



School Operating Fund Revenue  
Percentage of Actual to Budget/Actual as of February 28, 2022



State Sales Tax Revenue through February 28, 2022



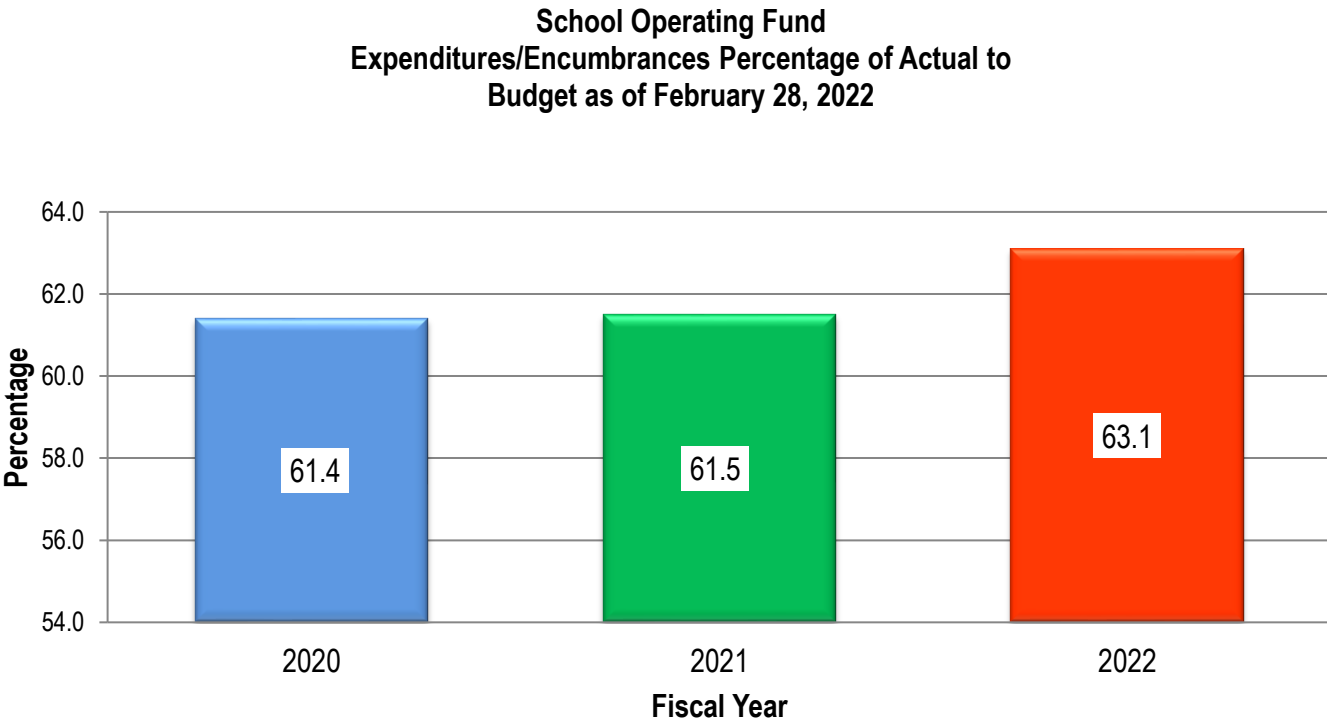
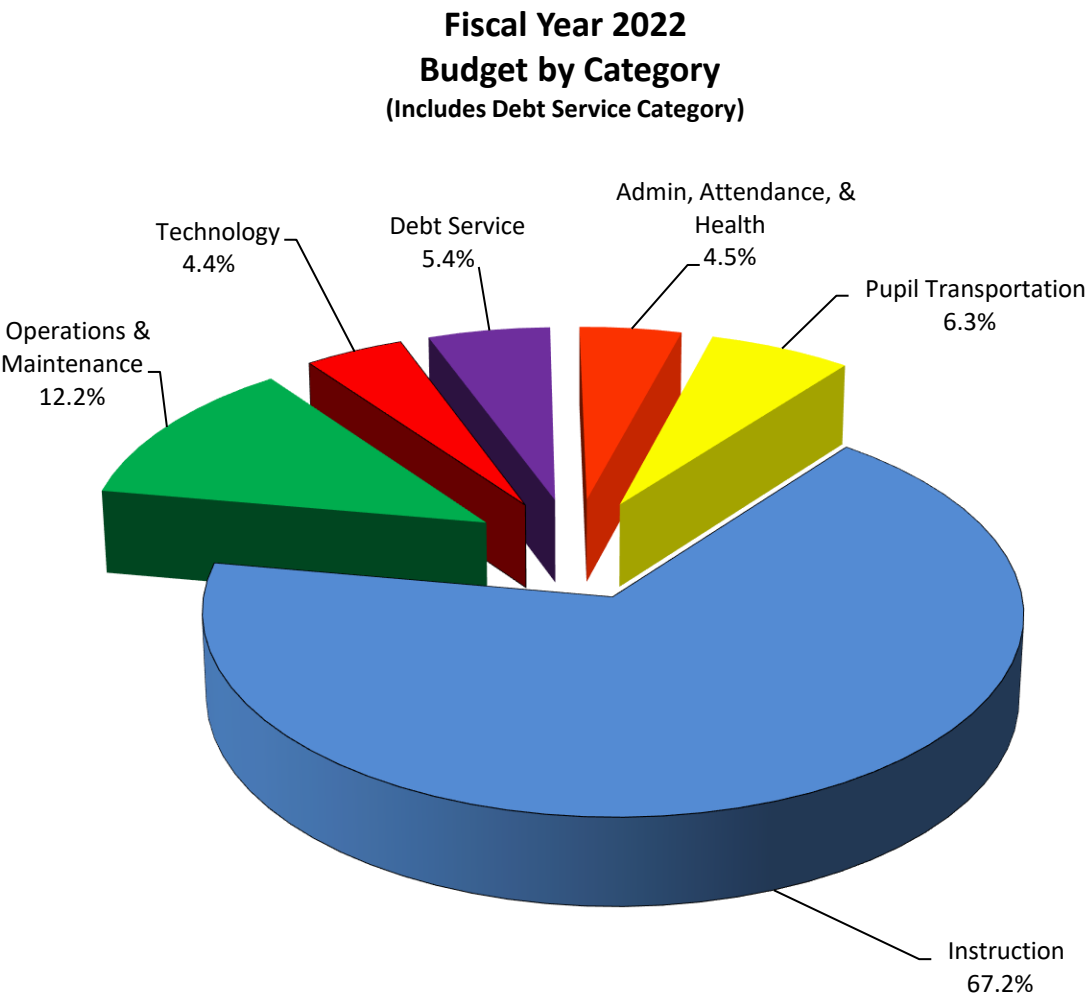
**VIRGINIA BEACH CITY PUBLIC SCHOOLS  
INTERIM FINANCIAL STATEMENTS  
SCHOOL OPERATING FUND**

**EXPENDITURES/ENCUMBRANCES**

**FEBRUARY 2022**

<b>BY UNIT WITHIN CATEGORY</b>	<b>FISCAL YEAR</b>	<b>(1) BUDGET</b>	<b>(2) ACTUAL THROUGH JUNE</b>	<b>(3) ACTUAL THROUGH MONTH</b>	<b>% OF (3) TO (1)</b>	<b>TREND *</b>
<b>INSTRUCTION CATEGORY</b>	2022	615,177,904	<-----	380,830,151	61.91%	A
	2021	586,718,111	580,254,096	364,743,151	62.17%	
	2020	597,197,050	577,167,812	362,145,189	60.64%	
<b>ADMINISTRATION, ATTENDANCE &amp; HEALTH CATEGORY</b>	2022	40,967,418	<-----	23,985,473	58.55%	A
	2021	39,954,023	37,155,488	23,061,901	57.72%	
	2020	26,273,771	24,530,187	15,916,273	60.58%	
<b>PUPIL TRANSPORTATION CATEGORY</b>	2022	57,424,512	<-----	42,367,437	73.78%	A
	2021	53,105,367	51,195,223	26,863,622	50.59%	
	2020	42,405,656	41,232,908	26,254,979	61.91%	
<b>OPERATIONS AND MAINTENANCE CATEGORY</b>	2022	111,840,323	<-----	69,291,022	61.96%	A
	2021	99,258,335	98,132,773	60,609,434	61.06%	
	2020	99,738,735	93,760,634	61,644,434	61.81%	
<b>TECHNOLOGY CATEGORY</b>	2022	40,407,294	<-----	30,002,493	74.25%	A
	2021	40,931,369	40,273,374	29,228,471	71.41%	
	2020	45,933,211	42,639,283	32,469,337	70.69%	
<b>SCHOOL OPERATING FUND TOTAL (EXCLUDING DEBT SERVICE)</b>	2022	865,817,451	<-----	546,476,576	63.12%	A
	2021	819,967,205	807,010,954	504,506,579	61.53%	
	2020	811,548,423	779,330,824	498,430,212	61.42%	
<b>DEBT SERVICE CATEGORY</b>	2022	49,442,812	<-----	31,251,177	63.21%	A
	2021	47,630,328	45,227,006	33,799,173	70.96%	
	2020	43,313,882	42,933,085	31,919,852	73.69%	

\* F=FAVORABLE, U=UNFAVORABLE, A=ACCEPTABLE



VIRGINIA BEACH CITY PUBLIC SCHOOLS  
STATEMENT OF EXPENDITURES AND ENCUMBRANCES  
SCHOOL OPERATING FUND  
JULY 1, 2021 THROUGH FEBRUARY, 28 2022

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	FY 2022 APPROPRIATIONS	MONTH'S EXPENDITURES	YR-TO-DATE EXPENDITURES	OUTSTANDING ENCUMBRANCES	REMAINING BALANCE	PERCENT OBLIGATED
ELEMENTARY CLASSROOM	167,289,973	15,906,338	102,164,106	84,142	65,041,725	61.1%
MIDDLE CLASSROOM	68,297,702	6,120,859	40,323,683	62,062	27,911,957	59.1%
HIGH CLASSROOM	85,291,667	8,087,792	51,000,224	67,750	34,223,693	59.9%
SPECIAL ED CLASSROOM	102,159,242	7,429,449	63,138,090	257,080	38,764,072	62.1%
TECH AND CAREER ED CLASSROOM	20,011,008	1,699,874	10,704,805	46,503	9,259,700	53.7%
GIFTED CLASSROOM	15,612,024	1,440,244	9,509,264	4,149	6,098,611	60.9%
ALTERNATIVE EDUCATION CLASSROOM	6,411,718	509,155	3,149,295	551	3,261,872	49.1%
REMEDIAL ED CLASSROOM	8,734,684	910,097	5,843,753		2,890,931	66.9%
SUMMER SCHOOL CC	1,602,285		1,510,870		91,415	94.3%
SUMMER SLIDE	274,364		12,408	379	261,577	4.7%
ADULT ED	2,134,618	201,023	1,194,406		940,212	56.0%
GUIDANCE	21,121,235	1,891,383	13,024,465	4,000	8,092,770	61.7%
SOCIAL WORKERS SCHOOL	4,316,266	431,421	2,648,721		1,667,545	61.4%
HOMEBOUND	413,194	12,476	78,398		334,796	19.0%
TEACHING AND LEARNING	18,834,101	842,783	13,557,354	111,063	5,165,684	72.6%
INSTRUCTIONAL PROF GROWTH AND INNOVATION	1,393,921	201,948	783,534	104,259	506,128	63.7%
OFFICE OF DIVERSITY EQUITY AND INCLUSION	519,024	32,497	290,041		228,983	55.9%
STUDENT LEADERSHIP	1,617,278	302,804	1,296,177		321,101	80.1%
SCHOOL LEADERSHIP	2,184,025	148,275	1,354,107	73,724	756,194	65.4%
STUDENT ACTIVITIES	8,828,851	318,944	7,393,409	16,325	1,419,117	83.9%
SPECIAL ED SUPPORT	3,826,286	381,309	2,873,196	135	952,955	75.1%
TECH AND CAREER ED SUPPORT	1,036,823	79,780	661,678	574	374,571	63.9%
GIFTED ED SUPPORT	2,610,637	216,671	1,524,337	906	1,085,394	58.4%
ALTERNATIVE ED SUPPORT	2,749,283	224,600	1,583,468	26,845	1,138,970	58.6%
LIBRARY MEDIA SUPPORT	14,289,878	1,302,288	8,470,706	147,700	5,671,472	60.3%
OFFICE OF PRINCIPAL-ELEMENTARY	27,936,164	2,367,205	18,748,433	3,632	9,184,099	67.1%
OFFICE OF PRINCIPAL-MIDDLE	11,929,076	989,973	8,133,075	1,151	3,794,850	68.2%
OFFICE OF PRINCIPAL-HIGH	13,023,396	1,053,156	8,364,226	28,661	4,630,509	64.4%
OFFICE OF PRINCIPAL-TECH AND CAREER ED	729,181	58,270	452,331		276,850	62.0%
<b>TOTAL INSTRUCTION</b>	<b>615,177,904</b>	<b>53,160,614</b>	<b>379,788,560</b>	<b>1,041,591</b>	<b>234,347,753</b>	<b>61.9%</b>
<b>ADMIN., ATTENDANCE, AND HEALTH CATEGORY:</b>						
BOARD,LEGAL AND GOVT SERVICES	1,297,287	36,397	546,314	31,642	719,331	44.6%
OFFICE OF SUPERINTENDENT	1,198,108	86,965	722,922	250	474,936	60.4%
MEDIA AND COMMUNICATIONS	2,402,809	160,474	1,222,858		1,179,951	50.9%
HUMAN RESOURCES SCHOOL	6,370,180	444,750	3,590,359	10,950	2,768,871	56.5%
PROFESSIONAL GROWTH AND INNOVATION	945,031	58,734	519,667		425,364	55.0%
CONSOLIDATED BENEFITS	2,687,987	248,469	1,726,673	215	961,099	64.2%
PLANNING INNOVATION AND ACCOUNTABILITY	2,405,724	141,665	1,251,231	7,999	1,146,494	52.3%
BUDGET AND FINANCE	5,489,300	374,886	3,607,438	5,917	1,875,945	65.8%
INTERNAL AUDIT	511,018	40,847	335,009		176,009	65.6%
PURCHASING SERVICES	1,231,388	94,234	764,329		467,059	62.1%
HEALTH SERVICES	8,699,621	808,802	5,133,786	21,474	3,544,361	59.3%
PSYCHOLOGICAL SERVICES	7,198,546	573,537	4,132,757		3,065,789	57.4%
AUDIOLOGICAL SERVICES	530,419	40,663	349,930	3,753	176,736	66.7%
<b>TOTAL ADMIN., ATTENDANCE, AND HEALTH</b>	<b>40,967,418</b>	<b>3,110,423</b>	<b>23,903,273</b>	<b>82,200</b>	<b>16,981,945</b>	<b>58.5%</b>

VIRGINIA BEACH CITY PUBLIC SCHOOLS  
STATEMENT OF EXPENDITURES AND ENCUMBRANCES  
SCHOOL OPERATING FUND  
JULY 1, 2021 THROUGH FEBRUARY, 28 2022

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	FY 2022 APPROPRIATIONS	MONTH'S EXPENDITURES	YR-TO-DATE EXPENDITURES	OUTSTANDING ENCUMBRANCES	REMAINING BALANCE	PERCENT OBLIGATED
<b>PUPIL TRANSPORTATION CATEGORY:</b>						
TRANSPORTATION MANAGEMENT	2,674,127	218,549	1,825,929		848,198	68.3%
VEHICLE OPERATIONS	35,903,915	1,653,570	24,512,161	3,580,651	7,811,103	78.2%
VEHICLE OPERATIONS-SPECIAL ED	11,098,801	558,677	7,437,932	753,123	2,907,746	73.8%
MONITORING SERVICES-SPECIAL ED	3,710,682	284,650	1,928,792		1,781,890	52.0%
VEHICLE MAINTENANCE	4,036,987	289,604	2,328,849		1,708,138	57.7%
<b>TOTAL PUPIL TRANSPORTATION</b>	<b>57,424,512</b>	<b>3,005,050</b>	<b>38,033,663</b>	<b>4,333,774</b>	<b>15,057,075</b>	<b>73.8%</b>
<b>OPERATIONS AND MAINTENANCE CATEGORY:</b>						
SCHOOL DIVISION SERVICES	334,268	26,573	213,246		121,022	63.8%
FACILITIES AND MAINTENANCE SERVICES	57,924,706	3,704,128	31,250,836	2,675,031	23,998,839	58.6%
CUSTODIAL SERVICES SCHOOL	31,560,982	2,336,002	18,747,864	397,202	12,415,916	60.7%
GROUNDS SERVICES	4,618,699		3,464,024		1,154,675	75.0%
VEHICLE SERVICES	5,547,351	298,217	1,742,960	3,172,616	631,775	88.6%
SAFE SCHOOLS	8,622,086	820,961	5,301,521		3,320,565	61.5%
DISTRIBUTION SERVICES	2,335,732	196,834	1,329,417		1,006,315	56.9%
TELECOMMUNICATIONS CC	896,499	36,445	917,537	78,768	(99,806)	111.1%
<b>TOTAL OPERATIONS AND MAINTENANCE</b>	<b>111,840,323</b>	<b>7,419,160</b>	<b>62,967,405</b>	<b>6,323,617</b>	<b>42,549,301</b>	<b>62.0%</b>
<b>TECHNOLOGY CATEGORY:</b>						
ELEMENTARY CLASSROOM	380,357	8,184	140,241	2,166	237,950	37.4%
MIDDLE CLASSROOM	162,749	10,917	169,951	2,230	(9,432)	105.8%
HIGH CLASSROOM	233,913	(4,899)	109,639	75,750	48,524	79.3%
SPECIAL ED CLASSROOM	213,376	5,590	250,886	41,457	(78,967)	137.0%
TECH AND CAREER ED CLASSROOM	375,629	1,329	174,606	164,497	36,526	90.3%
GIFTED CLASSROOM	102,734	4,092	60,351	2,039	40,344	60.7%
ALTERNATIVE EDUCATION CLASSROOM	1,591		1,591			100.0%
REMEDIAL ED CLASSROOM	19,286		8,476	170	10,640	44.8%
SUMMER SCHOOL CC	10,742				10,742	
ADULT ED	59,687	25,972	29,011		30,676	48.6%
GUIDANCE	36,305	24,126	97,649	935	(62,279)	271.5%
SOCIAL WORKERS SCHOOL	10,219	447	3,093		7,126	30.3%
HOMEBOUND	40,143	265	16,288	9,015	14,840	63.0%
TEACHING AND LEARNING	356,475	3,933	585,739	3,910	(233,174)	165.4%
INSTRUCTIONAL PROF GROWTH AND INNOVATION	32,366				32,366	
OFFICE OF DIVERSITY EQUITY AND INCLUSION	5,852	139	2,569		3,283	43.9%
STUDENT LEADERSHIP	4,002	168	1,026	1,591	1,385	65.4%
SCHOOL LEADERSHIP	34,894	347	42,917	340	(8,363)	124.0%
STUDENT ACTIVITIES	1,086	3,495	4,579	4,260	(7,753)	813.9%
SPECIAL ED SUPPORT	9,946	305	2,807	323	6,816	31.5%
TECH AND CAREER ED SUPPORT	4,519	478	2,536	1,549	434	90.4%
GIFTED ED SUPPORT	36,225	14,352	98,219	3,046	(65,040)	279.5%
ALTERNATIVE ED SUPPORT	175,401		47,686	36,870	90,845	48.2%
LIBRARY MEDIA SUPPORT	551,684	1,594	539,537	9,558	2,589	99.5%
OFFICE OF PRINCIPAL-ELEMENTARY	20,809	2,586	22,985	7,068	(9,244)	144.4%
OFFICE OF PRINCIPAL-MIDDLE	37,042	3,394	37,279	9,193	(9,430)	125.5%
OFFICE OF PRINCIPAL-HIGH	9,282	1,828	14,225	12,662	(17,605)	289.7%
OFFICE OF PRINCIPAL-TECH AND CAREER ED	501	9,399	9,399		(8,898)	1876.0%

VIRGINIA BEACH CITY PUBLIC SCHOOLS  
STATEMENT OF EXPENDITURES AND ENCUMBRANCES  
SCHOOL OPERATING FUND  
JULY 1, 2021 THROUGH FEBRUARY, 28 2022

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	FY 2022 APPROPRIATIONS	MONTH'S EXPENDITURES	YR-TO-DATE EXPENDITURES	OUTSTANDING ENCUMBRANCES	REMAINING BALANCE	PERCENT OBLIGATED
<b>TECHNOLOGY CATEGORY:</b>						
INSTRUCTIONAL TECHNOLOGY SUPPORT	15,271,965	1,044,263	9,151,148	207,259	5,913,558	61.3%
BOARD,LEGAL AND GOVT SERVICES	2,233	182	758		1,475	33.9%
OFFICE OF SUPERINTENDENT	7,658	123	1,803	606	5,249	31.5%
MEDIA AND COMMUNICATIONS	268,343	5,036	333,910	372	(65,939)	124.6%
HUMAN RESOURCES SCHOOL	295,269	158	274,389	680	20,200	93.2%
PROFESSIONAL GROWTH AND INNOVATION	142,551	1,372	129,731		12,820	91.0%
CONSOLIDATED BENEFITS	49,815	418	25,110	7,027	17,678	64.5%
PLANNING INNOVATION AND ACCOUNTABILITY	666,474	14	407,119	49,876	209,479	68.6%
BUDGET AND FINANCE	332,105	44,676	187,858	420	143,827	56.7%
INTERNAL AUDIT	10,507	3	4,039	2,702	3,766	64.2%
PURCHASING SERVICES	176,901	5	34,980	49,106	92,815	47.5%
OFFICE OF TECHNOLOGY	972,254	89,592	720,747	22,721	228,786	76.5%
HEALTH SERVICES	5,852		53,446		(47,594)	913.3%
PSYCHOLOGICAL SERVICES	32,915	4,707	14,736	21,258	(3,079)	109.4%
TRANSPORTATION MANAGEMENT	55,940	66	47,501	6,290	2,149	96.2%
VEHICLE OPERATIONS	596,904	20,358	521,823	81,427	(6,346)	101.1%
VEHICLE OPERATIONS-SPECIAL ED	108,552	6,428	85,053	25,714	(2,215)	102.0%
VEHICLE MAINTENANCE	38,337	648	27,546		10,791	71.9%
SCHOOL DIVISION SERVICES	3,920	4	146		3,774	3.7%
FACILITIES AND MAINTENANCE SERVICES	1,223,218	39,220	811,528	241,152	170,538	86.1%
CUSTODIAL SERVICES SCHOOL	8,991	58	6,626		2,365	73.7%
VEHICLE SERVICES	94,765	5,555	72,515	22,222	28	100.0%
SAFE SCHOOLS	137,785	522	134,213	4,505	(933)	100.7%
DISTRIBUTION SERVICES	66,022	78	61,034		4,988	92.4%
TELECOMMUNICATIONS CC	10,212				10,212	
TECHNOLOGY MAINTENANCE	16,900,991	875,929	12,001,629	1,287,854	3,611,508	78.6%
<b>TOTAL TECHNOLOGY</b>	<b>40,407,294</b>	<b>2,257,456</b>	<b>27,582,673</b>	<b>2,419,820</b>	<b>10,404,801</b>	<b>74.3%</b>
<b>TOTAL SCHOOL OPERATING FUND (EXCLUDING DEBT SERVICE)</b>	<b>865,817,451</b>	<b>68,952,703</b>	<b>532,275,574</b>	<b>14,201,002</b>		<b>63.1%</b>
<b>DEBT SERVICE CATEGORY:</b>	<b>49,442,812</b>	<b>4,910,780</b>	<b>31,251,177</b>		<b>18,191,635</b>	<b>63.2%</b>



## Interim Financial Statements

**School Operating Fund Summary**

For the period July 1, 2021 through February 28, 2022

**Revenues :**

	Budget	% of Total	Actual	Unrealized	Percent Realized
Source:					
Commonwealth of Virginia	317,437,827	36.07%	184,963,898	(132,473,929)	58.27%
State Share Sales Tax	81,922,118	9.31%	58,582,989	(23,339,129)	71.51%
Federal Government	13,500,000	1.53%	10,997,788	(2,502,212)	81.47%
City of Virginia Beach	463,967,737	52.73%	308,837,665	(155,130,072)	66.56%
Other Sources	3,132,803	0.36%	2,577,271	(555,532)	82.27%
<b>Total Revenues</b>	879,960,485	100.0%	565,959,611	(314,000,874)	64.32%
Prior Year Local Contribution*	35,299,778				
	<u>915,260,263</u>				

**Expenditures/Encumbrances:**

	Budget	% of Total	Actual	Unencumbered	Percent Obligated
Category:					
Instruction	615,177,904	67.21%	380,830,151	234,347,753	61.91%
Administration, Attendance and Health	40,967,418	4.48%	23,985,473	16,981,945	58.55%
Pupil Transportation	57,424,512	6.27%	42,367,437	15,057,075	73.78%
Operations and Maintenance	111,840,323	12.22%	69,291,022	42,549,301	61.96%
Technology	40,407,294	4.42%	30,002,493	10,404,801	74.25%
Debt Service	49,442,812	5.40%	31,251,177	18,191,635	63.21%
<b>Total Expenditures/Encumbrances</b>	<u>915,260,263</u>	100.0%	<u>577,727,753</u>	<u>337,532,510</u>	63.12%

\*Fiscal year 2020-2021 encumbrances brought  
forward into the current year

VIRGINIA BEACH CITY PUBLIC SCHOOLS  
SCHOOL OPERATING FUND  
BALANCE SHEET  
JULY 1, 2021 THROUGH FEBRUARY 28, 2022

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ASSETS:

CASH	1,041,252
DUE FROM GENERAL FUND	74,675,832
DUE FROM THE COMMONWEALTH	1,762,906
PREPAID ITEM	8,253

TOTAL ASSETS

77,488,243

LIABILITIES:

CHECKS PAYABLE	196,297
WIRES PAYABLE	4,910,781
ACH PAYABLE	64,253
ACCOUNTS PAYABLE	12,791
ACCOUNTS PAYABLE-SCHOOLS	12,880
SALARIES PAYABLE-OPTIONS	31,749,185
FICA PAYABLE-OPTIONS	2,413,402
TOTAL LIABILITIES	<u>39,359,589</u>

FUND EQUITY:

FUND BALANCE	396,016
ESTIMATED REVENUE	(879,960,485)
APPROPRIATIONS	915,260,263
ENCUMBRANCES	14,201,002
RESERVE FOR ENCUMBRANCES	(14,201,002)
EXPENDITURES	(563,526,751)
REVENUES	<u>565,959,611</u>
TOTAL FUND EQUITY	<u>38,128,654</u>

TOTAL LIABILITIES AND FUND EQUITY

77,488,243

VIRGINIA BEACH CITY PUBLIC SCHOOLS  
STATEMENT OF REVENUES  
SCHOOL OPERATING FUND  
JULY 1, 2021 THROUGH FEBRUARY 28, 2022

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	<u>FY 2022 ESTIMATED</u>	<u>MONTH'S REALIZED</u>	<u>YR-TO-DATE REALIZED</u>	<u>UNREALIZED REVENUES</u>	<u>PERCENT REALIZED</u>
COMMONWEALTH VRS RETIREMENT	25,465,702	2,072,122	16,706,195	(8,759,507)	65.6%
SOCIAL SECURITY	10,935,722	889,831	7,174,132	(3,761,590)	65.6%
GROUP LIFE	764,736	62,226	501,687	(263,049)	65.6%
BASIC SCHOOL AID	190,383,716	14,233,235	122,636,746	(67,746,970)	64.4%
REMEDIAL SUMMER SCHOOL	1,935	26,319	39,479	37,544	2040.3%
VOCATIONAL EDUCATION	1,605,945	130,675	1,053,544	(552,401)	65.6%
GIFTED EDUCATION	1,988,313	161,788	1,304,388	(683,925)	65.6%
SPECIAL EDUCATION	20,036,078	1,630,319	13,144,214	(6,891,864)	65.6%
PREVENTION, INTERVENTION AND REMEDIATION	4,588,415	373,355	3,010,125	(1,578,290)	65.6%
COMPENSATION SUPPLEMENT	12,039,181	979,771	7,898,830	(4,140,351)	65.6%
SPECIAL EDUCATION HOMEBOUND	77,743			(77,743)	
SUPPLEMENTAL LOTTERY PER PUPIL ALLOCATION	15,239,091	2,779,455	4,169,183	(11,069,908)	27.4%
FOSTER CARE	470,374			(470,374)	
SPECIAL ED-REGIONAL TUITION	9,690,078			(9,690,078)	
CAREER AND TECH ED-OCCUPATIONAL	318,903			(318,903)	
ENGLISH AS A SECOND LANGUAGE	1,603,531	133,782	1,069,252	(534,279)	66.7%
AT-RISK	7,455,186	606,607	4,890,865	(2,564,321)	65.6%
K-3 PRIMARY CLASS SIZE REDUCTION	5,079,167	906,747	1,360,121	(3,719,046)	26.8%
OTHER STATE FUNDS	9,694,011		5,137	(9,688,874)	0.1%
TOTAL FROM COMMONWEALTH OF VIRGINIA	<u>317,437,827</u>	<u>24,986,232</u>	<u>184,963,898</u>	<u>(132,473,929)</u>	58.3%
STATE SHARE SALES TAX	81,922,118	10,539,072	58,582,989	(23,339,129)	71.5%
TOTAL FROM STATE SHARE SALES TAX	<u>81,922,118</u>	<u>10,539,072</u>	<u>58,582,989</u>	<u>(23,339,129)</u>	71.5%
IMPACT AID PUBLIC LAW 874	9,935,191		4,398,206	(5,536,985)	44.3%
IMPACT AID SPECIAL ED			459,818	459,818	
IMPACT AID DEPT OF DEFENSE	1,500,000		2,876,974	1,376,974	191.8%
DEPT. OF THE NAVY NJROTC	100,000		137,185	37,185	137.2%
DEPT OF DEFENSE SPECIAL ED			2,580,106	2,580,106	
MEDICAID REIMB-MEDICAL	1,964,809		540,606	(1,424,203)	27.5%
MEDICAID REIMB-TRANSPORTATION			4,780	4,780	
OTHER FEDERAL REVENUE		113	113	113	
TOTAL FROM FEDERAL GOVERNMENT	<u>13,500,000</u>	<u>113</u>	<u>10,997,788</u>	<u>(2,502,212)</u>	81.5%

VIRGINIA BEACH CITY PUBLIC SCHOOLS  
STATEMENT OF REVENUES  
SCHOOL OPERATING FUND  
JULY 1, 2021 THROUGH FEBRUARY 28, 2022

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	FY 2022 ESTIMATED	MONTH'S REALIZED	YR-TO-DATE REALIZED	UNREALIZED REVENUES	PERCENT REALIZED
CITY OF VIRGINIA BEACH-LOCAL CONTRIBUTION	461,897,835	40,695,230	307,212,551	(154,685,284)	66.5%
TRANSFER FROM SCHOOL RESERVE FUND	1,334,364	111,197	889,576	(444,788)	66.7%
CITY OF VIRGINIA BEACH-CONSOLIDATED BEN	735,538		735,538		100.0%
TOTAL TRANSFERS	463,967,737	40,806,427	308,837,665	(155,130,072)	66.6%
RENT OF FACILITIES SCHOOLS	450,000	7,016	123,745	(326,255)	27.5%
TUITION CHARGES	20,811			(20,811)	
TUITION REGULAR DAY	100,000	19,047	132,930	32,930	132.9%
TUITION GEN ADULT ED	142,839			(142,839)	
TUITION VOCATIONAL ADULT ED	169,750			(169,750)	
TUITION LPN PROGRAM	25,575		1,000	(24,575)	3.9%
TUITION SUMMER SCHOOL	700,000		220,465	(479,535)	31.5%
TUITION DRIVERS ED	322,125	17,460	96,210	(225,915)	29.9%
PLANETARIUM FEES			(20)	(20)	
VENDING OPERATING RECEIPTS			3,671	3,671	
STOP ARM ENFORCEMENT	350,000	163,223	601,531	251,531	171.9%
SALE OF SALVAGE MATERIALS	12,000	12,803	73,052	61,052	608.8%
SALE OF CAPITAL ASSETS AND VEHICLES	15,000	21,916	26,916	11,916	179.4%
SALE OF SCHOOL BUSES		24,843	103,604	103,604	
REIMB SYSTEM REPAIRS		1,370	7,630	7,630	
LOST AND STOLEN-TECHNOLOGY			12,725	12,725	
DAMAGED-TECHNOLOGY		17,663	89,684	89,684	
LOST AND DAMAGED-CALCULATORS			16,554	16,554	
LOST AND DAMAGED-HEARTRATE MONITORS			653	653	
MISCELLANEOUS REVENUE	224,703	6	99,771	(124,932)	44.4%
INDIRECT COST-GRANTS	600,000	218,799	904,591	304,591	150.8%
PREMIUMS ON BONDS ISSUED			62,559	62,559	
TOTAL FROM OTHER SOURCES	3,132,803	504,146	2,577,271	(555,532)	82.3%
TOTAL SCHOOL OPERATING FUND	879,960,485	76,835,990	565,959,611	(314,000,874)	64.3%

VIRGINIA BEACH CITY PUBLIC SCHOOLS  
SCHOOL ATHLETICS FUND  
JULY 1, 2021 THROUGH FEBRUARY 28, 2022

B 5

ASSETS:		LIABILITIES:	1,717
CASH	2,210,531	TOTAL LIABILITIES	<u>1,717</u>
			\
		FUND EQUITY:	
		FUND BALANCE	
		ESTIMATED REVENUE	(5,478,274)
		APPROPRIATIONS	5,907,643
		ENCUMBRANCES	64,402
		RESERVE FOR ENCUMBRANCES	(64,402)
		EXPENDITURES	(3,550,008)
		REVENUES	<u>5,329,453</u>
		TOTAL FUND EQUITY	<u>2,208,814</u>
TOTAL ASSETS	<u>2,210,531</u>	TOTAL LIABILITIES AND FUND EQUITY	<u>2,210,531</u>

	FY 2022 ESTIMATED	MONTH'S REALIZED	YR-TO-DATE REALIZED	UNREALIZED REVENUES	PERCENT REALIZED	FY 2021 PERCENT REALIZED
REVENUES:						
INTEREST ON BANK DEPOSITS	5,000	60	15,622	10,622	312.4%	485.3%
BASKETBALL	120,000	36,327	40,773	(79,227)	34.0%	
FOOTBALL	250,000	(23,598)	229,471	(20,529)	91.8%	
GYMNASTICS	4,000	2,610	2,610	(1,390)	65.3%	
SOCCER	42,000			(42,000)		
WRESTLING	13,000	9,054	9,054	(3,946)	69.6%	
MIDDLE SCHOOL	65,000	23,367	29,390	(35,610)	45.2%	
TRANSFER FROM SCHOOL OPERATING	4,974,274		4,974,274		100.0%	100.0%
OTHER INCOME	5,000	24,270	28,259	23,259	565.2%	7.2%
TOTAL REVENUES	<u>5,478,274</u>	<u>72,090</u>	<u>5,329,453</u>	<u>(148,821)</u>	97.3%	91.2%
PYFB-ENCUMBRANCES	<u>429,369</u>					
TOTAL REVENUES AND PYFB	<u>5,907,643</u>					

	FY 2022 APPROPRIATIONS	MONTH'S EXPENDITURES	YR-TO-DATE EXPENDITURES	OUTSTANDING ENCUMBRANCES	REMAINING BALANCE	PERCENT OBLIGATED	FY 2021 PERCENT OBLIGATED
EXPENDITURES:							
PERSONNEL SERVICES	2,787,930	311,912	1,897,931		889,999	68.1%	23.5%
FICA BENEFITS	213,274	23,879	145,750		67,524	68.3%	26.4%
PURCHASED SERVICES	1,282,029	25,353	498,329		783,700	38.9%	28.5%
VA HIGH SCHOOL LEAGUE DUES	51,250		23,170		28,080	45.2%	33.5%
ATHLETIC INSURANCE	190,000		168,611		21,389	88.7%	94.0%
MATERIALS AND SUPPLIES	925,653	37,126	561,228	26,116	338,309	63.5%	68.1%
CAPITAL OUTLAY	457,507	5,373	254,989	38,286	164,232	64.1%	45.8%
TOTAL	<u>5,907,643</u>	<u>403,643</u>	<u>3,550,008</u>	<u>64,402</u>	<u>2,293,233</u>	61.2%	34.3%

VIRGINIA BEACH CITY PUBLIC SCHOOLS  
SCHOOL CAFETERIAS FUND  
JULY 1, 2021 THROUGH FEBRUARY 28, 2022

B 6

ASSETS:		LIABILITIES:	
CASH	11,181,508	CHECKS PAYABLE	57
CASH WITH CAFETERIAS	5,823	SALARIES PAYABLE-OPTIONS	644,824
FOOD INVENTORY	393,805	FICA PAYABLE-OPTIONS	49,320
FOOD-USDA INVENTORY	247,550	UNEARNED REVENUE	714,345
SUPPLIES INVENTORY	162,339	TOTAL LIABILITIES	<u>1,408,546</u>
		FUND EQUITY:	
		FUND BALANCE	6,435,319
		ESTIMATED REVENUE	(33,047,765)
		APPROPRIATIONS	36,315,927
		ENCUMBRANCES	132,789
		RESERVE FOR ENCUMBRANCES	(132,789)
		EXPENDITURES	(18,616,338)
		REVENUES	19,495,336
		TOTAL FUND EQUITY	<u>10,582,479</u>
TOTAL ASSETS	<u>11,991,025</u>	TOTAL LIABILITIES AND FUND EQUITY	<u>11,991,025</u>

	FY 2022 ESTIMATED	MONTH'S REALIZED	YR-TO-DATE REALIZED	UNREALIZED REVENUES	PERCENT REALIZED	FY 2021 PERCENT REALIZED
REVENUES:						
INTEREST ON BANK DEPOSITS	75,000	277	34,446	(40,554)	45.9%	24.4%
SERVICE CHARGES	11,518,879	47,251	260,650	(11,258,229)	2.3%	0.6%
USDA REBATES FROM VENDORS	500,000	41,542	390,924	(109,076)	78.2%	26.7%
MISCELLANEOUS REVENUE			3,100	3,100		
TOTAL LOCAL REVENUE	<u>12,093,879</u>	<u>89,070</u>	<u>689,120</u>	<u>(11,404,759)</u>	5.7%	2.9%
SCHOOL BREAKFAST INITIATIVE	50,000			(50,000)		48.9%
SCHOOL LUNCH	280,000			(280,000)		
SCHOOL BREAKFAST	<u>220,000</u>	<u>54,761</u>	<u>82,141</u>	<u>(137,859)</u>	37.3%	
TOTAL REVENUE FROM COMMONWEALTH	<u>550,000</u>	<u>54,761</u>	<u>82,141</u>	<u>(467,859)</u>	14.9%	46.8%
SCHOOL BREAKFAST PROGRAM	5,204,024	742,703	3,758,734	(1,445,290)	72.2%	
NATIONAL SCHOOL LUNCH PROGRAM	12,899,862	2,718,288	14,037,808	1,137,946	108.8%	
USDA COMMODITIES	1,800,000			(1,800,000)		
CHILD & ADULT CARE FOOD PROGRAM	350,000	19,471	164,803	(185,197)	47.1%	387.9%
USDA SUMMER FEEDING PROGRAM	150,000		756,916	606,916	504.6%	6058.7%
OTHER FEDERAL REVENUE			5,814	5,814		
TOTAL REVENUE FROM FEDERAL GOV'T	<u>20,403,886</u>	<u>3,480,462</u>	<u>18,724,075</u>	<u>(1,679,811)</u>	91.8%	52.4%
TOTAL REVENUES	<u>33,047,765</u>	<u>3,624,293</u>	<u>19,495,336</u>	<u>(13,552,429)</u>	59.0%	34.0%
PRIOR YEAR FUND BALANCE (PYFB)	3,189,607					
PYFB-ENCUMBRANCES	<u>78,555</u>					
TOTAL REVENUES AND PYFB	<u>36,315,927</u>					

	FY 2022 APPROPRIATIONS	MONTH'S EXPENDITURES	YR-TO-DATE EXPENDITURES	OUTSTANDING ENCUMBRANCES	REMAINING BALANCE	PERCENT OBLIGATED	FY 2021 PERCENT OBLIGATED
EXPENDITURES:							
PERSONNEL SERVICES	13,196,702	1,019,269	7,049,137		6,147,565	53.4%	51.7%
FRINGE BENEFITS	5,334,089	398,840	2,515,765		2,818,324	47.2%	49.3%
PURCHASED SERVICES	567,324	19,173	258,547	2,483	306,294	46.0%	59.8%
OTHER CHARGES	49,801	1,979	4,453		45,348	8.9%	10.1%
MATERIALS AND SUPPLIES	16,283,840	2,112,666	8,515,759	30,727	7,737,354	52.5%	31.4%
CAPITAL OUTLAY	<u>884,171</u>	<u>31,016</u>	<u>272,677</u>	<u>99,579</u>	<u>511,915</u>	42.1%	27.5%
TOTAL	<u>36,315,927</u>	<u>3,582,943</u>	<u>18,616,338</u>	<u>132,789</u>	<u>17,566,800</u>	51.6%	40.8%

VIRGINIA BEACH CITY PUBLIC SCHOOLS  
SCHOOL TEXTBOOKS FUND  
JULY 1, 2021 THROUGH FEBRUARY 28, 2022

B 7

ASSETS:		LIABILITIES:	
CASH	6,007,236	CHECKS PAYABLE	73,404
		TOTAL LIABILITIES	73,404
		FUND EQUITY:	
		FUND BALANCE	6,206,212
		ESTIMATED REVENUE	(4,165,791)
		APPROPRIATIONS	6,251,172
		ENCUMBRANCES	173,268
		RESERVE FOR ENCUMBRANCES	(173,268)
		EXPENDITURES	(5,102,779)
		REVENUES	2,745,018
		TOTAL FUND EQUITY	5,933,832
TOTAL ASSETS	6,007,236	TOTAL LIABILITIES AND FUND EQUITY	6,007,236

	FY 2022 ESTIMATED	MONTH'S REALIZED	YR-TO-DATE REALIZED	UNREALIZED REVENUES	PERCENT REALIZED	FY 2021 PERCENT REALIZED
REVENUES:						
INTEREST ON BANK DEPOSITS	29,483	146	20,873	(8,610)	70.8%	115.7%
SALE OF SALVAGE MATERIALS			484	484		
LOST AND DAMAGED	27,000	18	27,596	596	102.2%	4.7%
MISCELLANEOUS			247	247		
TOTAL LOCAL REVENUE	56,483	164	49,200	(7,283)	87.1%	62.7%
DEPT OF EDUCATION	4,109,308	334,370	2,695,818	(1,413,490)	65.6%	66.6%
TOTAL REVENUE-COMMONWEALTH	4,109,308	334,370	2,695,818	(1,413,490)	65.6%	66.6%
TOTAL REVENUES	4,165,791	334,534	2,745,018	(1,420,773)	65.9%	66.5%
PRIOR YEAR FUND BALANCE (PYFB)	2,071,611					
PYFB-ENCUMBRANCES	13,770					
TOTAL REVENUES AND PYFB	6,251,172					

	FY 2022 APPROPRIATIONS	MONTH'S EXPENDITURES	YR-TO-DATE EXPENDITURES	OUTSTANDING ENCUMBRANCES	REMAINING BALANCE	PERCENT OBLIGATED	FY 2021 PERCENT OBLIGATED
EXPENDITURES:							
PERSONNEL SERVICES	99,170	7,460	65,166		34,004	65.7%	58.3%
FRINGE BENEFITS	37,597	3,096	22,437		15,160	59.7%	59.6%
MATERIALS AND SUPPLIES	6,114,405	82,543	5,015,176	173,268	925,961	84.9%	74.2%
TOTAL	6,251,172	93,099	5,102,779	173,268	975,125	84.4%	78.1%



VIRGINIA BEACH CITY PUBLIC SCHOOLS  
SCHOOL RISK MANAGEMENT FUND  
JULY 1, 2021 THROUGH FEBRUARY 28, 2022

B 8

ASSETS:		LIABILITIES:	
CASH	18,045,166	ACCOUNTS PAYABLE	13,209
PREPAID ITEM	263,013	EST CLAIMS/JUDGMENTS PAYABLE	10,057,092
		TOTAL LIABILITIES	<u>10,070,301</u>
		FUND EQUITY:	
		RETAINED EARNINGS	7,728,354
		ENCUMBRANCES	996,424
		RESERVE FOR ENCUMBRANCES	(996,424)
		EXPENSES	(6,597,406)
		REVENUES	7,106,930
		TOTAL FUND EQUITY	<u>8,237,878</u>
TOTAL ASSETS	<u>18,308,179</u>	TOTAL LIABILITIES AND FUND EQUITY	<u>18,308,179</u>

REVENUES:	MONTH'S REALIZED	YR-TO-DATE REALIZED
INTEREST ON BANK DEPOSITS	461	76,794
RISK MANAGEMENT CHARGES		6,805,724
INSURANCE PROCEEDS	2,238	214,637
MISCELLANEOUS REVENUE		9,775
TOTAL REVENUES	<u>2,699</u>	<u>7,106,930</u>

EXPENSES:	MONTH'S EXPENSES	YR-TO-DATE EXPENSES	OUTSTANDING ENCUMBRANCES
PERSONNEL SERVICES	32,372	260,564	
FRINGE BENEFITS	11,712	87,354	
OTHER PURCHASED SERVICES	412,421	924,741	984,359
FIRE AND PROPERTY INSURANCE		2,568,977	
MOTOR VEHICLE INSURANCE	81,063	748,355	
WORKER'S COMPENSATION	143,321	1,238,634	
SURETY BONDS		8,507	
GENERAL LIABILITY INSURANCE	179,490	745,688	
MISCELLANEOUS	225	3,900	
MATERIALS AND SUPPLIES	624	10,686	12,065
TOTAL	<u>861,228</u>	<u>6,597,406</u>	<u>996,424</u>

VIRGINIA BEACH CITY PUBLIC SCHOOLS  
SCHOOL COMMUNICATION TOWERS/TECHNOLOGY FUND  
JULY 1, 2021 THROUGH FEBRUARY 28, 2022

B 9

ASSETS:		LIABILITIES:	
CASH	4,355,209	DEPOSITS PAYABLE	75,000
		TOTAL LIABILITIES	75,000
		FUND EQUITY:	
		FUND BALANCE	3,432,447
		ESTIMATED REVENUE	(516,000)
		APPROPRIATIONS	800,000
		ENCUMBRANCES	
		RESERVE FOR ENCUMBRANCES	
		EXPENDITURES	
		REVENUES	563,762
		TOTAL FUND EQUITY	4,280,209
TOTAL ASSETS	4,355,209	TOTAL LIABILITIES AND FUND EQUITY	4,355,209

	FY 2022 ESTIMATED	MONTH'S REALIZED	YR-TO-DATE REALIZED	UNREALIZED REVENUES	PERCENT REALIZED	FY 2021 PERCENT REALIZED
REVENUES:						
INTEREST ON BANK DEPOSITS	16,000	108	15,539	(461)	97.1%	117.4%
RENT-WIRELESS COMMUNICATION	500,000			(500,000)		
TOWER RENT-BAYSIDE HIGH			27,500	27,500		
TOWER RENT-COX HIGH		3,612	154,624	154,624		
TOWER RENT-FIRST COLONIAL HIGH			34,072	34,072		
TOWER RENT-LANDSTOWN HIGH		37,734	79,593	79,593		
TOWER RENT-OCEAN LAKES HIGH			42,517	42,517		
TOWER RENT-SALEM HIGH			59,291	59,291		
TOWER RENT-TALLWOOD HIGH			50,067	50,067		
TOWER RENT-TECH CENTER		5,593	87,933	87,933		
TOWER RENT-WOODSTOCK ELEM		1,832	12,626	12,626		
TOTAL REVENUES	516,000	48,879	563,762	47,762	109.3%	91.0%
PRIOR YEAR FUND BALANCE (PYFB)	284,000					
TOTAL REVENUES AND PYFB	800,000					

	FY 2022 APPROPRIATIONS	MONTH'S EXPENDITURES	YR-TO-DATE EXPENDITURES	OUTSTANDING ENCUMBRANCES	REMAINING BALANCE	PERCENT OBLIGATED	FY 2021 PERCENT OBLIGATED
EXPENDITURES:							
MATERIALS AND SUPPLIES	800,000				800,000		
TOTAL	800,000				800,000		

VIRGINIA BEACH CITY PUBLIC SCHOOLS  
STATEMENT OF REVENUES  
SCHOOL GRANTS FUND  
JULY 1, 2021 THROUGH FEBRUARY 28, 2022

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**Revenues :**

	FY 2022 Estimated	Month's Realized	Yr-To-Date Realized	Unrealized Revenues	Percent Realized
Source:					
Commonwealth of Virginia	21,511,815	1,294,528	6,961,131	(14,550,684)	32.36%
Federal Government	174,691,606	5,244,861	15,339,777	(159,351,829)	8.78%
Other Sources	620,813	20,271	273,161	(347,652)	44.00%
Transfers from School Operating Fund	7,374,632		7,372,997	(1,635)	99.98%
<b>Total Revenues</b>	<b>204,198,866</b>	<b>6,559,660</b>	<b>29,947,066</b>	<b>(174,251,800)</b>	<b>14.67%</b>

VIRGINIA BEACH CITY PUBLIC SCHOOLS  
STATEMENT OF EXPENDITURES AND ENCUMBRANCES  
SCHOOL GRANTS FUND  
JULY 1, 2021 THROUGH FEBRUARY 28, 2022

B 11

	<u>FY 2022</u> <u>APPROPRIATIONS</u>	<u>MONTH'S</u> <u>EXPENDITURES</u>	<u>YR-TO-DATE</u> <u>EXPENDITURES</u>	<u>OUTSTANDING</u> <u>ENCUMBRANCES</u>	<u>REMAINING</u> <u>BALANCE</u>	<u>PERCENT</u> <u>OBLIGATED</u>
2 REVOLUTIONS	88,967		70,434		18,533	79.2%
AASA CZI SEL IMPACT PROJECT	4,000	1,658	2,675		1,325	66.9%
ADULT BASIC EDUCATION	363,596	17,721	222,581		141,015	61.2%
ADVANCING COMPUTER SCIENCE EDUCATION	141,543				141,543	
ALGEBRA READINESS	2,510,187	76,009	344,027	347,107	1,819,053	27.5%
ARP HOMELESS I	50,000				50,000	
ARPA ESSER III	82,502,194	2,532,314	5,284,238	4,405,398	72,812,558	11.7%
ASIA SOCIETY CONFUCIUS CLASSROOMS NETWORK	991				991	
CAREER & TECH ED STATE EQUIP ALLOC	69,452			69,452		100.0%
CAREER SWITCHER PROG MENTOR REIMB	28,200				28,200	
CARES ACT CORONA VIRUS RELIEF FUND (CRF)	24,760		24,760			100.0%
CARES ACT ESSER	6,135,381	32,771	3,477,897	657,833	1,999,651	67.4%
CARES ESSER CLEANING SUPPLIES	1,681				1,681	
CARES ESSER FACILITIES AND PPE	966				966	
CARES ESSER INS DELIVERY SUPPORT	4,731				4,731	
CARES ESSER SE UNIVERSAL SCNR	5,674		5,000		674	88.1%
CARES ESSER SPED SRVCS SUPPORT	185,254	5,554	11,483		173,771	6.2%
CARES GEER VISION	2,155,287	42,478	201,065	1,353,923	600,299	72.1%
CARL PERKINS	974,597	96,591	490,730	230,810	253,057	74.0%
CRRSA ACT ESSER II	36,709,197	5,126,493	18,098,811	260,231	18,350,155	50.0%
CTE SPECIAL STATE EQUIP ALLOC	54,374		4,014	50,360		100.0%
EARLY READING INTERVENTION	3,548,799	180,142	1,002,455		2,546,344	28.2%
GENERAL ADULT ED	30,993	2,736	15,720		15,273	50.7%
GREEN RUN COLLEGIATE CHARTER SCHOOL	7,662		7,662			100.0%
HAMPTON ROADS WORKFORCE COUNCIL-ALC	142,630	7,044	60,347		82,283	42.3%
HAMPTON ROADS WORKFORCE COUNCIL-STEM (ISY)	100,000	4,836	30,139		69,861	30.1%
HAMPTON ROADS WORKFORCE COUNCIL-STEM (OSY)	160,000	8,421	51,635		108,365	32.3%
INDUSTRY CERT EXAMINATIONS	60,847	28,014	28,014		32,833	46.0%
INDUSTRY CERT EXAMINATIONS STEM-H	22,849	(12,252)	5,202		17,647	22.8%
IPOP INTENSIVE TA	2,000		2,000			100.0%
ISAP	65,863	6,757	31,003		34,860	47.1%
JAIL EDUCATION PROGRAM	332,556	13,543	105,082	983	226,491	31.9%
JUVENILE DETENTION HOME	1,798,355	121,352	783,422	935	1,013,998	43.6%
LEARNING LOSS INSTRUCTIONAL SUPPORTS	1,843,204		1,330,694		512,510	72.2%
MCKINNEY VENTO	132,838	1,572	39,119	78	93,641	29.5%

VIRGINIA BEACH CITY PUBLIC SCHOOLS  
STATEMENT OF EXPENDITURES AND ENCUMBRANCES  
SCHOOL GRANTS FUND  
JULY 1, 2021 THROUGH FEBRUARY 28, 2022

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	<u>FY 2022</u> <u>APPROPRIATIONS</u>	<u>MONTH'S</u> <u>EXPENDITURES</u>	<u>YR-TO-DATE</u> <u>EXPENDITURES</u>	<u>OUTSTANDING</u> <u>ENCUMBRANCES</u>	<u>REMAINING</u> <u>BALANCE</u>	<u>PERCENT</u> <u>OBLIGATED</u>
MYCAA-LPN	1,000		1,000			100.0%
NATIONAL BOARD CERTIFICATION INCENTIVE	390,000		390,000			100.0%
NATIONAL MATH AND SCIENCE INITIATIVE (NMSI)	50,331				50,331	
NETWORK IMPROVEMENT COMMUNITY (NIC)	1,380				1,380	
NEW TEACHER MENTOR	34,768				34,768	
NO KID HUNGRY	62,200	37,100	37,140	25,060		100.0%
POSITIVE BEHAVIOR INTERVENTIONS & SUPPORT	53,739		24,674		29,065	45.9%
POST 9-11 GI BILL	3,330		147		3,183	4.4%
PRESCHOOL- IDEA SECTION 619	840,868	41,681	307,363	2,705	530,800	36.9%
PROJECT GRADUATION	129,831	380	6,490	742	122,599	5.6%
PROJECT HOPE - CITY WIDE SCA	2,454				2,454	
RACE TO GED	65,191	8,794	47,185		18,006	72.4%
RESERVE FOR CONTINGENCY	1,204,310				1,204,310	
SCHOOL SECURITY EQUIPMENT	102,746		2,505		100,241	2.4%
SPANISH IMMERSION	78,808	5,124	6,991		71,817	8.9%
STARTALK	161,780		54,556		107,224	33.7%
STEM COMPETITION	10,000				10,000	
STOPPING THE PUSH OUT OF BLACK GIRLS	7,750		7,741		9	99.9%
TECHNOLOGY INITIATIVE	8,408,341		16,795	3,023,986	5,367,560	36.2%
TITLE I PART A	15,565,263	1,001,393	8,341,524	414,904	6,808,835	56.3%
TITLE I PART D SUBPART 1	93,005	1,342	9,789		83,216	10.5%
TITLE I PART D SUBPART 2	641,686	13,834	99,528	3,580	538,578	16.1%
TITLE II PART A	2,195,062	139,574	884,970		1,310,092	40.3%
TITLE III PART A LANGUAGE ACQUISITION	327,317	11,015	141,787		185,530	43.3%
TITLE IV PART A	1,962,663	36,416	493,904	132,734	1,336,025	31.9%
TITLE IV PELL	50,060		7,076		42,984	14.1%
TITLE VI-B IDEA SECTION 611	20,093,488	1,446,363	8,975,739		11,117,749	44.7%
TITLE VI-B IDEA SECTION 611 ARP	3,470,796				3,470,796	
VA HUMANITIES BENEATH THE SURFACE	10,451				10,451	
VA PRESCHOOL INITIATIVE	7,190,515	582,087	3,510,375		3,680,140	48.8%
VBEF SUNSHINE SNACKS	2,000				2,000	
VISSTA	714,000	19,165	55,272		658,728	7.7%
WORKPLACE READINESS	14,105	12,940	13,730		375	97.3%
TOTAL SCHOOL GRANTS FUND	<u>204,198,866</u>	<u>11,650,962</u>	<u>55,166,490</u>	<u>10,980,821</u>	<u>138,051,555</u>	32.4%

VIRGINIA BEACH CITY PUBLIC SCHOOLS  
SCHOOL BOARD/CITY HEALTH INSURANCE FUND  
JULY 1, 2021 THROUGH FEBRUARY 28, 2022

B 13

ASSETS:		LIABILITIES:	
CASH	81,015,641	CHECKS PAYABLE	3,000
		WIRES PAYABLE	
		ACCOUNTS PAYABLE-HSA	445
		UNEARNED REVENUE	2,770,204
		EST CLAIMS-JUDGMENTS PAYABLE	8,538,000
		TOTAL LIABILITIES	<u>11,311,649</u>
		FUND EQUITY:	
		RETAINED EARNINGS	72,824,207
		ENCUMBRANCES	
		RESERVE FOR ENCUMBRANCES	
		EXPENSES	(104,435,231)
		REVENUES	<u>101,315,016</u>
		TOTAL FUND EQUITY	<u>69,703,992</u>
TOTAL ASSETS	<u>81,015,641</u>	TOTAL LIABILITIES AND FUND EQUITY	<u>81,015,641</u>

REVENUES:	MONTH'S REALIZED	YEAR-TO-DATE REALIZED
INTEREST ON BANK DEPOSITS	1,914	283,072
EMPLOYEE PREMIUMS-CITY	1,019,848	8,719,654
EMPLOYER PREMIUMS-CITY	4,010,155	32,776,707
EMPLOYEE PREMIUMS-SCHOOLS	1,441,892	11,685,860
EMPLOYER PREMIUMS-SCHOOLS	6,109,725	47,840,533
COBRA ADMINISTRATIVE FEE-CITY	546	2,654
COBRA ADMINISTRATIVE FEE-SCHOOLS	206	1,694
OTHER FEDERAL FUNDS		4,842
TOTAL REVENUES	<u>12,584,286</u>	<u>101,315,016</u>

EXPENSES:	MONTH'S EXPENSES	YEAR-TO-DATE EXPENSES	OUTSTANDING ENCUMBRANCES
SALARIES AND BENEFITS	269,986	2,654,280	
HEALTH CLAIMS AND OTHER EXPENSES-CITY	2,978,094	43,849,116	
HEALTH CLAIMS AND OTHER EXPENSES-SCHOOLS	3,873,709	57,931,835	
TOTAL EXPENSES	<u>7,121,789</u>	<u>104,435,231</u>	

VIRGINIA BEACH CITY PUBLIC SCHOOLS  
SCHOOL VENDING OPERATIONS FUND  
JULY 1, 2021 THROUGH FEBRUARY 28, 2022

B 14

ASSETS:		LIABILITIES:	
CASH	159,130	TOTAL LIABILITIES	
		FUND EQUITY:	
		FUND BALANCE	98,007
		ESTIMATED REVENUE	(63,000)
		APPROPRIATIONS	69,000
		ENCUMBRANCES	
		RESERVE FOR ENCUMBRANCES	
		EXPENDITURES	175
		REVENUES	54,948
		TOTAL FUND EQUITY	159,130
TOTAL ASSETS	159,130	TOTAL LIABILITIES AND FUND EQUITY	159,130

	FY 2022 ESTIMATED	MONTH'S REALIZED	YR-TO-DATE REALIZED	REVENUES	PERCENT REALIZED	FY 2021 PERCENT REALIZED
REVENUES:						
INTEREST ON BANK DEPOSITS		18	1,641	1,641		
VENDING OPERATIONS RECEIPTS	63,000	40,055	53,307	(9,693)	84.6%	35.7%
TOTAL REVENUES	63,000	40,073	54,948	(8,052)	87.2%	39.9%
PRIOR YEAR FUND BALANCE (PYFB)	6,000					
TOTAL REVENUES AND PYFB	69,000					

	FY 2022 APPROPRIATIONS	MONTH'S EXPENDITURES	YR-TO-DATE EXPENDITURES	OUTSTANDING ENCUMBRANCES	REMAINING BALANCE	PERCENT OBLIGATED	FY 2021 PERCENT OBLIGATED
EXPENDITURES:							
SCHOOL ALLOCATIONS	58,280				58,280		25.0%
MATERIALS AND SUPPLIES	10,520		(175)		10,695	-1.7%	-5.0%
PURCHASED SERVICES	200				200		
TOTAL	69,000		(175)		69,175	-0.3%	22.9%

VIRGINIA BEACH CITY PUBLIC SCHOOLS  
SCHOOL INSTRUCTIONAL TECHNOLOGY FUND  
JULY 1, 2021 THROUGH FEBRUARY 28, 2022

B 15

ASSETS:		LIABILITIES:	
CASH	1,331,761	TOTAL LIABILITIES	
		FUND EQUITY:	
		FUND BALANCE	140,063
		ESTIMATED REVENUE	
		APPROPRIATIONS	1,121,686
		ENCUMBRANCES	
		RESERVE FOR ENCUMBRANCES	
		EXPENDITURES	
		REVENUES	70,012
		TOTAL FUND EQUITY	1,331,761
TOTAL ASSETS	<u>1,331,761</u>	TOTAL LIABILITIES AND FUND EQUITY	<u>1,331,761</u>

	FY 2022	MONTH'S	YR-TO-DATE	UNREALIZED
REVENUES:	ESTIMATED	REALIZED	REALIZED	REVENUES
INTEREST ON BANK DEPOSITS		744	70,012	70,012
TOTAL REVENUES		744	70,012	70,012
PRIOR YEAR FUND BALANCE (PYFB)	1,121,686			
TOTAL REVENUES AND PYFB	<u>1,121,686</u>			

	FY 2022	MONTH'S	YR-TO-DATE	OUTSTANDING	REMAINING
EXPENDITURES:	APPROPRIATIONS	EXPENDITURES	EXPENDITURES	ENCUMBRANCES	BALANCE
MATERIALS AND SUPPLIES	1,121,686				1,121,686
TOTAL	<u>1,121,686</u>				<u>1,121,686</u>



VIRGINIA BEACH CITY PUBLIC SCHOOLS  
SCHOOL EQUIPMENT REPLACEMENT FUND  
JULY 1, 2021 THROUGH FEBRUARY 28, 2022

B 16

ASSETS:		LIABILITIES:	
CASH	762,568	CHECKS PAYABLE	385
		TOTAL LIABILITIES	385
		FUND EQUITY:	
		FUND BALANCE	36,999
		ESTIMATED REVENUE	
		APPROPRIATIONS	915,493
		ENCUMBRANCES	131,804
		RESERVE FOR ENCUMBRANCES	(131,804)
		EXPENDITURES	(193,865)
		REVENUES	3,556
		TOTAL FUND EQUITY	762,183
TOTAL ASSETS	762,568	TOTAL LIABILITIES AND FUND EQUITY	762,568

REVENUES:	FY 2022 ESTIMATED	MONTH'S REALIZED	YR-TO-DATE REALIZED	UNREALIZED REVENUES
INTEREST ON BANK DEPOSITS		20	3,556	3,556
TOTAL REVENUES		20	3,556	3,556
PRIOR YEAR FUND BALANCE (PYFB)	744,581			
PYFB-ENCUMBRANCES	170,912			
TOTAL REVENUES AND PYFB	915,493			

EXPENDITURES:	FY 2022 APPROPRIATIONS	MONTH'S EXPENDITURES	YR-TO-DATE EXPENDITURES	OUTSTANDING ENCUMBRANCES	REMAINING BALANCE
PURCHASED SERVICES	45,566	178	628	49,359	(4,421)
MATERIALS AND SUPPLIES	869,927	32,605	177,969	34,201	657,757
CAPITAL OUTLAY		15,268	15,268	48,244	(63,512)
TOTAL	915,493	48,051	193,865	131,804	589,824

VIRGINIA BEACH CITY PUBLIC SCHOOLS  
STATEMENT OF EXPENDITURES AND ENCUMBRANCES  
CAPITAL PROJECTS  
JULY 1, 2021 THROUGH FEBRUARY 28, 2022

B 17

	FY 2022 APPROPRIATIONS	MONTH'S EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PROJECT-TO-DATE EXPENDITURES	OUTSTANDING ENCUMBRANCES	REMAINING BALANCE	PERCENT OBLIGATED
601001-RENOV-REPLACMT-ENERGY MGMT II	11,275,000	19,540	485,564	7,696,206	246,044	3,332,750	70.44%
601002-TENNIS COURT RENOVATIONS II	1,600,000	(457,796)	(93,191)	957,077	114,906	528,017	67.00%
601005-JOHN B DEY ES MODERNIZATION	28,040,076	120,907	267,052	27,623,580	235	416,261	98.52%
601006-THOROUGHGOOD ES REPLACEMENT	32,470,000	7,373	68,648	32,418,658	31,188	20,154	99.94%
601007-PRINCESS ANNE MS REPLACEMENT	77,238,759	131,546	3,609,807	75,957,857	1,023,007	257,895	99.67%
601008-SCHOOL BUS FACILITY RENOVATION-EXPANSION	21,821,574			21,821,574			100.00%
601009-COMPREHENSIVE LONG RANGE FACILITIES PLANNING UPD	284,602			284,602			100.00%
601012-RENOV & REPLACE-HVAC SYSTEMS PHASE II	45,367,724	1,473	1,473	45,367,724			100.00%
601013-RENOV & REPLACE-REROOFING PHASE II	35,025,639	1,650	37,201	35,020,498	5,141		100.00%
601014-RENOV & REPLACE-VARIOUS PHASE II	15,033,273	8,861	8,861	15,033,273			100.00%
601015-PRINCESS ANNE HS REPLACEMENT	89,012,277					89,012,277	
601016-ENERGY PERFORMANCE CONTRACTS PHASE II	30,000,000	430,138	2,852,918	23,696,846	5,175,163	1,127,991	96.24%
601017-RENOV & REPLACE-GROUND PH III	14,637,886	44,737	823,658	7,260,971	3,608,943	3,767,972	74.26%
601018-RENOV & REPLACE-HVAC PH III	31,208,316	73,425	1,087,723	18,972,260	2,441,825	9,794,231	68.62%
601019-RENOV & REPLACE-REROOFING PH III	16,650,000	9,931	4,318,088	10,964,899	817,144	4,867,957	70.76%
601020-RENOV & REPLACE - VARIOUS PH III	19,991,223	5,747	1,561,582	5,821,209	659,413	13,510,601	32.42%
601021-PLAZA ANNEX-LASKIN ROAD ADDITION	13,750,000		305,227	13,498,999	133,656	117,345	99.15%
601022-ELEMENTARY PLAYGROUND EQUIPMENT REP	2,334,737		194,650	999,315	294,394	1,041,028	55.41%
601023-STUDENT DATA MANAGEMENT SYSTEM	12,187,001		42,827	12,140,700		46,301	99.62%
601024-KEMPS LANDING-ODC REPLACEMENT	63,514,563			63,514,562		1	100.00%
601025-SCHOOL HR-PAYROLL	9,196,000			8,867,573		328,427	96.43%
601026-LYNNHAVEN MIDDLE SCHOOL EXPANSION	13,850,000		118,037	788,658	29,309	13,032,033	5.91%
601027-RENOV & REPLACE-SAFE SCHOOLS IMPROVEMENTS	400,000	10,783	121,096	299,525	45,034	55,441	86.14%
601028-B F WILLIAMS ELEMENTARY-BAYSIDE 6TH (GRADES 4-6) RE	7,500,000					7,500,000	
601029-BAYSIDE HIGH SCHOOL REPLACEMENT	2,000,000					2,000,000	
601030-REPLACEMENT PAYROLL SYSTEM	4,382,407					4,382,407	
601031- SCHOOL BUS & FLEET REPLACEMENT	7,713,000					7,713,000	
601999-PAYROLL ALLOCATION		116,894	234,951	234,951		(234,951)	
TOTAL CAPITAL PROJECTS	606,484,057	525,209	16,046,172	429,241,517	14,625,402	162,617,138	73.19%

VIRGINIA BEACH CITY PUBLIC SCHOOLS  
GREEN RUN COLLEGIATE CHARTER SCHOOL  
JULY 1, 2021 THROUGH FEBRUARY 28, 2022

B18

ASSETS:		LIABILITIES:	
CASH	2,112,831	SALARIES PAYABLE-OPTIONS	153,970
		FICA PAYABLE-OPTIONS	11,779
		TOTAL LIABILITIES	<u>165,749</u>
		FUND EQUITY:	
		FUND BALANCE	
		ESTIMATED REVENUE	(4,193,884)
		APPROPRIATIONS	4,204,161
		ENCUMBRANCES	16,663
		RESERVE FOR ENCUMBRANCES	(16,663)
		EXPENDITURES	(2,257,079)
		REVENUES	<u>4,193,884</u>
		TOTAL FUND EQUITY	<u>1,947,082</u>
TOTAL ASSETS	<u>2,112,831</u>	TOTAL LIABILITIES AND FUND EQUITY	<u>2,112,831</u>

	FY 2022 ESTIMATED	MONTH'S REALIZED	YR-TO-DATE REALIZED	UNREALIZED REVENUES	PERCENT REALIZED	FY 2021 PERCENT REALIZED
REVENUES:						
TRANSFER FROM GENERAL FUND	<u>4,193,884</u>	<u></u>	<u>4,193,884</u>	<u></u>	100.0%	100.0%
TOTAL REVENUES	<u>4,193,884</u>	<u></u>	<u>4,193,884</u>	<u></u>	100.0%	100.0%
PYFB-ENCUMBRANCES	<u>10,277</u>	<u></u>	<u></u>	<u></u>		
	<u>4,204,161</u>					

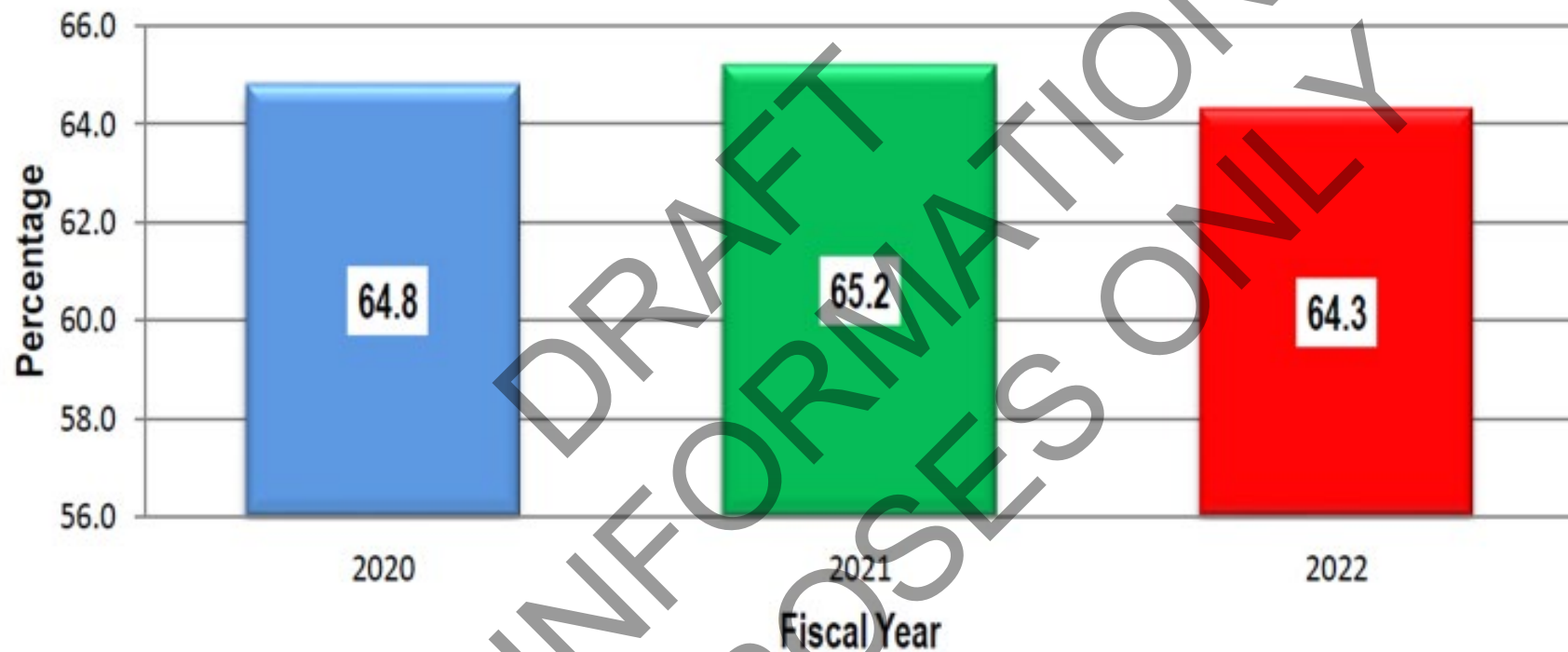
	FY 2022 APPROPRIATIONS	MONTH'S EXPENDITURES	YR-TO-DATE EXPENDITURES	OUTSTANDING ENCUMBRANCES	REMAINING BALANCE	PERCENT OBLIGATED	FY 2021 PERCENT OBLIGATED
EXPENDITURES:							
PERSONNEL SERVICES	2,512,031	232,756	1,476,398		1,035,633	58.8%	57.9%
FRINGE BENEFITS	890,477	83,632	505,711		384,766	56.8%	58.0%
PURCHASED SERVICES	412,672	2,808	175,407		237,265	42.5%	14.1%
OTHER CHARGES	77,339	3,270	31,053		46,286	40.2%	14.9%
MATERIALS AND SUPPLIES	<u>311,642</u>	<u>2,039</u>	<u>68,510</u>	<u>16,663</u>	<u>226,469</u>	<u>27.3%</u>	<u>20.4%</u>
TOTAL	<u>4,204,161</u>	<u>324,505</u>	<u>2,257,079</u>	<u>16,663</u>	<u>1,930,419</u>	<u>54.1%</u>	<u>49.9%</u>



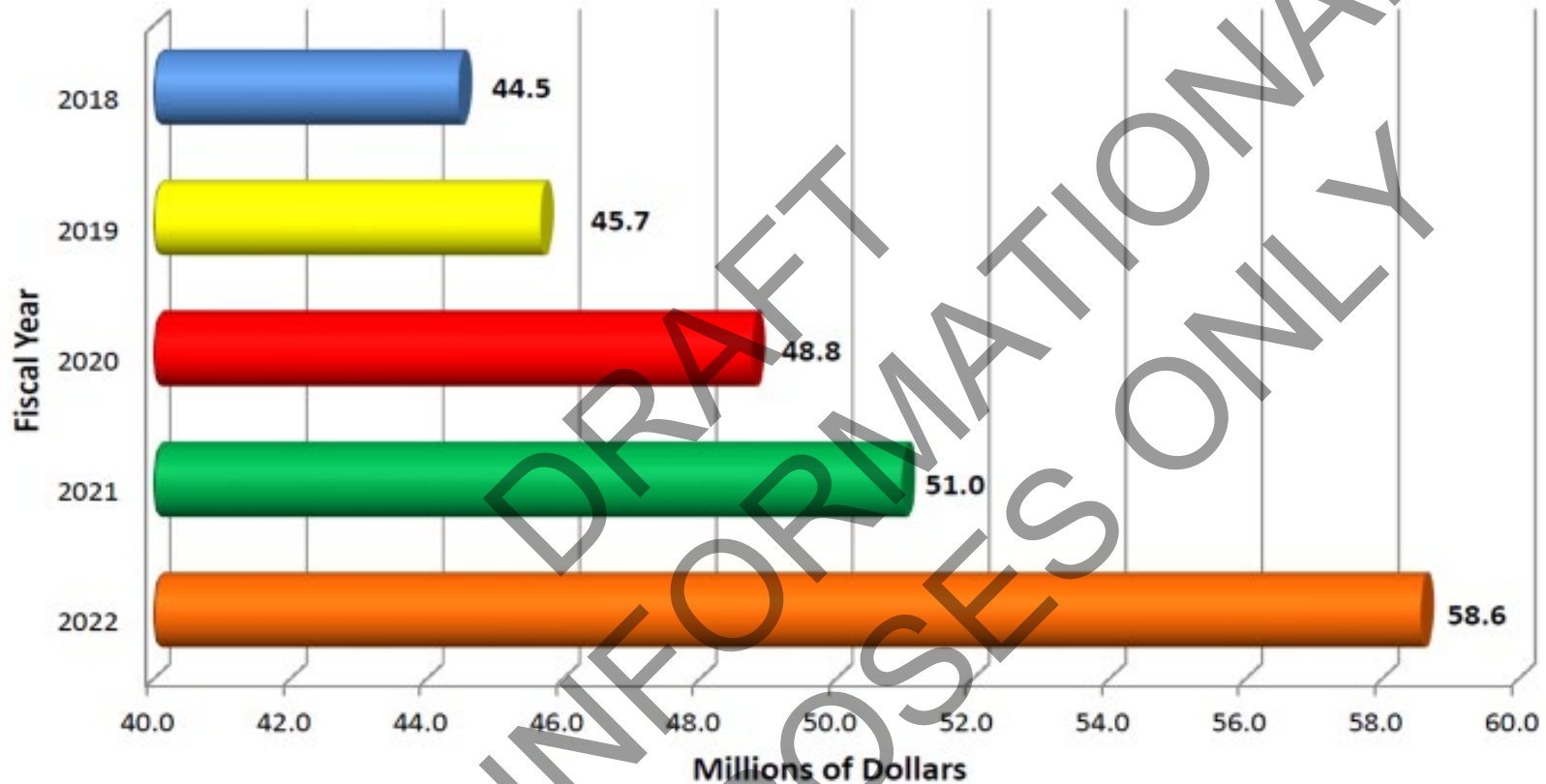
# A Presentation to the School Board

By: The Department of Budget and Finance, Office of Business Services  
Tuesday, March 22, 2022

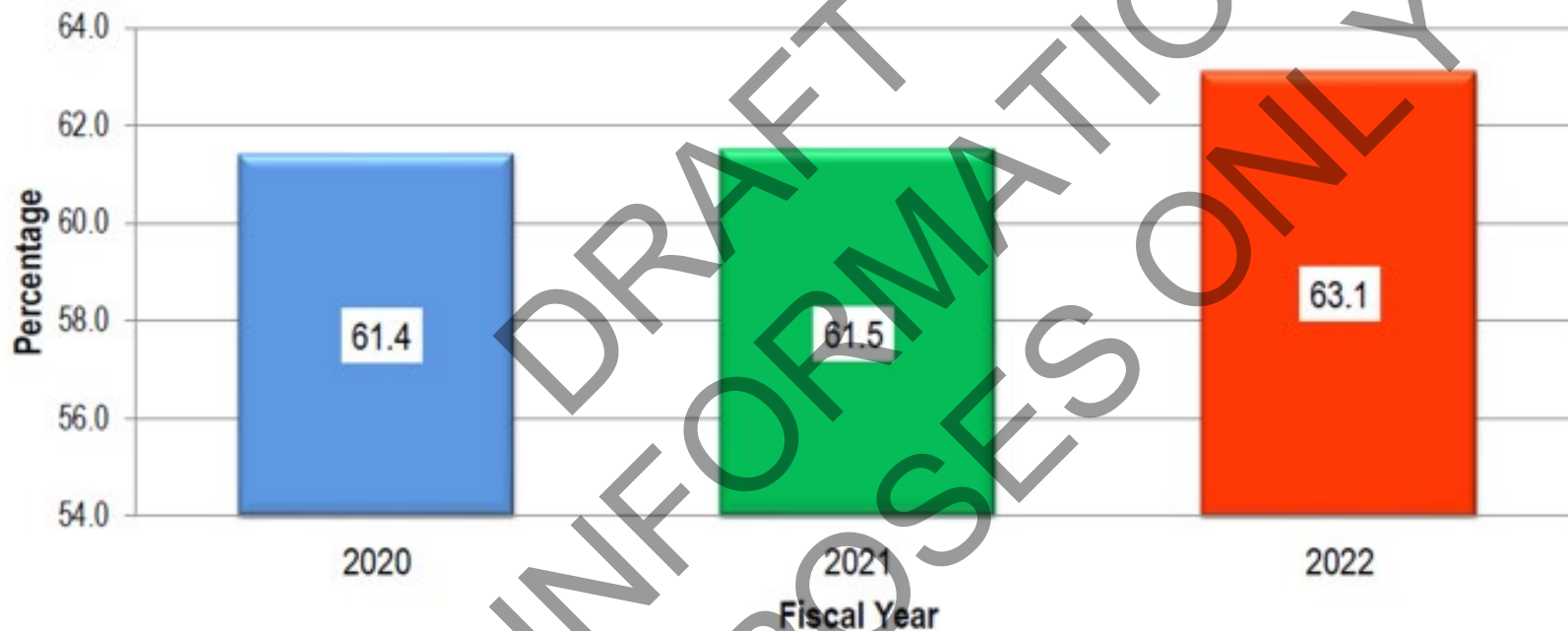
## School Operating Fund Revenue Percentage of Actual to Budget as of February 28, 2022



## State Sales Tax Revenue through February 28, 2022



# School Operating Fund Expenditures/Encumbrances Percentage of Actual to Budget as of February 28, 2022





**Subject:** 2022-23 Special Education Annual Plan/Part B Flow-Through Application **Item Number:** 12B

**Section:** Information **Date:** March 22, 2022

**Senior Staff:** Kipp D. Rogers, Ph.D., Chief Academic Officer, Department of Teaching and Learning

**Prepared by:** Roni Myers-Daub, Ed.D., Executive Director of Programs for Exceptional Children

**Presenter(s):** Roni Myers-Daub, Ed.D., Executive Director of Programs for Exceptional Children

**Recommendation:**

That the School Board reviews the 2022-23 Special Education Annual Plan/Part B Flow-Through Application.

**Background Summary:**

All school divisions in Virginia are required to establish eligibility for funding under the *Individuals with Disabilities Education Improvement Act (IDEA)*. IDEA and the implemented federal and state regulations require that each local school division, in providing for the education of students with disabilities within its jurisdiction, have in effect policies and procedures that are consistent with the Virginia Department of Education's (VDOE) policies and procedures. These policies and procedures have been established in accordance with IDEA. For this and the last several application periods, all submissions have been made via electronic transmission. All assurances are aligned with the provisions in *The Regulations Governing Special Education Programs for Children with Disabilities in Virginia*. As required, the VBCPS Special Education Advisory Committee (SEAC) reviewed this document with the Policy Subcommittee, and as a whole Committee, during March 2022.

This current Special Education Annual Plan contains no substantive changes to policies or procedures. Only those changes (e.g., implementation of prior approved funding proposals, proposed budgets for 611 and 619) required in an application for new funding have been made. The Special Education Annual Plan, when approved by the School Board, assures the school division's compliance with federal and state regulations pertaining to students with disabilities.

**Source:**

*Individuals with Disabilities Education Improvement Act – 2004*

*Regulations Governing Special Education Programs for Children with Disabilities in Virginia – January 25, 2010*

**Budget Impact:**

Approval of the Special Education Annual Plan/Part B Flow-Through Application by the School Board and the Virginia Department of Education is a prerequisite for the receipt of federal funds requested in the Part VI-B Flow-Through Application.



**VIRGINIA DEPARTMENT OF EDUCATION  
DIVISION OF SPECIAL EDUCATION AND STUDENT SERVICES**

**Local Special Education Annual Plan/Part B Flow-Through Application and Report  
2022-2023**

**Division and Contact Information - to be Completed by School Division**

Division Applicant Name (Legal Name of Agency)	LEA	Questions regarding this plan should be directed to:	
VA BEACH CITY PUBLIC SCHOOLS	Number 128	Roni Myers-Daub, Ed.D.	
Mailing Address (Street, City or Town, Zip Code)	DUNS 827234121		
2512 George Mason Drive, Virginia Beach, VA 23456			
Phone (ext):		(757) 263-2400	Fax: (757) 263-2067
		Numbers Only	Ext. Numbers Only
Region: 2	E-mail: roni.myers-daub@vbschools.com		

**SUPERINTENDENT'S CERTIFICATION**

For the purpose of implementing the provisions of the Individuals with Disabilities Education Improvement Act of 2004 (IDEA), I certify that throughout the period of the 2022-2024 grant award, this School Division will comply with the requirements outlined in each of the following:

- (1) Part B of IDEA, including the eligibility requirements of Section 613;
- (2) The IDEA federal implementing regulations, dated October 13, 2006, and revised April 9, 2007, and December 31, 2008, at 34 C.F.R. Part 300 et seq.; and
- (3) Virginia's "Regulations Governing Special Education Programs for Children with Disabilities in Virginia," at 8 VAC 20-81 et seq., effective January 25, 2010, and any revisions.

I certify that this school division has developed local policies and procedures for the provision of special education and related services, which are kept current, and which ensure compliance with the requirements of, and any revisions to the IDEA, its federal implementing regulations, and the Virginia Board of Education's regulations.

I certify that all students, including those who may be placed in regional programs by this agency, are afforded all assurances as delineated in this document.

Finally, I certify that this Annual Plan/Flow-Through Application for Part B Funds under the provisions of IDEA, was approved by the School Board on April 15, 2022 Date

\_\_\_\_\_  
Division Superintendent (Signature)

Aaron C. Spence, Ed.D.

\_\_\_\_\_  
Typed Name

April 15, 2022 Date

**ANNUAL PLAN/PART B FLOW-THROUGH APPLICATION POLICY STATEMENTS**  
**(continued on next page)**

This LEA assures that it has in effect policies, procedures, and programs which have been established and administered to comply with the IDEA, and its federal implementing regulations, including 34 CFR §§ 300.201-300.213, and which are consistent with the policies and procedures that VDOE has established in accordance with IDEA, and its federal implementing regulations, including 34 CFR §§ 300.101–300.163, and 300.165–300.174, to ensure each of the following:

- A free appropriate public education will be available for each child with disabilities, ages two to 21, inclusive.
- All children, ages two to 21, inclusive, residing in the LEA who have disabilities and need special education and related services, who have not been parentally-placed in a private or home school, are identified, located, evaluated, and placed in an appropriate educational program.
- An individualized education program (IEP) will be maintained for each child with a disability, as required.
- To the maximum extent appropriate, children with disabilities will be educated with children who are nondisabled in the Least Restrictive Environment.
- Children with disabilities and their parents or guardians are guaranteed procedural safeguards in the process of identification, evaluation, educational placement, or the provision of a free appropriate public education, including the right to access dispute resolution options.
- Surrogate parents will be appointed, when appropriate, to act as advocates to serve the education interest of children, ages two to 21, inclusive, who are suspected of being or are determined to be disabled.
- Testing and evaluative materials used for the purpose of classifying and placing children with disabilities are selected and administered so as not to be racially or culturally discriminatory.
- The confidentiality of personally identifiable information, that is collected, maintained, or used under IDEA, shall be protected.
- Children with disabilities, who are participating in Part C early intervention programs, and who will be participating in Part B preschool programs, will experience a smooth and effective transition between the programs.
- All children, ages two to 21, inclusive, who have disabilities and need special education and related services, and who are parentally-placed in a private school or home school, that is located within the geographic boundaries of the LEA, are identified, located, evaluated and provided services, in accordance with the results of a timely and meaningful consultation process.
- Homeless children with disabilities will be served in accordance with the requirements of the McKinney-Vento Homeless Assistance Act.
- Special education and related service personnel, including paraprofessionals, are appropriately and adequately prepared and trained, and measurable steps will be taken to recruit, hire, train, and retain highly qualified personnel to provide special education and related services to children with disabilities.
- Valid and reliable data is submitted to the VDOE, as requested, including data regarding the performance goals and indicators established by the VDOE to determine the progress of children with disabilities, and the performance of the LEA toward targets outlined in Virginia's State Performance Plan.
- Policies and procedures will be in effect that are designed to prevent the inappropriate overidentification, underidentification, or disproportionate representation by race and ethnicity of children as children with disabilities, including children with disabilities with a particular impairment.

**ANNUAL PLAN/FLOW-THROUGH APPLICATION POLICY STATEMENTS**  
**(continued on next page)**

- Children with disabilities are not required to obtain prescription medication as a condition of attending school, receiving an evaluation, or receiving special education and related services.
- Children with disabilities are given the right to participate in the state assessment system.
- There will be ongoing parent consultation.
- Funding will be used to develop and implement coordinated early intervening educational services, as required.
- Children with disabilities who attend charter schools are provided services in the same manner as other children with disabilities who attend public schools.
- Instructional materials will be provided to children with a visual impairment or other print disabilities in a timely manner.
- Efforts will be made to cooperate with the United States Department of Education (USED) to ensure the linkage of records pertaining to migratory children with disabilities.
- All documents relating to the LEA's eligibility under IDEA will be made available to the public.

**SUBMISSION STATEMENT (continued on next page)**

**Under the provisions of the Individuals with Disabilities Education Improvement Act of 2004 (IDEA), and its federal implementing regulations, at 34 C.F.R. Part 300 et seq., a local educational agency, that desires to receive funds under the Act, must provide the following assurances:**

1. The local educational agency shall be responsible for (1) the control of funds provided under Part B of the Act; (2) title to property acquired with those funds; and (3) the local educational agency will administer such funds and property.
2. The local educational agency shall maintain records that show that where Part B funds are used to supplement existing services or to provide additional services to meet special needs, those services shall be at least comparable to services provided to other children with disabilities in the local educational agency with state and local funds.
3. The local educational agency application and all pertinent documents related to such application, including all evaluations and reports relative to the application, shall be made available for public inspection.
4. The local educational agency shall maintain records showing that Part B funds are used to supplement and, to the extent practicable, increase the level of state and local funds expended for the education of children with disabilities. Part B funds shall, in no case, be used to supplant local and state funds.
5. The funds provided under Part B of the Act shall be used to employ only those professional personnel who meet appropriate State standards. In addition, all other professional personnel employed, such as therapists, etc., shall be properly licensed.
6. The Virginia Department of Education assumes rights to all materials and/or products developed in this project, including equipment purchased with Part B funds.
7. No person shall, on the grounds of race, color, national origin, sex, disabling condition or age, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant received financial assistance under the provisions of the Act.
8. The local educational agency shall provide students enrolled in private schools an opportunity to participate in programs funded through Part B of IDEA.
9. The local educational agency will ensure that projects involving construction, are consistent with overall State plans for the construction of school facilities. In developing plans for construction, due consideration will be given to excellence of architecture and design and to compliance with standards prescribed under Section 504 of the Rehabilitation Act of 1973 and subsequent amendments in order to ensure that facilities constructed with the use of Federal funds are accessible to, and usable by, individuals with disabilities.
10. The local educational agency has adopted effective procedures for acquiring and disseminating to teachers and administrators participating in Part B programs significant information from educational research, demonstrations, and similar projects, and for adopting, where appropriate, promising educational practices developed through such projects.
11. The local educational agency will ensure that none of the funds expended under Part B programs will be used to acquire equipment (including computer software) in any instance in which such acquisition results in a direct financial benefit to any organization representing the interests of the purchasing entity or its employees or any affiliate of such an organization.
12. Except when used to provide Comprehensive Coordinated Early Intervening Services or Coordinated Early Intervening Services, the local educational agency will ensure that funds expended under Part B of IDEA will only be used for the costs which are directly attributable to the education of children with disabilities, and which exceed the average annual per student expenditure during the preceding year as computed in accordance with 34 C.F.R. § 300.202, Appendix A of the IDEA federal implementing regulations, and as documented using the Web-based application.

**SUBMISSION STATEMENT (continued from previous page)**

13. The local educational agency will ensure that funds expended under Part B of IDEA will not be used to reduce the level of expenditures made from local funds below the amount expended for the education of children with disabilities from state or local funds during the preceding fiscal year, in accordance with 34 C.F.R. §§ 300.203 to 300.205 of the IDEA federal implementing regulations, and as documented using the web-based application.
14. The school division will ensure that, in accordance with 34 C.F.R. § 300.133, and Appendix B of the IDEA federal implementing regulations, during the grant award period, a proportionate share of the school division's Section 611 subgrant will be set aside to be expended for children with disabilities, ages 3 through 21, who are parentally-placed in a private school within the school division, and a proportionate share of its Section 619 subgrant will be set aside to be expended for children with disabilities, ages 3 through 5, who are parentally-placed in a private school within the school division. This school division further assures that if it has not expended for equitable services all of its set-aside funds by the end of the fiscal year for which it was appropriated, the school division will obligate any remaining funds for one additional year to provide special education and related services to children with disabilities who are parentally placed in a private school within the school division. Actual proportionate set-aside amounts will be submitted using the web-based application.
15. The local educational agency shall maintain records demonstrating compliance with the provisions of IDEA and its federal implementing regulations, including each of the assurances outlined above, and afford the Virginia Department of Education access to those records that it may find necessary to ensure the correctness and verification of the information required under this Act.
16. The local educational agency certifies this application as a material representation of its compliance with the following provisions of Education Department General Administrative Regulations (EDGAR), as applicable: 34 CFR Part 82 § 82.110—New Restrictions on Lobbying; 34 CFR Part 85 § 85.105 and § 85.110—Governmentwide Debarment and Suspension (Nonprocurement); and 34 CFR Part 84 §§ 84.200 through 84.230, and 84.300 – “Governmentwide Requirements for Drug-Free Workplace” (Grants). In addition the LEA certifies this application complies with 2 CFR, Part 200 Uniform Guidance, as applicable.

**IDENTIFICATION OF BARRIERS AND DESCRIPTIONS OF  
STEPS TO OVERCOME THEM IN ACCORDANCE  
WITH PROVISIONS IN SECTION 427 OF  
THE GENERAL EDUCATION PROVISIONS ACT**

Applicants for federal assistance are required under Section 427 of the General Education Provisions Act (GEPA), enacted as a part of the Improving America's Schools Act of 1994 (P.L. 103-382) to include in its application a description of the steps in addressing equity concerns and full participation of students, teachers and other program beneficiaries with special needs in designing their federally-assisted projects or activities. The legislation highlights six characteristics that describe broad categories of persons or groups that may more frequently encounter barriers to participation. The characteristics are: Gender, Race, National Origin, Color, Disability, and Age.

b i d i h i d i h h l i i d d i f f h i h l d i i d

Choose One:

☒

Division has no barriers

☐

Division has barriers (Please provide explanation in the space provided)

**OTHER  
FACTORS  
THAT MIGHT  
LIMIT  
PARTICIPA-  
TION**

**2022-2023 SPECIAL EDUCATION IN LOCAL AND REGIONAL JAILS**

Each local school division with a regional or local jail in its jurisdiction shall establish an interagency agreement with the sheriff or jail administrator responsible for the operation of the jail. The interagency agreement shall address staffing and security issues associated with the provision of special education and related services in the jail. It is suggested that you review your agreement annually.

**Interagency Agreement**

Name of Local or Regional Jail:
Virginia Beach Correctional Center (VBCC)

1. Is there a local or regional jail located within the geographic boundaries of your school division?

Yes
-----

**Please complete question 2**

2. Has the interagency agreement between your school division and the jail been revised since the submission of your most recent annual plan?

No
----

**Your existing Interagency Agreement will remain in effect until revisions are made, you do not need to submit it**

[Instructions for Using drop box](#)

**REPORT ON IMPLEMENTATION  
OF THE 2020-2021 ANNUAL PLAN**

Submit a report indicating the extent to which the annual plan for the 2020-2021 school year has been implemented (*Code of Virginia* , Section 22.1-215). (Maximum capacity of each text box is 975 characters.)

VBCPS utilized Title VI-B funds to implement the activities as described in the prior application for grant funds as approved by VDOE. Monies were used to employ teachers, teacher assistants, social workers, an interpreter specialist, behavior intervention specialists, and instructional specialists. These individuals provided direct services and support to students with disabilities (SWDs) eligible for special education services and to SWDs eligible for related services under the Individual Service Plan (ISP) instruction to students parentally-placed in private schools when a Free and Appropriate Education (FAPE) was not at issue. The Annual Plan for 2020-2021 in VBPCS was fully implemented as intended, submitted, and approved.



**Maintenance of Effort**

The Virginia Department of Education (VDOE) is required by federal regulation to ensure all school divisions in Virginia comply with §300.203 of the Individuals with Disabilities Education Act (IDEA), which mandates that school divisions meet a maintenance of effort (MOE) obligation. This regulation requires school divisions to spend at least the same amount from at least one of the following sources: (i) local funds; (ii) state plus local funds; (iii) local per capita; or (iv) state plus local per capita for a current school year on the delivery of special education and related services, as were spent for the most recent fiscal year (i.e.g, 2020 - 2021) for which the information is available, subject to the Subsequent Years rule.

34 CFR §300.203(a) requires that in order for an LEA to be eligible for an IDEA Part B subgrant for the upcoming fiscal year, the LEA must budget, in each subsequent year, at least the same amount that it actually spent for the education of children with disabilities in the most recent fiscal year for which information is available, subject to the Subsequent Years rule. When establishing eligibility, an LEA is **not** required to use the same method it used to meet compliance standard in the most recent fiscal year for which the information is available. An LEA can change methods to establish eligibility from one year to the next, as long as the division uses the same method for calculating the amount it spent in the comparison year for which it is establishing eligibility.

Provide the total local and the total state plus local expenditure budget and per capita amount for the school division's total special education program for the years designated below. The projected/estimated expenditure budget amounts provided must come from the district's 2022-2023 preliminary budget, and must be reviewed and confirmed by the division's fiscal's office.

Local		Local plus State	
School Year 2022-2023 (estimated/projected)		School Year 2022-2023 (estimated/projected)	
Dollar \$	93,798,184.00	Dollar \$	125,005,334.00
School Year 2022-2023 (estimated/projected)		School Year 2022-2023 (estimated/projected)	
Per Capita	11,377.75	Per Capita	15,163.19

If an LEA determines that the budget above did not meet the eligibility standard in any of the four methods for which the information is available, an LEA is allowed to consider Exceptions under §300.204 and Adjustments to MOE under §300.205 to the extent the information is available. These exceptions and adjustments must also be taken in the intervening year (i.e., SY2021-2022) and that the LEA reasonably expect to take these exceptions and adjustments in the year it is budgeting (i.e., SY2022-2023). Please describe which allowable exceptions will be used and provide the corresponding dollar amount. For additional guidance, refer to:

[http://www.doe.virginia.gov/special\\_ed/grants\\_funding/index.shtml](http://www.doe.virginia.gov/special_ed/grants_funding/index.shtml)

**NOTE: The Dec. 1, 2021 Child Count totals should be used to compute the per capita amounts. The Child Count should be adjusted to exclude students funded through CSA. Also, the budgeted amount must be based on the divisions's preliminary budget and must be within the same level of effort or higher amount to meet the MOE eligibility requirements by using either dollar or per capita amounts. Division's budgeting the same exact amount it spent in the comparable year (i.e., the year it met its MOE requirement) may be requested to provide additional documentation.**

## 2022-2023 SPECIAL EDUCATION CEIS AND PROPORTIONATE SET ASIDE

Each local school division shall ensure Comprehensive Coordinated Early Intervening Services and Coordinated Early Intervening Services and Proportionate Set-aside requirements have been addressed.

Is your school division required to set aside 15% for Comprehensive Coordinated Early Intervening Services or voluntarily setting aside upto 15% of Part B funds for Coordinated Early Intervening Services?

Enter Yes or No

No

*If yes, provide a brief narrative of how funds will be used. An information packet requesting additional information will be sent at a later time.*

Is your school division required to set aside funds for parentally-placed students in private schools or students identified during child find?

Enter Yes or No

Yes

*If no, explain why the division is not required and if yes, explain how funds will be used. The actual budget will be determined when the division submits its data in the Proportionate Set-Aside (speced-PSA) application. Amounts entered here are estimates.*

The set-aside funds for parentally-placed students will be used to support direct speech/language (SLI) services to students identified as needing such. These services are those that have been agreed upon through the collaborative consultation meeting as required. This consultation meeting occurred on 2/15/2022; SLI services as noted in the Individual Service Plans (ISPs) for eligible students will continue 2022-23. Should additional set-aside funds arise, they will be used as in prior years to purchase materials and equipment used in providing the SLI services and/or for professional development of private school staff.

EXPENDITURE ACCOUNTS	OBJECT CODE	Section 611		Section 619	
		(D) CEIS	(E) Proportionate Set-Aside	(D) CEIS	(E) Proportionate Set-Aside
Personal Services	1000		292,996.33		
Employee Benefits	2000		95,757.97		
Purchased Services	3000				
Internal Services	4000				
Other Services	5000		2,000.00		
Materials / Supplies	6000				
Capital Outlay	8000				
TOTAL PROPOSED BUDGET		0.00	390,754.30	0.00	0.00

For additional instructions for completing this section of the Annual Plan/Part B Flow-Through Application, please review Section F of the "LEA Instructions" tab.

VIRGINIA DEPARTMENT OF EDUCATION  
PART B, SECTION 611 (Flow-Through Funds)  
GRANT PERIOD: JULY 1, 2022 – SEPTEMBER 30, 2024  
*Joint Applications Only!*

For joint applications, please select the Fiscal Agent below, and provide the requested contact information.

**If this is not a joint application move directly to the next section below.**

Fiscal Agent:

Joint Application Project

Director:

Mailing Address of Project

Director:

Phone:

E-mail:

LEA Code:

If this is a joint application and allocations are to be combined into a single award issued to the fiscal agent designated above, list participating LEAs and the amounts to be combined into a single award. Note: All participating agencies must still complete the remainder of this tab.

Participating Agency Name	Code Number	Amount Released
<b>Total Amount to be issued to Fiscal Agent:</b>		\$0.00

**PROPOSED USE OF PART B, SECTION 611 FUNDS**  
**GRANT PERIOD: JULY 1, 2022 – SEPTEMBER 30, 2024**

In narrative format, please provide a description and budget outline of all personnel (i.e., teachers, instructional assistants, administrators, clerical, support personnel, and others) to be supported in whole or in part with IDEA, Part B, Section 611 grant funds (with proposed amounts and FTEs).

For the period of this 2022-23 annual plan funds received will be used to continue the employment of the following personnel: special education teachers (approximately 120.8), special education teacher assistants (approximately 131.5), social workers (approximately 5.5), behavior intervention specialists (approximately 3.0), one (1) interpreter specialist, and one (1) instructional specialist. The approximate cost of salaries, wages for substitutes, and benefits for staff to be employed 100% through the Title VI-B funds is included in the 1000 and 2000 lines of the budget as noted. The set-aside funds are also noted in the 1000 and 2000 lines to account for the speech/language therapy services to be provided through ISPs. Federal verifications of the federally-funded staff are completed twice per year as required.

In narrative format, please provide a detailed description and budget outline of all additional activities, goods and services to be supported with IDEA, Part B, Section 611 grant funds.

Remaining funds from 611 will be used to meet the indirect costs of grant operation activities. Professional development activities and Parent Support and Information Center (PSIC) activities will be supported through the Title VI-B as warranted.

**Virginia Department of Education  
SPECIAL EDUCATION FEDERAL PROGRAM  
PROPOSED GRANT BUDGET**

**Part B, Section 611, Flow-Through Funds (July 1, 2022-September 30, 2024)**

Complete column C, by allocating PROPOSED grant funds to object code categories 1000 through 8000. A description of the object code categories is available on the VDOE's Web site. See the instruction tab for the Web address. In determining appropriate assignment of items to object codes, applicants are strongly encouraged to consult with the individual(s) within the LEA who have responsibility for completing the Annual School Report – Financial Section.

List all equipment items costing five thousand dollars (\$5,000) or more and also list inventory items costing less than \$5,000 that will be tracked, including I-pads, computers, cameras, etc., to be purchased with grant funds, and provide information on proposed out-of-state/country travel to be supported with grant funds.

(A) EXPENDITURE ACCOUNTS	(B) OBJECT CODE	(C) Budget	(D) CEIS	(E) Proportionate Set-aside	(F) Total Budget
Personal Services	1000	10,098,507.93	0.00	292,996.33	10,391,504.26
Employee Benefits	2000	4,432,521.13	0.00	95,757.97	4,528,279.10
Purchased Services	3000		0.00	0.00	0.00
Internal Services	4000		0.00	0.00	0.00
Other Services	5000	319,682.64	0.00	2,000.00	321,682.64
Materials / Supplies	6000		0.00	0.00	0.00
Capital Outlay	8000		0.00	0.00	0.00
<b>TOTAL PROPOSED BUDGET</b>		<b>14,850,711.70</b>	<b>0.00</b>	<b>390,754.30</b>	<b>15,241,466.00</b>

**Proposed Equipment: List items costing \$5,000 or more. Also list inventory items costing less than \$5,000 that will be tracked, including I-pads, computers, cameras, etc.**

None at this time.

**Proposed Out-of State/Country Travel (destination, purpose, estimated cost, number of people):**

There is no out-of-state travel proposed at this time. Should the opportunity arise, prior approval will be sought through VDOE. If approval is granted, federal guidelines will be followed.

For additional instructions for completing this section of the Annual Plan/Part B Flow-Through Application, please review Section F of the "LEA Instructions" tab.

**VIRGINIA DEPARTMENT OF EDUCATION  
PROPOSAL SUMMARY  
PART B, SECTION 619 (EARLY CHILDHOOD SPECIAL EDUCATION GRANT)  
GRANT PERIOD: JULY 1, 2022 – SEPTEMBER 30, 2024**

ECSE Contact Person:	Wendee Long
Title:	Early Childhood Special Education Teacher
Mailing Address:	641 Carriage Hill Road, Suite 200, Virginia Beach, VA 23452
Phone:	7572632800
E-mail:	wendee.long@vbschools.com

***Joint Applications Only!***

For joint applications, please select the Fiscal Agent below, and provide the requested contact information.

**If this is not a joint application move directly to the next section below.**

Fiscal Agent:		LEA Code:
Joint Application Project		
Director:		
Mailing Address of Project		
Director:		
Phone:		
E-mail:		

If this is a joint application and allocations are to be combined into a single award issued to the fiscal agent designated above, list participating LEAs and the amounts to be combined into a single award. Note: All participating agencies must still complete the remainder of this tab.

Participating Agency Name	Code Number	Amount Released
<b>Total Amount to be issued to Fiscal Agent:</b>		<b>\$0.00</b>

**PART B, SECTION 619 (EARLY CHILDHOOD SPECIAL EDUCATION GRANT)****GRANT PERIOD: JULY 1, 2022 – SEPTEMBER 30, 2024**

In narrative format, please provide a description and budget outline of all personnel (i.e., teachers, instructional assistants, administrators, clerical, support personnel, and others) to be supported in whole or in part with IDEA, Part B, Section 619 grant funds (with proposed budget amounts and FTEs).

Early Childhood Section 619 funds for the 2022-23 period of the annual plan will be used to continue the employment of three (3) Early Childhood Special Education (ECSE) teachers and one (1) instructional specialist in the division's Preschool Assessment Center (PAC). Program support is offered in the division's diagnostic classroom as well.

In narrative format, please provide a detailed description and budget outline of all additional activities, goods and services to be supported with IDEA, Part B, Section 619 grant funds.

Remaining Part B, Section 619, Early Childhood Special Education funds will be used to meet the indirect costs of grant operation activities as well as for the purchase of some materials and equipment required for students.

**Virginia Department of Education**  
**PART B, SECTION 619 (EARLY CHILDHOOD SPECIAL EDUCATION GRANT) APPLICATION**  
**PROPOSED GRANT BUDGET**

**Part B, Section 619, Preschool Funds (July 1, 2022-September 30, 2024)**

Complete column C, by allocating PROPOSED grant funds to object code categories 1000 through 8000. A description of the object code categories is available on the VDOE's Web site. See the instruction tab for the Web address. In determining appropriate assignment of items to object codes, applicants are strongly encouraged to consult with the individual(s) within the LEA who have responsibility for completing the Annual School Report – Financial Section.

List all equipment items costing five thousand dollars (\$5,000) or more, and also list inventory items costing less than \$5,000 that will be tracked, including I-pads, computers, cameras, etc., to be purchased with grant funds, and provide information on proposed out-of-state/country travel to be supported with grant funds.

(A) EXPENDITURE ACCOUNTS	(B) OBJECT CODE	(C) Budget	(D) CEIS	(E) Proportionate Set-aside	(F) Total Budget
Personal Services	1000	354,873.76	0.00	0.00	354,873.76
Employee Benefits	2000	129,292.78	0.00	0.00	129,292.78
Purchased Services	3000	5,200.00	0.00	0.00	5,200.00
Internal Services	4000		0.00	0.00	0.00
Other Services	5000	13,344.46	0.00	0.00	13,344.46
Materials / Supplies	6000	15,000.00	0.00	0.00	15,000.00
Capital Outlay	8000		0.00	0.00	0.00
<b>TOTAL PROPOSED BUDGET</b>		<b>517,711.00</b>	<b>0.00</b>	<b>0.00</b>	<b>517,711.00</b>

**Proposed Equipment: List items costing \$5,000 or more. Also list inventory items costing less than \$5,000 that will be tracked, including I-pads, computers, cameras, etc.**

None at this time.

**Proposed Out-of State/Country Travel (destination, purpose, estimated cost, number of people):**

Funds in 3000 and 5000 categories to support professional development (registration, lodging, and meals) within Virginia for approximately 10 ECSE teachers.





2022-2023

# Special Education Annual Plan/Part B Flow-Through Application and Report

By: The Department of Teaching and Learning  
Tuesday, March 22, 2022

# Annual Review

## Required by:

- Individuals with Disabilities Education Act of 2004 (IDEA 2004)
- VDOE *Regulations Governing Special Education Programs for Children with Disabilities in Virginia* (effective Jan. 25, 2010)

## Reviewed by:

- Local special education advisory committee (SEAC)
- Local school board



## Statement of Assurances

- A Free Appropriate Public Education (FAPE) will be available.
- An Individualized Education Program (IEP) will be maintained.
- Children with disabilities will be educated with children without disabilities to the maximum extent appropriate.
- Policies and procedures are designed and maintained to prevent over-identification, or disproportionate representation by race and ethnicity of children with disabilities.



# Additional Components

- **Local Jail Education Program (JEP)**

*Special education services provided to incarcerated youth at the Virginia Beach Correctional Center*

- **Maintenance of Effort (MOE)**

*Same local/state levels of funding as the previous year*

- **Proportionate Set-Aside (PSA)**

*Federal funds for students in parentally-placed private schools*

- **Title VI-B Grant Funds**

*Personnel, materials, equipment*



## 2022-23 Proposed Part B Section 611 & 619 Budget

Category	Section 611 Budget	Section 619 Budget
Personnel Salaries	10,391,504.26	354,873.76
Fringe Benefits	4,528,279.10	129,292.78
Indirect Costs (administrative costs)	321,682.64	11,144.46
Professional Development		7,400.00
Materials/Supplies		15,000.00
Total	15,241,466.00	517,711.00

# **SEAC Review and Input**

Ms. Dodie McGuire  
Chair

Special Education Advisory Committee (SEAC)





2022-2023

# Special Education Annual Plan/Part B Flow-Through Application and Report

By: The Department of Teaching and Learning  
Tuesday, March 22, 2022



**Subject:** New Course Proposal: Data Science **Item Number:** 12C-1

**Section:** Information **Date:** March 22, 2022

**Senior Staff:** Kipp D. Rogers, Ph.D., Chief Academic Officer, Department of Teaching and Learning

**Prepared by:** Angela Seiders, Executive Director Secondary, Department of Teaching and Learning

George Coker, Secondary Mathematics Coordinators

**Presenter(s):** Angela Seiders, Executive Director Secondary, Department of Teaching and Learning

**Recommendation:**

That the School Board receive information regarding the proposed course *Data Science* and corresponding standards for implementation in the 2022-2023 school year.

**Background Summary:**

The proposed *Data Science* course would serve as an advanced mathematics elective credit for students in the division. This course is specifically designed for students who have completed Algebra II or Algebra II/Trig but wish to further develop their mathematical knowledge and pursue careers in business, communications, energy, finance, government and public administration, information technology, law, public safety, STEM, transportation, or distribution and logistics. The course will focus on the intersections of mathematics, statistics, computer science, and information technology by exploring the variety of ways that data can be visually displayed and explained.

**Source:**

N/A

**Budget Impact:**

There is no budget impact to implement this course.



## Course Proposal:

### Data Science

#### COURSE DESCRIPTION:

Data Science will provide an introduction to the learning principles associated with analyzing big data. Through the use of open source technology tools, it is anticipated that students participating in these courses developed from these standards will identify and explore problems that involve the use of relational database concepts and data-intensive computing to find solutions and make generalizations. Students will engage in a data science problem solving structure to interact with large data sets as a means to formulate problems, collect and clean data, visualize data, model to predict, and communicate effectively about data formulated solutions.

The *Data Science Standards of Learning* proposed by the VDOE include the following strands:

- Data and Society - Understanding data science facilitates critical examination of questions in different parts of society and supports informed data-driven decision making.
- Data and Ethics - Ethical implications may result from the types of methods used for data collection, processing, representation, analysis, and use.
- Data and Communication - Data visualizations are used to communicate insights about complex data sets to support an audience in making decisions.
- Data Modeling - Mathematical models are used to predict future, unobserved data values.
- Data and Computing - Technology is used to effectively prepare, analyze, and communicate with data.

#### PRE-REQUISITES:

Algebra II or Algebra II/Trig

#### BUDGET IMPACT:

No budget impact for the implementation of the *Data Science* course is expected. The course will be taught by staff already allocated to Virginia Beach City Public Schools for the 2022-23 school year. No new expenses are anticipated to support the implementation.

#### STANDARDS OF LEARNING:

The following standards outline the content of a one-year course in Data Science. The Data Science Standards of Learning provide an introduction to the learning principles associated with analyzing big data. Through the use of open source technology tools, students will identify and explore problems that involve the use of relational database concepts and data-intensive computing to find solutions and make generalizations. Students will engage in a data science problem solving structure to interact with large data sets as a means to formulate problems, collect and clean data, visualize data, model using data, and communicate effectively about data formulated solutions.

**Data and Society** - Understanding data science facilitates critical examination of questions in different parts of society and supports informed data-driven decision-making.

DS.1      The student will identify specific examples of societal problems that can be effectively addressed using data science.

DS.2      The student will be able to formulate a top down plan for data collection and analysis based on the context of a problem.

**Data and Ethics** - Ethical implications may result from the types of methods used for data collection, processing, representation, analysis and use.

- DS.3 The student will recognize the importance of data literacy in global citizenship and develop an awareness of how the analysis of data can be used to affect positive changes and mitigate negative consequences.
- DS.4 The student will be able to identify biases in the data collection process, and understand the basic ethical implications and privacy issues surrounding data collection.

**Data and Communication** - Data visualizations are used to communicate insights about complex data sets to support an audience in making decisions.

- DS.5 The student will use storytelling as a strategy to effectively communicate with data.
- DS.6 The student will justify the design, use and effectiveness of different forms of data visualizations.

**Data Modeling** – Mathematical models are used to predict future, unobserved data values.

- DS.7 The student will be able to assess reliability and validity of source data in preparation for mathematical modeling.
- DS.8<sup>†</sup> The student will be able to acquire and prepare big data sets for modeling and analysis.
- DS.9<sup>†</sup> The student will select and analyze data models to make predictions, while assessing accuracy and sources of uncertainty.
- DS.10<sup>†</sup> The student will be able to summarize and interpret data represented in both conventional and emerging visualizations.
- DS.11 The student will use hypothesis formulation and testing to extract actionable knowledge directly from data.

**Data and Computing** – Technology is used to effectively prepare, analyze and communicate with data.

- DS.12<sup>†</sup> The student will be able to select and utilize appropriate technological tools and functions within those tools to process and prepare data for analysis.
- DS.13<sup>†</sup> The student will be able to select and utilize appropriate technological tools and functions within those tools to analyze and communicate data effectively.

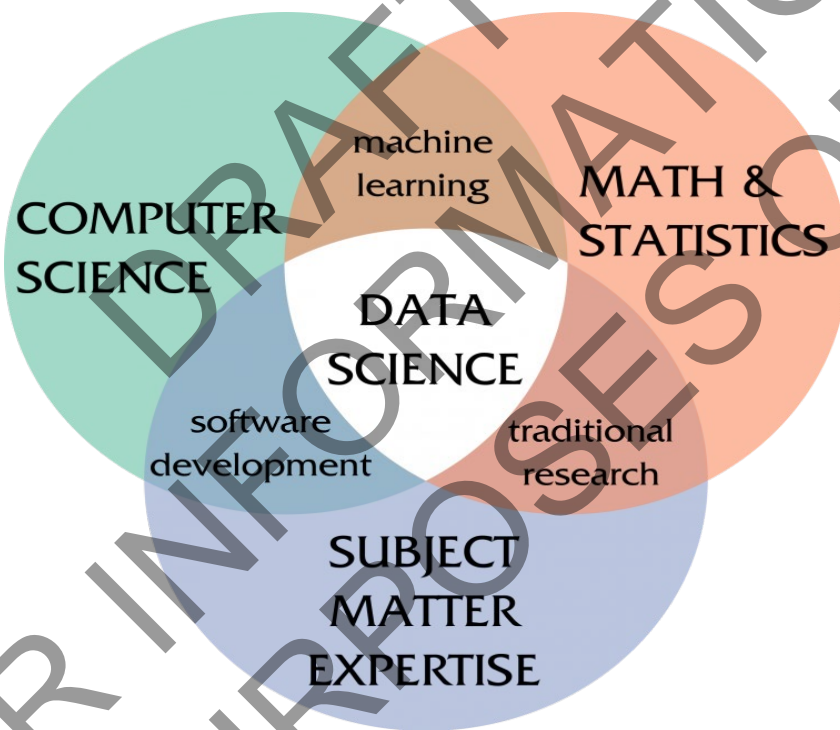


# Secondary Course Proposals

Recommendation to the School Board  
From the Department of Teaching and Learning  
March 22, 2022

# Data Science: What is it?

The field of study that combines domain expertise, programming skills, and knowledge of mathematics and statistics to extract meaningful insight from data.



# Data Science Standards

The ***Data Science Standards of Learning*** proposed by the VDOE include the following strands:

- **Data and Society** - Understanding data science facilitates critical examination of questions in different parts of society and supports informed data-driven decision making.
- **Data and Ethics** - Ethical implications may result from the types of methods used for data collection, processing, representation, analysis, and use.
- **Data and Communication** - Data visualizations are used to communicate insights about complex data sets to support an audience in making decisions.
- **Data Modeling** - Mathematical models are used to predict future, unobserved data values.
- **Data and Computing** - Technology is used to effectively prepare, analyze, and communicate with data.

# Who should take Data Science?

This course is targeted to a wide range of students. If a student matches any of the following, they may be interested in the Course:

- Curious about exploring the intersection of mathematics, statistics, computer science, and information technology.
- Has future career goals in business, communications, energy, finance, government & public administration, information technology, law, public safety, STEM, transportation, or distribution & logistics;
- Interested in asking open-ended questions of choice that can be explored through data in a project on a topic of interest;
- Eager to explore the variety of ways that data can be visually displayed and explained.

# Targeted Pilot: Expanding Opportunities



## Aligned to Compass to 2025:

- Expand authentic learning opportunities for students. (Goal 3.1)
- Provide additional opportunities for student to engage in Computer Programming and Statistics. (Goal 1.4)

## Aligned to Academy Vision and Goals

- **Ocean Lakes (MSA):** Provide an additional elective for students to engage in higher level mathematics.
- **Kempsville (EBA):** Provides access to mathematical experiences that have altered how businesses operate.
- **Landstown (STEM):** Students could further explore the intersection of mathematics and IT through Data Science



## Journalism IV

Journalism IV offers continued practical experience in print and online media for the trained journalist through a workshop format in newspaper reporting and editing.

Students will exhibit leadership skills by ....

- producing, editing, publishing and managing articles for student publications
- bearing personal responsibility for understanding the ethics and laws
- producing a culminating portfolio of his/her journalism career.



## **Journalism IV: Major Learning Objectives**

- 1.1 Indicate familiarity with the history and the legal and ethical aspects of journalism.
- 1.2 Learn the role of mass communication within our society and the world.
- 1.3 Demonstrate proficiency in a variety of journalistic writing styles.
- 1.4 Familiarize themselves with available resources pertaining to computer software, photography, and other technology which enhance production and increase the impact of the publication.

# Journalism IV

## Alignment to Compass to 2025

- Expand authentic learning opportunities for students. (Goal 3.1)
- Ensure there are explicit connections within the curriculum to the 5Cs and the attributes in the division's Graduate Profile and use the curriculum in all areas of study to support students' acquisition of these skills and attributes. (Goal 1.6)

## Graduate Profile

- Communicators and Collaborators
- Thinkers and Inquirers
- Problem Solvers and Creators

## Journalism IV

- Supports students with changes to the HS schedule
- Reflected on high school transcript
- Over 5 high schools interested in offering
- Meeting the needs of students
- No budgetary impact



# Secondary Course Proposals

Recommendation to the School Board  
From the Department of Teaching and Learning  
March 22, 2022



**Subject:** New Course Proposal: Journalism IV **Item Number:** 12C-2

**Section:** Information **Date:** March 22, 2022

**Senior Staff:** Kipp D. Rogers, Ph.D., Chief Academic Officer, Department of Teaching and Learning

**Prepared by:** Angela Seiders, Executive Director Secondary, Department of Teaching and Learning

Cameron Vadersen-Jacob, Secondary English Coordinator

**Presenter(s):** Angela Seiders, Executive Director Secondary, Department of Teaching and Learning

**Recommendation:**

That the School Board receive information regarding the proposed course *Journalism IV* and corresponding standards for implementation in the 2022-2023 school year.

**Background Summary:**

The proposed *Journalism IV* course would serve as a higher-level journalism elective credit for students in the division. The course is specifically designed for students who have completed Journalism I, II and III, but wish to further develop their journalistic knowledge of writing, editing, and producing various publications. Students will serve in a leadership position and demonstrate their growth as a journalist by curating a portfolio which can be used in post-high school opportunities.

**Source:**

N/A

**Budget Impact:**

There is no budget impact to implement this course.

## **Course Proposal**

### **COURSE DESCRIPTION**

The course offers continued practical experience in print and online media for the trained journalist through a workshop format in newspaper reporting and editing. Students apply and refine the principles learned in Journalism I, II, and III by producing, editing, publishing and managing articles for the public for the online formats of the student newspaper. The course stresses advanced journalistic and expository writing skills in addition to intense application of written conventions, word usage, grammar and style rules as carried out in all phases of the production of the school newspaper. Students participate in all phases of production, including but not limited to; write and edit in journalistic format; design and layout advertising; edit and lay out copy in WordPress, Instagram and school bathroom bulletin; take, film, and edit photographs and videos. The students must be committed to deadlines and be willing to take initiative and responsibility; all Journalism IV students must hold a leadership position on the staff, sharing expertise and leading by example for newer journalists. Instruction regarding ethics and law surrounding reporting, writing, and digital journalism are a daily part of the newsroom. Advice is always available to support the journalists, but each student bears the personal responsibility for understanding and being faithful to the laws and technical issues that affect journalists. As a culminating experience, students will produce a curated portfolio of works demonstrating their strengths, experiences, and growth as a journalist and throughout their journalistic experiences.

### **PREREQUISITE**

Journalism I, II and III

### **OPTIONS FOR NEXT COURSE: N/A**

### **REQUIRED STUDENT TEXTBOOK**

News Reporting and Writing, Tenth Edition, Melvin Mencher

### **READING SELECTIONS**

Newspapers and magazines from other schools in the city, state, and nation. Online journalism formats.

### **THE KNOWLEDGE, SKILLS, AND ATTITUDES THAT COMPRISE THE JOURNALISM IV COURSE ARE SUMMARIZED AS FOLLOWS FROM THE CURRICULUM:**

#### **SKILLS AND CONCEPTS**

- Participating in planning the content and tone of a publication, leading brainstorming sessions.
- Demonstrating advanced proficiency in a variety of journalistic writing genres.
- Demonstrating skill for packaging articles on WordPress online media site, adding sidebars, photos, videos, creating polls, a variety of headlines.
- Evaluating journalistic products across U.S. and award winning VHSL newspapers; participating in the VHSL evaluation process and editor meetings for staff needs and demands (press passes, t-shirts, website badges and other online/Instagram site demands).
- Demonstrating proficiency in interviewing.
- Writing articles based on research (interviews, library research, polls, surveys, consumer reports).
- Copyreading, proofreading, editing copy accurately before, during, and after publication round.
- Curation of a body of work representing a student's journalistic experience while in high school.

## **MAJOR LEARNING OBJECTIVES**

### **1.1 Indicate familiarity with the history and the legal and ethical aspects of journalism.**

E 1.1.1 Understand the concepts applicable to laws and ethics governing the press.

### **1.2 Learn the role of mass communication within our society and the world.**

E 1.2.1 Understand why mass communication is important to modern living.

### **1.3 Demonstrate proficiency in a variety of journalistic writing styles.**

E 1.3.1 Develop skills in news gathering.

E 1.3.2 Cultivate awareness of audience and purpose.

E 1.3.3 Write straight news articles, features, editorials, and commentaries consistent with journalistic standards.

E 1.3.4 Provide focus with appropriate captions and headlines.

### **1.4 Familiarize themselves with available resources pertaining to computer software, photography, and other technology which enhance production and increase the impact of the publication.**

E 1.4.1 Use available computer software and other technology in production of the publication.



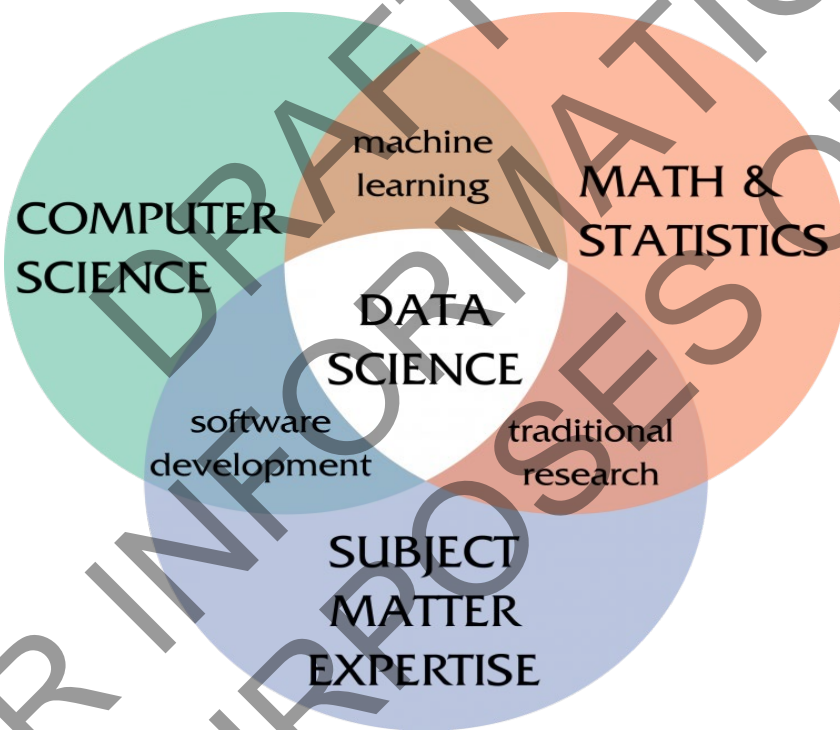
# Secondary Course Proposals

Recommendation to the School Board  
From the Department of Teaching and Learning  
March 22, 2022



# Data Science: What is it?

The field of study that combines domain expertise, programming skills, and knowledge of mathematics and statistics to extract meaningful insight from data.



# Data Science Standards

The ***Data Science Standards of Learning*** proposed by the VDOE include the following strands:

- **Data and Society** - Understanding data science facilitates critical examination of questions in different parts of society and supports informed data-driven decision making.
- **Data and Ethics** - Ethical implications may result from the types of methods used for data collection, processing, representation, analysis, and use.
- **Data and Communication** - Data visualizations are used to communicate insights about complex data sets to support an audience in making decisions.
- **Data Modeling** - Mathematical models are used to predict future, unobserved data values.
- **Data and Computing** - Technology is used to effectively prepare, analyze, and communicate with data.

# Who should take Data Science?

This course is targeted to a wide range of students. If a student matches any of the following, they may be interested in the Course:

- Curious about exploring the intersection of mathematics, statistics, computer science, and information technology.
- Has future career goals in business, communications, energy, finance, government & public administration, information technology, law, public safety, STEM, transportation, or distribution & logistics;
- Interested in asking open-ended questions of choice that can be explored through data in a project on a topic of interest;
- Eager to explore the variety of ways that data can be visually displayed and explained.

# Targeted Pilot: Expanding Opportunities



## Aligned to Compass to 2025:

- Expand authentic learning opportunities for students. (Goal 3.1)
- Provide additional opportunities for student to engage in Computer Programming and Statistics. (Goal 1.4)

## Aligned to Academy Vision and Goals

- **Ocean Lakes (MSA):** Provide an additional elective for students to engage in higher level mathematics.
- **Kempsville (EBA):** Provides access to mathematical experiences that have altered how businesses operate.
- **Landstown (STEM):** Students could further explore the intersection of mathematics and IT through Data Science



## Journalism IV

Journalism IV offers continued practical experience in print and online media for the trained journalist through a workshop format in newspaper reporting and editing.

Students will exhibit leadership skills by ....

- producing, editing, publishing and managing articles for student publications
- bearing personal responsibility for understanding the ethics and laws
- producing a culminating portfolio of his/her journalism career.

## **Journalism IV: Major Learning Objectives**

- 1.1 Indicate familiarity with the history and the legal and ethical aspects of journalism.
- 1.2 Learn the role of mass communication within our society and the world.
- 1.3 Demonstrate proficiency in a variety of journalistic writing styles.
- 1.4 Familiarize themselves with available resources pertaining to computer software, photography, and other technology which enhance production and increase the impact of the publication.

# Journalism IV

## Alignment to Compass to 2025

- Expand authentic learning opportunities for students. (Goal 3.1)
- Ensure there are explicit connections within the curriculum to the 5Cs and the attributes in the division's Graduate Profile and use the curriculum in all areas of study to support students' acquisition of these skills and attributes. (Goal 1.6)

## Graduate Profile

- Communicators and Collaborators
- Thinkers and Inquirers
- Problem Solvers and Creators

## Journalism IV

- Supports students with changes to the HS schedule
- Reflected on high school transcript
- Over 5 high schools interested in offering
- Meeting the needs of students
- No budgetary impact





# Secondary Course Proposals

Recommendation to the School Board  
From the Department of Teaching and Learning  
March 22, 2022



**Subject:** Disposition of School Board Owned Property (Laskin Road Annex) **Item Number:** 12D

**Section:** Information **Date:** March 22, 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 attached Resolution and 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).

**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 is scheduled to be held on April 5, 2022.

**Source:**

§22.1-129(A)

**Budget Impact:**

CIP \$7,000,000 to School Board

**RESOLUTION REGARDING THE SALE OF SCHOOL BOARD PROPERTY  
LOCATED AT 1413 LASKIN ROAD**

**WHEREAS**, the School Board of the City of Virginia Beach (the "School Board") is the owner of a parcel of land consisting of approximately 12.41 acres, located at 1413 Laskin Road and identified as parcel GPIN 2417-18-3772, which in recent years was used as the Laskin Road Annex and is more particularly described on Exhibit A, attached hereto and made a part of this Resolution (the "School Board Property");

**WHEREAS**, a Request for Proposals was issued on June 20, 2021, and after a committee made up of representatives from the City of Virginia Beach and Virginia Beach City Public Schools evaluated all the proposals and conducted interviews among the top four proposals, Franklin Johnston Group Management & Development, LLC ("Franklin Johnston") was selected as the preferred respondent;

**WHEREAS**, Franklin Johnston's proposal includes purchasing the School Board Property to construct a mixed-use development, including apartments, approximately 50,000 square feet of office, approximately 6,000 square feet of retail, a 5,000 (+/-) square-foot restaurant, structured parking, and related amenities and surface parking (the "Project");

**WHEREAS**, Virginia Code §22.1-129 allows the School Board to sell real property that it determines it has no future use for, and the School Board has held a public hearing on April 5, 2022 to take public comment on the proposed sale of the School Board Property to Franklin Johnston or its related development company, TFJG Canopy LLC, and retention of the proceeds therefrom; and

**WHEREAS**, due to the determination that the School Board Property is no longer needed for educational purposes, and the expected benefits that will be derived from the Project for the citizens of Virginia Beach, the School Board is of the opinion that sale of the School Board property to Franklin Johnston would be in the public interest and a benefit to all parties.

**NOW THEREFORE BE IT RESOLVED that:**

1. In accordance with Virginia Code §22.1-129, the School Board finds that it does not have further use for the School Board Property located at 1413 Laskin Road, GPIN 2417-18-3772, as more particularly described on Exhibit A, and determines that it should be declared surplus and may be sold, so long as the City Council allows the School Board to retain the proceeds from the sale.
2. The School Board Property is authorized to be sold to Franklin Johnston or its related development company, TFJG Canopy LLC, and the total amount of compensation to be paid for the School Board Property for this transaction is \$7,000,000.00.
3. Should the City Council of Virginia Beach authorize the School Board to retain the proceeds from this sale, the funds shall be allocated towards the School Board's capital improvement program.
4. Additionally, the School Board authorizes the Chair or her designee to execute any and all documents necessary to complete the above-referenced transaction, so long as they are substantially consistent with the terms set forth above and have been deemed by the attorney for the School Board to be legally sufficient.

Adopted by the School Board this 26<sup>th</sup> day of April 2022

\_\_\_\_\_  
Carolyn T. Rye, Chair

ATTEST:

\_\_\_\_\_  
Regina M. Toneatto  
Clerk of School Board

## **Exhibit A**

### **Legal Description of School Board Property to be Conveyed**

ALL THAT certain lot, tract or parcel of land, together with the improvements thereon, situate, lying and being in the City of Virginia Beach, Virginia, designated and described as "AREA – 12.785 ACRES" on that certain plat entitled "MAP OF LANDS TO BE ACQUIRED FROM EUREKA BRICK CO., ON LASKIN ROAD NEAR GREAT NECK CREEK, PRINCESS ANNE COUNTY, VA.," dated April 22, 1954, and recorded in the Clerk's Office of the Circuit Court of the City of Virginia Beach, Virginia in Map Book 36, at page 36.

LESS AND EXCEPT all that certain lot, tract or parcel of land designated and described as "Pumping Station Site" on that certain plat entitled "Plat Showing Pumping Station Site from School Board of the City of Virginia Beach, Virginia" recorded in the aforesaid Clerk's Office in Map Book 114, at page 55 conveyed to the City of Virginia Beach and more particularly described by that certain deed dated the 9<sup>th</sup> day of November, 1970, and recorded in the aforesaid Clerk's Office in Deed Book 1183, at page 159.

LESS AND EXCEPT all that certain public right-of-way conveyed to the City of Virginia Beach as shown in the aforesaid Clerk's Office in Map Book 221, at page 61.

LESS AND EXCEPT and SUBJECT TO all that certain public right-of-way and those certain permanent easements, respectively, acquired by the Virginia Department of Transportation as shown in the aforesaid Clerk's Office as Instrument Number 200400157022.

LESS AND EXCEPT a 50' x 45' Site 2,250 Sq. Ft. or 0.05165 Ac. on Fremac Drive to maintain and be a replacement site for the existing Pump Station on Fremac Drive.

SUBJECT TO all those certain permanent easements acquired by the Virginia Department of Transportation as shown in the aforesaid Clerk's Office as Instrument Number 201100105530.

SUBJECT TO all those certain temporary construction easements acquired by the Virginia Department of Transportation as shown in the aforesaid Clerk's Office as Instrument Number 201900028208.

SUBJECT TO such public easements and rights that are necessary to maintain existing public utilities, including (1) 15'-wide easements for utilities along (a) the easternmost boundary of the School Board Property adjoining the western public right-of-way line of Fremac Drive, from Laskin Road to the southern boundary of the School Board Property, and (b.) on the portion of the School Board Property along the southern boundary of the aforesaid Pump Station Site (GPIN: 2417-18-9601); (2) To the extent drainage has not been picked up by the VDOT Laskin Road project currently under construction at the time of this Agreement, a 20'-wide Drainage Easement centered over the 12" stormwater pipe(s) and the 15" stormwater pipe(s) at the northeast corner of the Property; and (3) a Right of Entry extending 60 days after acquisition to disconnect VBCPS communication fiber.

IT BEING a portion of the same property conveyed to 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, formerly the County School Board of Princess Anne County, by Deed dated April 24, 1954 from Eureka Brick Company, Incorporated, and recorded in the aforesaid Clerk's Office in Deed Book 359, at page 33.

## **PURCHASE AGREEMENT**

THIS PURCHASE AGREEMENT (this “Agreement”), is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2022, 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 and/or assigns (“Buyer”).

### **RECITALS**

A. Seller owns an approximate 12.41-acre tract of land and improvements thereon located at 1413 Laskin Road, Virginia Beach, Virginia (GPIN: 2417-18-3772) (the “Property”), which is more particularly described on the attached **Exhibit A**, which is made a part of this Agreement.

B. A Request for Proposals was issued on June 20, 2021, and after reviewing all responses, Seller determined that Buyer’s proposal to develop the Property was in the best interests of the School Board and the public.

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 6,000 square feet of retail, an approximate 5,000 square-foot restaurant, 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.

D. Buyer desires to purchase from Seller, and Seller desires to sell to Buyer, all of Seller’s right, title and interest in and to the Property for the purpose of constructing certain buildings, infrastructure, and other improvements comprising the Intended Use.

E. Buyer and Seller are entering into this Agreement to set forth their mutual rights and obligations with respect to the Property and the Intended Use.

### **AGREEMENT**

Based on the recitals set forth above, which are incorporated herein by this reference as if restated in full, for and in consideration of the sum of Ten Dollars (\$10.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree and covenant as follows:

#### **Article 1.**

#### **Sale and Purchase of Property**

**Section 1.1. Sale and Purchase.** Pursuant to the terms and conditions of this Agreement, Seller agrees to sell, and Buyer agrees to purchase the Property, together with all improvements, easements, leases, licenses, approvals, permits, rights-of-way, and appurtenances belonging to the Property, provided the same do not render title uninsurable or unmarketable.

**Section 1.2. Purchase Price.** The purchase price of the Property (the “Purchase Price”) shall be Seven Million and No/100 Dollars (\$7,000,000.00). At Closing (as hereinafter defined) Buyer shall pay in cash or other immediately available funds the Purchase Price less any portion of the Deposit (and any Extension Deposit(s), if applicable) that is to be applied to the Purchase Price at Closing under the terms of this Agreement.

**Section 1.3. Deposit.** Within five (5) business days after full execution of this Agreement, Buyer shall deposit One-Hundred Thousand and No/100 Dollars (\$100,000.00) (the “Deposit”) with BridgeTrust Title Company (“Escrow Agent”), who shall hold the Deposit in an interest-bearing, federally insured account, with interest accruing on the Deposit to be considered the property of Buyer. Upon the expiration of the Study Period (as hereinafter defined), and so long as this Agreement has not been sooner terminated by Buyer pursuant to the terms hereof, a Twenty-Five Thousand Dollar (\$25,000.00) portion of the Deposit shall become non-refundable to Buyer (except in the case of Buyer’s termination of this Agreement pursuant to Sections 2.4, 6.1, 7.1, 8.1, or 8.2, below). Upon the expiration of the Approvals Period (as hereinafter defined), and so long as this Agreement has not been sooner terminated by Buyer pursuant to the terms hereof, the remaining Seventy-Five Thousand Dollar (\$75,000.00) portion of the Deposit shall become non-refundable to Buyer (except in the case of Buyer’s termination of this Agreement pursuant to Sections 6.1, 7.1, 8.1, or 8.2, below). Unless previously distributed in accordance with this Agreement, the Deposit shall be applied to the Purchase Price at Closing.

**Section 1.4. Prorations.** Buyer and Seller shall prorate and apportion all the following costs and expenses as of the Closing Date (as hereinafter defined) according to their respective periods of ownership of the Property: state and local ad valorem taxes (with any applicable penalties, late fees, or interest accruing thereon being paid by Seller); special or general assessments; utility charges including, but not limited to, water, storm and sanitary sewer charges; and all other items customarily prorated.

**Section 1.5. Roll Back Taxes.** Seller shall be responsible for any and all rollback taxes, if any, applicable to the Property as a result of the transaction contemplated herein.

## **Article 2. Study Period**

### **Section 2.1. Buyer’s Studies/Wetlands Confirmation.**

a. **Study Period.** Upon the full execution of this Agreement, and for a period of ninety (90) days thereafter (the “Study Period”), Buyer and its agents may enter and access the Property and perform any tests, evaluations, studies or reports including, without limitation, the following: title examination, appraisal, physical survey, soil borings or testing, compaction tests, environmental inspections, engineering studies, topographic inspections, economic feasibility studies, land planning and engineering, and any other studies or reports Buyer shall deem necessary or desirable in connection with Buyer’s contemplated purchase of the Property (collectively, “Studies”). Such tests, evaluations, studies or reports shall be conducted in such a manner as to minimize damage to the Property. Buyer shall maintain commercially reasonable insurance coverage for its due diligence activities naming Seller as additional insured.

b. **Seller’s Provision of Studies.** Within ten (10) days after full execution of this Agreement, Seller shall deliver to Buyer all Studies in the possession of Seller or the City of

Virginia Beach, including, without limitation, the following: the most recent title policy for and survey of the Property, the organizational and/or governing documents of Seller, any environmental reports performed with respect to the Property, any engineering reports performed with respect to the Property, any wetlands studies, delineations, or determinations performed with respect to the Property, and any documents or agreements affecting or encumbering the Property whether or not they appear in the public land records.

**Section 2.2. Indemnification.** Buyer shall indemnify, defend and hold Seller harmless from and against all cost, loss, damage and expense, including reasonable attorneys' fees, arising out of any Studies conducted by or at the request of Buyer upon the Property; however, no individual member or manager of Buyer shall be held liable in accordance with the aforementioned indemnification. The indemnification contained in this Section does not include indemnification for loss, cost or expense resulting solely from any unfavorable test results or the discovery of any undesirable existing conditions on the Property, including, without limitation, any loss resulting from any decrease in the fair market value of all or any portion of the Property, or the inability of Seller to market the Property due solely to any such discovery or unfavorable test results. This Section 2.2 shall survive Closing and/or the earlier termination of this Agreement.

**Section 2.3. Termination During Study Period.** If Buyer is dissatisfied with the results of any of the Studies for any or no reason, or if Buyer determines, in Buyer's sole discretion, that all or a portion of the Property is unsuitable to Buyer for any reason including, without limitation, economic feasibility, then Buyer may terminate this Agreement on or before the expiration of the Study Period by giving written notice to Seller. In such event, the Escrow Agent shall refund the Deposit to Buyer, and this Agreement shall terminate and become null and void, at which time the parties shall have no further rights or obligations to one another other than those that expressly survive the termination of this Agreement pursuant to the terms hereof.

**Section 2.4. Title Objections.** Notwithstanding Buyer's right to terminate this Agreement during the Study Period, if Buyer determines there are objectionable matters discovered during a title examination and/or survey of the Property (collectively, "Objections"), then, on or before the expiration of the Study Period, Buyer shall have the right to notify Seller of its Objections in writing. Within ten (10) days after receipt of Buyer's notice, Seller shall elect in writing to either (a) cure the Objections, in which case Seller shall have a reasonable period of time to complete its cure, or (b) not cure all of the Objections. If Seller fails to make an election within such ten (10) day period or elects not to cure all of the Objections, then Buyer may elect to terminate this Agreement by giving Seller written notice thereof within ten (10) days after Seller fails to make an election or Seller's election not to cure the Objection(s), in which event Escrow Agent shall refund the Deposit to Buyer, and this Agreement shall terminate and become null and void. If Buyer does not inform Seller of its election to terminate within the ten (10) day period set forth in the immediately preceding sentence, then Buyer shall be deemed to have waived the Objection(s) and shall thereafter proceed to perform its obligations set forth in this Agreement.

### **Article 3. Governmental Approvals**

**Section 3.1. Approvals Period.** Seller and Buyer acknowledge that the development of Buyer's Intended Use will require approval by the Virginia Beach City Council ("City Council") of a conditional re-zoning to an appropriate zoning classification and submitted with a development plan substantially similar to the Concept Plan (the "Re-Zoning"), together with other

governmental approvals Buyer deems necessary in its sole discretion (including, without limitation, final site plan approval and building permits) (the "Approvals"). Buyer shall have a period of two hundred seventy (270) days after the expiration of the Study Period (the "Approvals Period") within which to obtain the Approvals (subject to conditions and/or exactions acceptable to Buyer in Buyer's sole discretion) at Buyer's sole cost and expense. If Buyer is unable to obtain the Approvals (subject to conditions and/or exactions acceptable to Buyer in Buyer's sole discretion), then Buyer may elect to terminate this Agreement by giving Seller written notice thereof within five (5) business days after the expiration of the Approvals Period, in which event this Agreement shall become null and void, the parties shall have no further rights or obligations to one another, and the Deposit shall be distributed as follows: a \$75,000 portion of the Deposit shall be returned to Buyer and a \$25,000 portion of the Deposit shall be paid to Seller. If Buyer does not terminate this Agreement within five (5) business days after the expiration of the Approvals Period, then Buyer shall be deemed to have waived its right to terminate this Agreement pursuant to this Section 3.1; provided, however, that if the Re-Zoning has not been approved by City Council and Buyer nevertheless proceeds to Closing, then Seller shall have the right to approve any development plan for the Property that is not substantially similar to the Concept Plan, which right shall survive Closing through the granting of a certificate of occupancy for the approved new use. Buyer agrees that the site plan approved by the City of Virginia Beach as part of the Re-Zoning (pursuant to proffered conditions that will run with the land and be binding upon subsequent title holders to the Property) will be substantially similar to the Concept Plan and reflect the Intended Use, subject to reasonable and minor modifications required by (w) the findings of Buyer's Studies (ie: title or survey issues), (x) the City Council in connection with the Re-Zoning, (y) civil engineering requirements of the site, or (z) requirements imposed by Buyer's lender. Additionally, the improvements constructed on the Property in connection with the Intended Use will be in conformance with plans approved by the City of Virginia Beach as part of the Re-Zoning and final site plan approval processes.

**Section 3.2. Cooperation.** Seller and Buyer, and their respective agents, employees and contractors, shall act in good faith and use commercially reasonable efforts to cooperate in the preparation, submission and approval of an application (and other associated materials) for the Re-Zoning and/or the other Approvals. Such cooperation shall include, but not be limited to, the signing and returning of any application or agreement reasonably required to obtain the Re-Zoning and/or other Approvals without unreasonable delay. Nothing in this Agreement shall grant or be interpreted to mean any public process or approval will be handled differently than applications where the Seller is not a public body. The inclusion of the Concept Plan in this Agreement shall not be deemed to be pre-approval or a commitment to approve the development by any public body reviewing it, and the Re-Zoning is an independent, public process to be evaluated solely in the normal course of planning and zoning approvals.

## **Article 4.**

### **Conveyance of Property**

**Section 4.1. Closing.** Unless earlier terminated pursuant to the terms hereof, the consummation of the transaction contemplated by this Agreement ("Closing") shall occur on the date that is sixty (60) days after the date of expiration of the Approvals Period (the "Closing Date"). Closing shall occur at the offices of Seller's counsel or the offices of the Escrow Agent or by mail, as Buyer and Seller may mutually agree, and all deliveries required by Seller and Buyer hereunder shall be made to the Escrow Agent, who shall settle the transaction contemplated by this



Agreement. Buyer may extend the Closing Date for up to three (3) periods of thirty (30) days each (each an “Extension Period”) by delivering to Seller a written notice of extension prior to the then current Closing Date, and simultaneously delivering to the Escrow Agent the sum of Fifteen Thousand and No/100 Dollars (\$15,000.00) (each an “Extension Deposit”) (which Extension Deposit(s) shall be immediately nonrefundable to Buyer and shall be applied to the Purchase Price at Closing).

**Section 4.2. Buyer’s Right to Expedite Closing Date.** Notwithstanding any other provision contained in Section 4.1, above, Buyer shall have the right to settle this transaction prior to the Closing Date on a date assigned by Buyer, provided that (i) all conditions contained in Article Six of this Agreement have been either satisfied or waived in writing by the party having authority to do so, and (ii) Buyer has given Seller ten (10) days’ written notice prior to the new date of Closing.

**Section 4.3. Seller’s Deliveries at Closing.** Unless an earlier date is specified in this Section, on or before the Closing Date, Seller shall, at its own expense, prepare and deliver, in addition to any other document required to be delivered by Seller under the terms of this Agreement, the following to the settlement agent conducting the Closing:

a. Deed and Possession. A duly executed and authorized special warranty deed conveying the Property to Buyer, as set forth herein, together with possession of the Property, free and clear any liens, encumbrances, or rights of possession (including but not limited to Objections Seller elects to cure but fails to cure prior to closing, and/or title matters arising after the expiration of the Study Period) other than those deemed waived by Buyer pursuant to Article 2, above. Seller shall submit a deed for Buyer’s review prior to Closing.

b. Owner’s Affidavit. A duly executed affidavit, in a reasonable form prescribed by the title insurance company used by Buyer, certifying that the Property is not subject to any unrecorded agreements, leases or rights of possession, and that no work has been performed upon the Property prior to Closing that would allow a mechanic’s, laborers’ or materialmen’s lien to attach to the Property.

c. Tax Forms. A duly-executed residency status tax reporting form reasonably required by Buyer, Buyer’s title company, or the settlement agent conducting Closing, including, without limitation, Virginia Form R-5 or R-5E, a FIRPTA form certifying Seller is not a “foreign person,” as defined by Section 1445 of the Internal Revenue Code, an IRS Form 1099 or 1099-S, and any other forms required to be produced to tax authorities in connection with the transfer of the Property.

d. Seller’s Closing Costs. Seller shall pay Seller’s attorney’s fees, any applicable grantor’s taxes, and any prorations due from Seller for the period of Seller’s ownership of the Property prior to and including the Closing Date.

e. Authorizations. Prior to Closing, Seller shall deliver (to the extent applicable) certified copies of Seller’s organizational documents, resolutions, or other evidence acceptable to Buyer’s counsel and its title company demonstrating Seller’s authority to convey the Property to Buyer.

f. Miscellaneous Documents. Prior to Closing, Seller shall deliver any other document(s) reasonably required by Buyer's title company or lender to the extent that such documents do not result in (i) material financial obligation(s) to Seller or (ii) Seller having to produce documents not in its possession or control.

**Section 4.4. Buyer's Deliveries at Closing**. At Closing, and in addition to any other items required to be delivered under the terms of this Agreement, Buyer shall deliver or cause to be delivered to the Escrow Agent the following:

a. Purchase Price. By wire transfer, certified check, or other immediately-available funds, the balance of the Purchase Price due from Buyer, as adjusted by the amount of the Deposit (and any Extension Deposit(s), if applicable).

b. Buyer's Closing Costs. In addition to the Purchase Price, Buyer shall pay the cost of recording the deed, any transfer taxes, costs and expenses of Buyer's attorneys, engineers, surveyors, title insurers or other professionals engaged by Buyer in connection with the Studies or other evaluations of the Property.

**Section 4.5 Right of Entry; Demolition of Existing Improvements**.

a. Grant of Right of Entry. If the Re-Zoning has been completed and no appeals are pending, then commencing on the date that is 31 days after City Council approves the Re-Zoning, and continuing until the first anniversary thereof (the "Right of Entry Term"), Seller grants and conveys to Buyer (together with its employees, agents, and/or contractors) a temporary, non-exclusive right and license (the "Right of Entry") to enter those portions of the Property reasonably necessary to perform the demolition and removal of the existing building(s) located on the Property down to the concrete slab foundation (which, together with all parking and sidewalk surfaces, must remain in place until Closing), together with associated above-ground infrastructure (the "Demolition Work"). Buyer will have the right, but not the obligation, to perform the Demolition Work during the Right of Entry Term, and, if performed (i) Buyer will cause the Demolition Work to be performed at Buyer's sole cost and expense, (ii) once commenced, the Demolition Work will be pursued diligently to completion, and (iii) the Demolition Work will be performed in a good and workmanlike manner, in compliance with all applicable codes and regulations. Prior to commencing the Demolition Work, Buyer must provide written notice to Seller at least seventy-two (72) hours-notice in advance.

b. Insurance/Indemnification. During the Right of Entry Term, Buyer will maintain Commercial General Liability Insurance with a combined single limit of not less than \$2,000,000 per occurrence for injury to or death of persons and damage to or loss or destruction of property. In addition, said policy shall be endorsed to name Seller as an additional insured. Such insurance shall be effected under a valid and enforceable policy issued by an insurer licensed to provide insurance in the Commonwealth of Virginia. Prior to commencing any Demolition Work contemplated by this Right of Entry, Buyer shall provide Seller with an insurance certificate naming Seller as an additional insured. Said certificate of insurance shall state that coverage shall not be suspended, voided, cancelled, or reduced in coverage or limits. Buyer will at all times protect, indemnify and hold harmless Seller from and against all liabilities, obligations, claims, damages, penalties, liens, causes of action, costs and expenses (including, without limitation, reasonable attorney's fees and expenses) imposed upon or incurred by the Seller that arise from

Buyer's use of the Right of Entry and/or Buyer's performance of the Demolition Work, except as may result in whole or in part from Seller's sole negligence or willful misconduct to the extent permitted by applicable law. Buyer's indemnification obligations under this Agreement shall survive the expiration or termination of this Agreement for a period of two (2) years. Buyer shall require its invitees, agents, contractors, subcontractors or suppliers (the "Contractors") accessing the Property under this Right of Entry to obtain insurance with commercially reasonable limits naming Seller as an additional insured.

c. Duty to Release Liens. Buyer will not cause, suffer or permit, and shall have no authority to create, any liens of any nature, including but not limited to for labor or materials upon the Property. If a lien is filed (by Buyer or any third party entering the Property under the direction of Buyer as permitted on under this Right of Entry), Buyer will notify Seller in writing within five (5) days of Buyer's receipt of notice of such lien. Buyer may contest the lien in good faith, but even if Buyer contests the lien, within ten (10) days after the lien is filed, Buyer will have the lien released of record by payment, bond, court order, or otherwise. Further, all indemnification provisions imposed under this Right of Entry shall expressly apply to the costs, expense, and liability related to discharging any liens placed upon the Property.

## **Article 5.**

### **Representations and Warranties**

**Section 5.1. Seller's Representations.** Seller represents and warrants to Buyer as follows with respect to that portion of the Property owned by that Seller as of the date of Closing:

a. Authorization. Seller has the lawful right, power, authority and capacity to sell the Property to Buyer in accordance with the terms of this Agreement, without the approval or authorization of any other party.

b. Ownership. Seller owns good and marketable fee simple title to the Property, and the Property is not subject to any (i) unrecorded deeds, leases, easements, licenses, or other rights; (ii) rights of parties in possession, other than Seller; or (iii) option contract, right of first refusal, or other contract pursuant to which any other party has any right to purchase an interest in the Property. VDOT has rights to temporarily use the Property for parking, which rights will be terminated in advance of Closing.

c. Title. Seller shall convey good and marketable fee simple title to the Property to Buyer, free and clear of all liens, leases, encumbrances, judgments, or charges of any kind that are not otherwise accepted by Buyer in writing or waived by Buyer pursuant to Article Two above.

d. No Agreements Violated. The execution of this Agreement, and the consummation of the purchase contemplated hereby, are consistent with and not in violation of any contract, agreement, or other obligation to which Seller is a party.

e. Violations of Law. To the Seller's actual knowledge as of the date of this Agreement, there are no current, pending, or threatened actions against the Seller or the Property arising out of the violation or alleged violation of any federal, state or local law, regulation, rule, or ordinance including, but not limited to, any environmental law, subdivision ordinance or zoning ordinance, and Seller represents and warrants there shall be none at closing. As of the date of this

Agreement, Seller is unaware of any present or threatened condemnation or eminent domain proceeding affecting the Property.

f. Environmental Matters.

i. Definitions. When used in this Agreement, the following capitalized terms shall have the following definitions:

1. “Environmental Condition” means any condition including, without limitation, the Release of Hazardous Materials, located on or affecting the Property that could require remedial action or which may result in claims, demands, liabilities, costs or expenses to Buyer.

2. “Hazardous Materials” means asbestos and any and all pollutants, dangerous substances, toxic substances, hazardous wastes, hazardous materials and hazardous substances as referenced or defined in, or pursuant to, any federal, state, local or other applicable environmental law, statute, ordinance, rule, order, regulation or standard in effect on the date hereof including, without limitation, the Resource Conservation and Recovery Act (42 U.S.C. 6901, et seq.), as amended, the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. 135, et seq.), as amended, the Comprehensive Environmental Response, Compensation and Liability act (42 U.S.C. 9601, et seq.), as amended, and the Toxic Substance Control Act (15 U.S.C. 2601, et seq.), as amended.

3. “Notice” means any written, civil, administrative or criminal summons, citation, directive, order, claim, litigation, investigation, proceeding, judgment, letter or other communication from the United States Environmental Protection Agency, the Virginia Department of Environmental Quality, or any other federal, state or local agency or authority, or any other entity or any individual, concerning any intentional or unintentional act or omission which has resulted or which may result in the Release of Hazardous Materials on or into the Property, a violation of an Environmental Law, or otherwise relate to an Environmental Condition.

4. “Release” means placing, releasing, depositing, spilling, leaking, pumping, emitting, emptying, discharging, injecting, escaping, leaching, disposing or dumping.

ii. Representation. Seller represents to its actual knowledge as of the date of this Agreement that, other than fuel tanks shown in Seller’s records previously provided to Buyer and some asbestos in the existing structures the extent of which must be determined by the Studies, (i) there are no Hazardous Materials existing above, on or beneath the Property; (ii) there has been no Release of Hazardous Materials above, on or beneath the Property; (iii) there has been no illegal filling of the Property, nor has the Property been used as a public or private landfill, dump or site for refuse disposal; (iv) no solid waste units, equipment or underground storage tanks have been located on the Property, and (v) Seller has received no Notice nor is Seller aware of an Environmental Condition affecting the Property .

g. Bankruptcy. No bankruptcy, insolvency, rearrangement, or similar action or proceeding, whether voluntary, is pending or threatened against Seller, and Seller has no intention of filing or commencing any such action or proceeding, and Seller represents and warrants there shall be none at closing.

h. Taxes. Subject to Section 1.5, Seller remains responsible for and shall continue to pay any and all taxes required to be paid in relation to the Property at all times before the Closing Date.

i. Binding Nature. This Agreement constitutes the valid and binding obligation of Seller, and is enforceable in accordance with its terms.

j. Continuing Obligation. The representations, warranties, and covenants set forth in this Agreement constitute the continuing obligations of Seller and shall survive Closing for a period of one (1) year. Prior to the Closing Date, Seller shall take no action which shall cause any of the representations, warranties, or covenants to become misleading in any respect and, if Seller becomes aware of any inaccuracies in the representations, warranties, or covenants set forth herein prior to the Closing Date, it shall immediately notify the Buyer of those inaccuracies and the facts or circumstances surrounding the inaccuracies. Buyer's obligations under this Agreement are contingent upon the representations, warranties and covenant set forth herein being true and accurate as of the date of this Agreement and continuing to be true and accurate as of the Closing Date.

**Section 5.2. Buyer's Representations**. Buyer represents and warrants to Seller as follows:

a. Authorization. Buyer has the lawful right, power, authority, and capacity to purchase the Property in accordance with the terms, provisions and conditions of this Agreement.

b. No Agreements Violated. The execution of this Agreement, and the consummation of the purchase contemplated hereby, are consistent with and not in violation of any contract, agreement, or other obligation to which Buyer is a party.

c. Binding Nature. This Agreement constitutes the valid and binding obligation of Buyer, and is enforceable in accordance with its terms.

d. Continuing Obligation. The representations, warranties and covenants set forth in this Agreement constitute the continuing obligation of Buyer and shall survive Closing for a period of one (1) year. Prior to the Closing Date, Buyer shall take no action that would cause any of the representations to become misleading in any respect and, if Buyer becomes aware of any inaccuracies in the representations set forth herein prior to the Closing Date, Buyer shall immediately notify Seller of those inaccuracies and the facts or circumstances surrounding the inaccuracies.

## **Article 6.**

### **Conditions of Buyer's and Seller's Obligations**

**Section 6.1. Conditions of Buyer's Obligations**. Buyer's obligation to consummate the purchase and sale of the Property on the Closing Date shall be subject to the satisfaction or performance of the following terms and conditions, any one or more of which may be waived in writing by Buyer, in whole or in part, on or as of the Closing Date.

a. The Property shall be free and clear of any liens, encumbrances, or rights of possession arising between the date of full execution of this Agreement and Closing;

b. Buyer shall have confirmed that the Property is suitable for the Intended Use.

c. Buyer shall have submitted its site plan for the Intended Use to the City of Virginia Beach and obtained final approval of same.

d. The physical condition of the Property at Closing shall be substantially the same as the condition of the Property at the time this Agreement is fully executed, subject to changes the Buyer has made to the Property pursuant to rights of entry granted in this Agreement, it being Buyer's sole responsibility to demolish and remove all improvements after Closing;

e. Seller shall have fully and completely kept, observed, performed, satisfied and complied in all material ways with all terms and conditions required by this Agreement to be kept, observed, performed, satisfied or complied with by Seller before, on, or as of the Closing Date; and

f. The representations of Seller in this Agreement shall be true and correct in all material respects on and as of the Closing Date except for changes thereto consented to by Buyer under the terms of this Agreement.

If any of the foregoing conditions have not been satisfied or performed as of the Closing Date, Buyer, at Buyer's option, shall have the right to waive one or more of the conditions, in writing, and proceed to Closing without a reduction in Purchase Price, notwithstanding that the conditions have not been satisfied or performed, terminate this Agreement in which case the Escrow Agent will return the Deposit (and any Extension Deposit(s), if applicable) to Buyer, or exercise any of its other rights and remedies set forth in this Agreement.

**Section 6.2. Conditions of Seller's Obligations.** Seller's obligation to consummate the purchase and sale of the Property on the Closing Date shall be subject to the satisfaction or performance of the following terms and conditions, any one or more of which may be waived in writing by Seller, in whole or in part, on or as of the Closing Date:

a. Buyer shall have fully and completely kept, observed, performed, satisfied and complied in all material ways with all terms and conditions required by this Agreement to be kept, observed, performed, satisfied or complied with by Buyer before, on, or as of the Closing Date;

b. The representations and warranties of Buyer in this Agreement shall be true and correct in all material respects on and as of the Closing Date;

c. Buyer shall not have terminated this Agreement pursuant to the express terms hereof prior to the Closing Date; and

d. The Re-Zoning shall have been completed.

If any of the foregoing conditions (other than Section 6.2.c.) have not been satisfied or performed as of the Closing Date, Seller, at Seller's option, shall have the right to waive one or

more of the conditions, in writing, and proceed to Closing, notwithstanding that the conditions have not been satisfied or performed, or exercise any of its rights and remedies set forth in this Agreement.

## **Article 7.**

### **Default and Remedies**

**Section 7.1. Seller's Default.** In the event Seller is in breach of or fails or refuses to perform its obligations under this Agreement, Buyer shall be entitled to exercise, in its sole discretion, any of the following remedies: (a) to purchase the Property notwithstanding such default pursuant to the remaining terms and provisions of this Agreement, in which event such default shall be deemed waived and without a reduction in Purchase Price; (b) to terminate this Agreement, in which event the Escrow Agent shall return the Deposit (and any Extension Deposit(s), if applicable) to Buyer, and; or (c) to pursue specific performance of this Agreement and seek reimbursement for any expenses incurred in connection with the enforcement of this Agreement. Notwithstanding the foregoing, Buyer shall first give Seller ten (10) days' prior written notice and an opportunity to cure such default prior to exercising its remedy.

**Section 7.2. Buyer's Default.** In the event Buyer is in breach of or fails or refuses to perform its obligations under this Agreement, other than its Indemnity obligations as set forth in Article 2, Seller's sole remedy prior to Closing shall be to direct the Escrow Agent to pay to it the Deposit (and any Extension Deposit(s), if applicable) as liquidated damages, in which event this Agreement shall terminate and become null and void. Notwithstanding the foregoing, Seller shall first give Buyer ten (10) days prior written notice and an opportunity to cure such default prior to exercising its remedy.

**Section 7.3. Limitation of Liability.** Each party shall look solely to the assets of the other as to any rights it may have under this Agreement, and hereby waives any right to assert claims against the member(s) and/or manager(s) of the other party.

## **Article 8.**

### **Condemnation and Casualty**

**Section 8.1. Condemnation.** In the event that any eminent domain proceeding (including a temporary taking) affecting the Property, or any part thereof is commenced by a governmental body or quasi-governmental body, public service corporation, or other entity having the power of eminent domain (a "Condemnation") (which shall include, but not be limited to, the initial approval of such body to proceed with the acquisition of all or a part of the Property by negotiation or eminent domain), Seller shall promptly give Buyer written notice thereof, and Buyer shall have the option: (a) to have sole authority to negotiate the purchase or acquisition price and to receive the award resulting from the Condemnation, in which event such award shall be paid (or if not then received, the right to the award shall be assigned) to Buyer, and this transaction shall be closed in the same manner as if no such condemnation or other taking had occurred; or (b) to reject title to the Property, in which event this Agreement shall terminate, the Escrow Agent shall return the Deposit (and any Extension Deposit(s), if applicable) to Buyer, and neither party shall have any further obligation to the other hereunder. Seller represents and warrants that it has received no notice, nor is Seller aware, of any pending or threatened acts of Condemnation. Seller

covenants and agrees not to solicit, request, support, participate in, or otherwise encourage a Condemnation of the Property during the effective period of this Agreement.

**Section 8.2. Insurance; Risk of Loss.** If all or any portion of the Property is destroyed or damaged by one or more fires, windstorms, hurricanes, hailstorms, floods, explosions, earthquakes or other casualties prior to Closing, Seller shall give Buyer prompt notice thereof, and if such damage or destruction is not fully restored, repaired or replaced by the Closing Date, Buyer shall have the option (a) to receive the insurance proceeds recovered by reason of such damage or destruction, in which event the amount of the recovery shall be paid (or if not then received, the right to receive the same shall be assigned) to Buyer, and this transaction shall be consummated as though no such damage or destruction had occurred; or (b) to reject title to the Property, in which event this Agreement shall terminate, the Escrow Agent shall return the Deposit (and any Extension Deposit(s), if applicable) to Buyer, and neither party shall have any further obligation to the other hereunder.

## **Article 9. Miscellaneous**

**Section 9.1. Governing Law.** This Agreement is executed under seal and shall be governed by and construed and enforced in accordance with the laws of the Commonwealth of Virginia, notwithstanding its choice of law rules.

**Section 9.2. Assignment.** Buyer may assign its rights and obligations under this Agreement without the prior written consent of Seller to any related entity in which Buyer or one of its members or managers is also (i) a member or manager or (ii) a member or manager of the general partner.

**Section 9.3. Brokers.** Buyer shall be solely responsible for a brokerage commission payable to any broker engaged by Buyer ("Buyer's Broker") pursuant to a separate written agreement. Other than Buyer's Broker, if any, Seller and Buyer warrant that they have not dealt with any other broker, agent or finder that would require the payment of a commission, charge or other compensation. Seller and Buyer shall hold harmless and indemnify each other from and against all claims, costs, expenses or liability (including, without limitation, the cost of counsel fees in connection therewith) for any commissions, charges or other compensation claimed by any agent, broker or finder as a result of the breach of their respective parts of the representations contained in this paragraph (other than Buyer's Broker).

**Section 9.4. Entire Understanding.** This Agreement sets forth the entire agreement and understanding between the parties with respect to the transaction contemplated hereby and supersedes all prior or contemporaneous, oral or written agreements, arrangements and understandings between the parties regarding the subject matter hereof. No representation, promise, inducement or statement of intention has been made by Seller or Buyer which is not embodied in this Agreement, the exhibits hereto or the statements, deeds, certificates, schedules or other documents delivered pursuant hereto or in connection with the transaction contemplated hereby.

**Section 9.5. Binding Nature.** All the terms, representations, and conditions of this Agreement shall be binding upon, and inure to the benefit of and be enforceable by the parties hereto and their respective successors and assigns.



**Section 9.6. Waiver or Modification.** No waiver by any party of any condition, or the breach of any term, representation or warranty set forth in this Agreement, shall be deemed a waiver of any such term, representation or warranty, unless the same shall be in writing. Any modification or amendment to this Agreement shall be made only by a writing executed by both parties hereto.

**Section 9.7. Business Days.** If the final day of any period of time set out in any provision of this Agreement falls on a Saturday, Sunday or holiday recognized by the federal government of the United States, then in such case, such period shall be deemed extended to the next day which is not a Saturday, Sunday or holiday recognized by the federal government of the United States.

**Section 9.8. Gender.** Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural and vice versa, unless the context requires otherwise.

**Section 9.9. Captions.** The captions used in connection with the Sections and subsections of this Agreement are for reference and convenience only and shall not be deemed to construe or limit the meaning of the language contained in this Agreement or be used in interpreting the terms and provisions of this Agreement.

**Section 9.10. Counterparts.** This Agreement may be executed in two or more counterparts and by PDF and shall be deemed to have become effective when and only when one or more of such counterparts or PDF shall have been signed by or on behalf of each of the parties hereto (although it shall not be necessary that any single counterpart be signed by or on behalf of each of the parties hereto, and all such counterparts shall be deemed to constitute but one and the same instrument), and shall have been delivered by each of the parties to the other.

**Section 9.11. Severability.** If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable, and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement.

**Section 9.12. Notices.** Unless otherwise expressed herein, all notices permitted or required hereunder, including changes of address, shall be in writing and shall be given by: (a) an established express delivery service which maintains delivery records; (b) hand delivery; or, (c) certified or registered mail, postage prepaid, return receipt requested. Notices are effective upon receipt, or upon attempted delivery if delivery is refused or if delivery is impossible because of failure to provide reasonable means for accomplishing delivery. The notices shall be sent to the parties at the following addresses, or such different addresses as the parties may, by notice, specify:

Seller: The School Board of the City of Virginia Beach, Virginia  
2512 George Mason Drive  
P.O. Box 6038  
Virginia Beach, Virginia 23456

Copy to: Rebecca D. Kubin, Esquire  
and  
Kamala H. Lannetti, Esquire

Deputy City Attorneys  
Municipal Center, Building One  
2401 Courthouse Drive, Room 260  
Virginia Beach, Virginia 23456

Buyer: Franklin Johnston Group Management & Development, LLC  
c/o W. Taylor Franklin, Chief Operating Officer  
300 32nd Street, Suite 310  
Virginia Beach, Virginia 23451

Copy to: Franklin Johnston Group Management & Development, LLC  
c/o James W. Noel III, Esq., General Counsel  
300 32nd Street, Suite 310  
Virginia Beach, Virginia 23451

**Section 9.13. Force Majeure.** As used in this Agreement, the term “Force Majeure” means any cause beyond the parties’ control including, but not limited to, strikes, lockouts, actions of labor unions, riots, storms, floods, litigation, explosions, acts of God or the public enemy, acts of government, insurrection, mob violence, civil commotion, sabotage, terrorism, malicious mischief, vandalism, inability (notwithstanding good faith efforts) to procure, or general shortage of, labor, equipment, materials, facilities, or supplies in the open market, defaults of independent contractors or subcontractors (provided that remedies are being diligently pursued against the same), failures of transportation, fires, other casualties, epidemics, quarantine restrictions, freight embargoes, or severe weather. In the event of any Force Majeure that results in a delay in the performance of either party’s obligations under this Agreement, the time period specified for such performance shall be extended by one (1) day for every day of delay resulting from Force Majeure.

**Section 9.14. Escrow Agent.** The duties of Escrow Agent in its capacity as an escrow agent for the Deposit are only those as are herein specifically provided and Escrow Agent shall incur no liability whatsoever in the performance of said duties, except for acts of bad faith, negligence or willful disregard of this Agreement. Seller and Buyer hereby release Escrow Agent from any act done or omitted to be done by Escrow Agent in good faith in the performance of its duties hereunder. Seller and Buyer shall indemnify and hold Escrow Agent harmless against all costs, damages, fees, expenses and liabilities which, in good faith, Escrow Agent may incur in connection with its duties as escrow agent under this Agreement.

*[Remainder of this page intentionally left blank. Signature pages to follow.]*

IN WITNESS WHEREOF, the parties execute this Agreement as of the date set forth above:

**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

Date: \_\_\_\_\_

**BUYER:**

**TFJG CANOPY, LLC**, a Virginia limited liability company

By: \_\_\_\_\_  
Manager

Date: \_\_\_\_\_

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Facilities Planning & Construction

APPROVED AS TO LEGAL  
SUFFICIENCY:

\_\_\_\_\_  
City Attorney's Office

## **Exhibit A**

### **Legal Description**

ALL THAT certain lot, tract or parcel of land, together with the improvements thereon, situate, lying and being in the City of Virginia Beach, Virginia, designated and described as “AREA – 12.785 ACRES” on that certain plat entitled “MAP OF LANDS TO BE ACQUIRED FROM EUREKA BRICK CO., ON LASKIN ROAD NEAR GREAT NECK CREEK, PRINCESS ANNE COUNTY, VA.,” dated April 22, 1954, and recorded in the Clerk’s Office of the Circuit Court of the City of Virginia Beach, Virginia in Map Book 36, at page 36.

LESS AND EXCEPT all that certain lot, tract or parcel of land designated and described as “Pumping Station Site” on that certain plat entitled “Plat Showing Pumping Station Site from School Board of the City of Virginia Beach, Virginia” recorded in the aforesaid Clerk’s Office in Map Book 114, at page 55 conveyed to the City of Virginia Beach and more particularly described by that certain deed dated the 9<sup>th</sup> day of November, 1970, and recorded in the aforesaid Clerk’s Office in Deed Book 1183, at page 159.

LESS AND EXCEPT all that certain public right-of-way conveyed to the City of Virginia Beach as shown in the aforesaid Clerk’s Office in Map Book 221, at page 61.

LESS AND EXCEPT and SUBJECT TO all that certain public right-of-way and those certain permanent easements, respectively, acquired by the Virginia Department of Transportation as shown in the aforesaid Clerk’s Office as Instrument Number 200400157022.

LESS AND EXCEPT that certain portion of the Property on Freemac Drive identified as “Proposed Pump Station Site 50’ x 45’ Site 2,250 Sq. Ft. or 0.05165 Ac.” as shown on the exhibit entitled “Exhibit Showing Proposed Public Utilities Pump Station Site Relocation at Formerly Linkhorn Park Elementary School,” dated March 1, 2022 and attached hereto as Exhibit C and made a part of this Agreement, which site will be conveyed to City of Virginia Beach prior to Closing.

SUBJECT TO all those certain permanent easements acquired by the Virginia Department of Transportation as shown in the aforesaid Clerk’s Office as Instrument Number 201100105530.

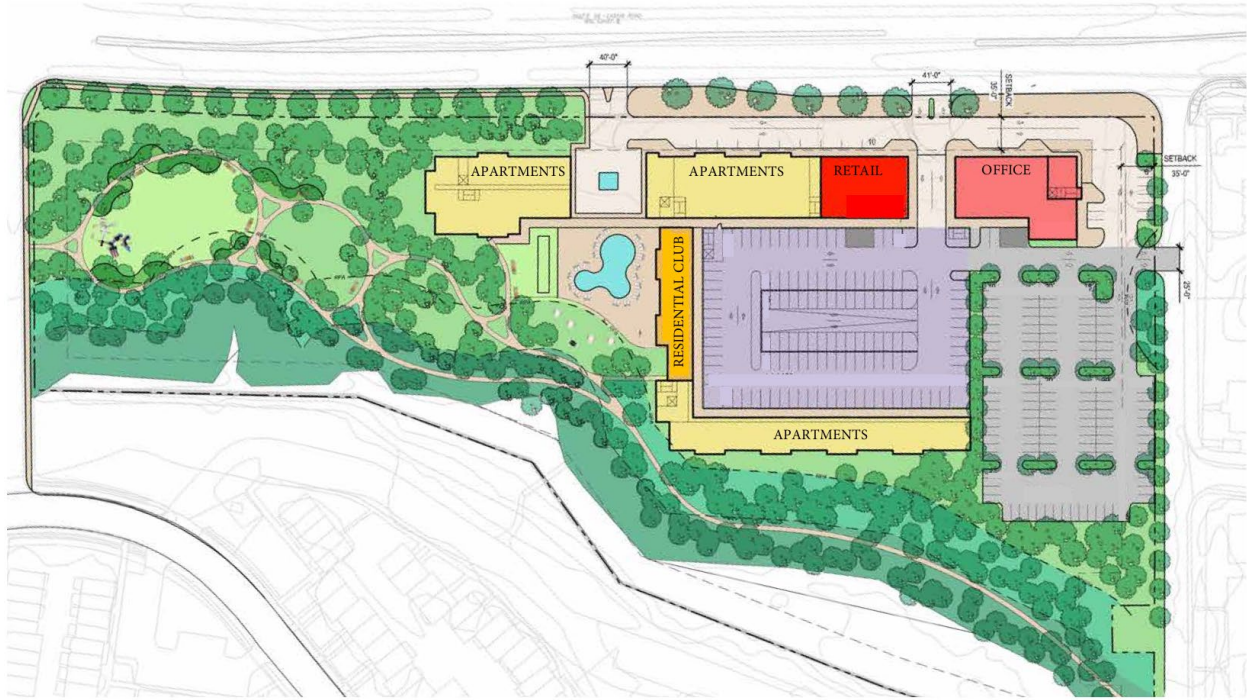
SUBJECT TO all those certain temporary construction easements acquired by the Virginia Department of Transportation as shown in the aforesaid Clerk’s Office as Instrument Number 201900028208.

SUBJECT TO such public easements and rights that are identified on the attached Exhibit D, made a part of this Agreement, which easements shall be reserved and dedicated by Seller at or prior to Closing.

IT BEING a portion of the same property conveyed to 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, formerly the County School Board of Princess Anne County, by Deed dated April 24, 1954 from Eureka Brick Company, Incorporated, and recorded in the aforesaid Clerk’s Office in Deed Book 359, at page 33.

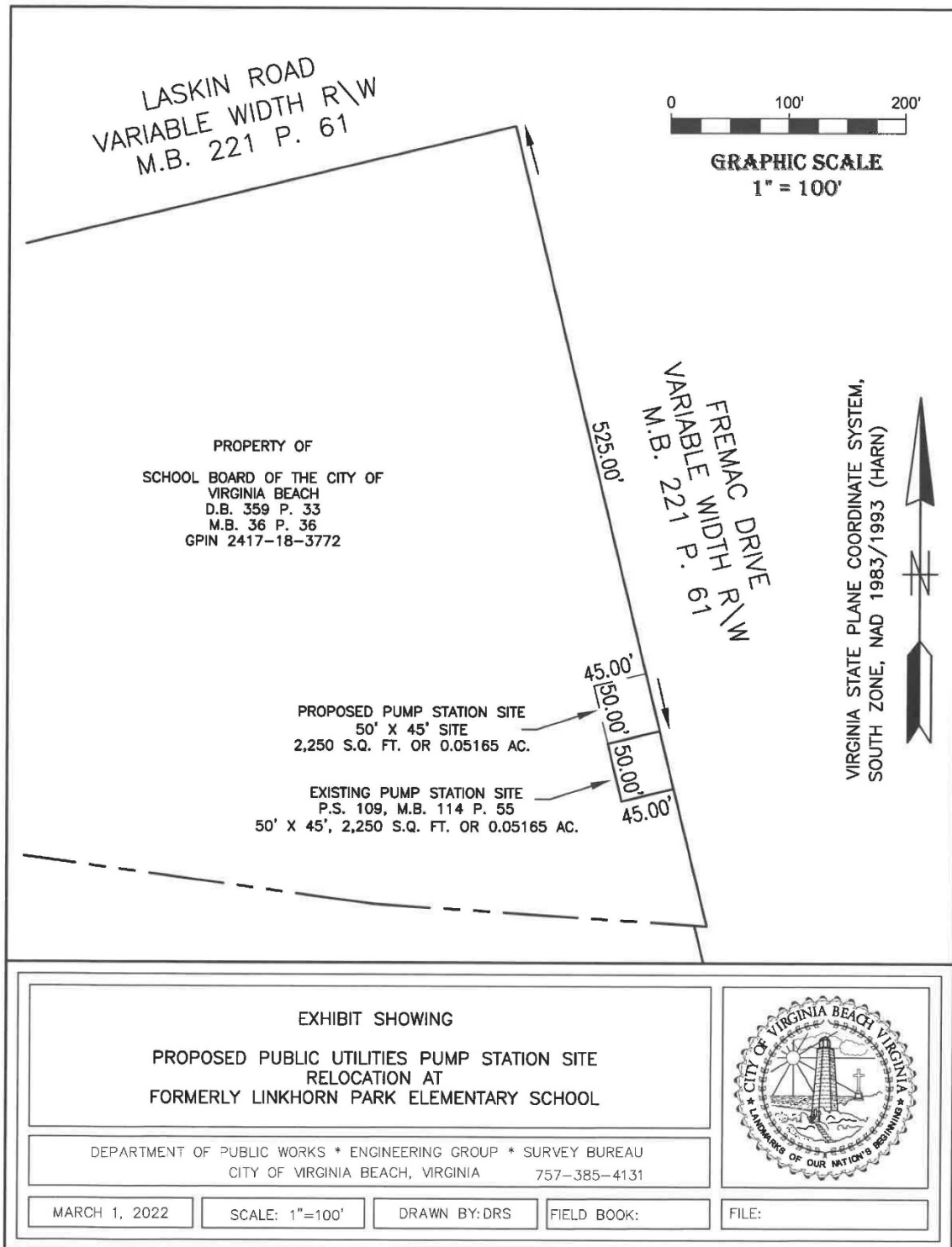
## Exhibit B

### Concept Plan Depicting Intended Use



## Exhibit C

### Reserved Pump Station Site



## **Exhibit D**

### **Reserved Public Easements**

#### **[DRAFT: SUBJECT TO REVISION PRIOR TO EXECUTION OF AGREEMENT PENDING SURVEY]**

1. 15'-wide Easements for Utilities along (1) the easternmost boundary of the Property adjoining the western public right-of-way line of Fremac Drive, from Laskin Road to the southern boundary of the Property, and (2) on the portion of the Property along the southern boundary of the Pump Station Site (GPIN: 2417-18-9601).
2. To the extent drainage has not been picked up by the VDOT Laskin Road project currently under construction at the time of this Agreement, a 20'-wide Drainage Easement centered over the 12" stormwater pipe(s) and the 15" stormwater pipe(s) at the northeast corner of the Property.
3. Right of Entry extending 60 days after Closing to disconnect communication fiber, if not completed prior to Closing.



# **Disposition of School Board Owned Property (Laskin Road Annex)**

By: The Department of School Division Services  
Office of Facilities Services

**School Board Information**  
**Tuesday, March 22, 2022**



# Disposition Schedule

- School Board Information Agenda
  - March 22, 2022
- School Board Public Hearing
  - April 5, 2022
- School Board Action on Surplus Resolution / Purchase Agreement
  - April 26, 2022
- City Council Action on Surplus Resolution / Purchase Agreement
  - May 3, 2022
- Property Rezoning
  - June - July 2022
- Closing of Sale
  - Approximately 420 days after signed agreement





# Thank You

## Questions?

FOR INFORMATIONAL  
PURPOSES ONLY



Subject: Policy Review Committee Recommendations Item Number: 12E1-9

Section: Information Date: March 22, 2022

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

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

Presenter(s): School Board Legal Counsel, Kamala Lannetti, Deputy City Attorney

### 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 March 10, 2022 meeting.

### Background Summary

1. Policy 3-84/ School Lunch and Breakfast Program/Generally- *the PRC recommends formatting the Policy to be consistent with current policy and regulation formatting change to reflect current procedures, and updating the legal references.*
2. Policy 7-5/ News: Division Wide and Individual School- *the PRC recommends scrivener's changes and updating office titles.*
3. Policy 7-14/ Advertising in Schools- *the PRC recommends changes to reflect current practice and procedures.*
4. Policy 7-40/ Performance of Students- *the PRC recommends scrivener's changes.*
5. Policy 7-41/ Contests for Students- *the PRC recommends scrivener's changes.*
6. Policy 7-45/ Recognition of Students and Staff by the School Board- *the PRC recommends formatting the Policy to be consistent with current policy and regulation formatting, new language added to reflect current procedures.*
7. Policy 7-52/ Use of School Board Equipment/ Use of School Buses- *the PRC recommends changes to include language from the Virginia Code and scrivener's changes.*
8. Policy 7-55/ Fees for Use of School Facilities- *the PRC recommends scrivener's changes.*
9. Policy 7-56/ Concession Stands on School Property- *the PRC recommends scrivener's changes and language update to reflect current procedures.*

### Source:

Code of Virginia, 1950, as amended, § 22.1-253.12:7 School Board Policies.  
Policy Review Committee Meeting of March 10, 2022

## **BUSINESS AND NONINSTRUCTIONAL OPERATIONS**

### **School Lunch and Breakfast Program/Generally**

#### **A. Purpose and Objective**

The School Board will attempt to provide facilities for serving breakfast and lunch to all students at school, and for employees of the School Division. Cafeteria food shall be sold to students and others at a price which will pay the cost of maintaining the cafeteria.

Breakfast and lunches shall constitute balanced meals provided at moderate cost to the student.

The cost of meals to school employees shall be higher than the cost to students and shall reflect the actual cost to the School Division of preparing and serving said meals.

#### **B. Operations**

The School Board is responsible for any school lunch program operated on school property. The School Board shall fix the price of meals and authorizes the Superintendent or designee to determine the adequacy, safety, and conformation to all applicable legal standards and statutes, of all facilities apparatus, and procedures used.

The School Board directs the Superintendent to subscribe to the federal School Lunch and Breakfast Programs which provide balanced hot meals. In order to participate, the School Board Chair and the Superintendent are authorized to certify that the School Division complies with state and federal regulations.

#### **C. School Meals Availability**

Lunch and breakfast under the federal National School Lunch Program and the federal School Breakfast Program administered by the U. S. Department of Agriculture shall be made available pursuant to such programs to any student who requests such a meal, regardless of whether such student has the money to pay for the meal or owes money for meals previously provided, unless the student's parent/guardian has provided written permission for the School Division to withhold such meal from the student.

Under no circumstance will a student be asked to throw away or discard a meal after it has been served to him/her due to meal account payment hardships, nor will the student be

asked to do chores or other work to pay for such meals, wear a wristband or hand stamp, or be the recipient of any type of “lunch-shaming”.

#### **D. Unpaid Meal Charges**

The Superintendent or designee is authorized to collect payment for meals provided pursuant to this program, however a nongovernmental third-party debt collector may not be utilized to collect on such debt. The School Board will not file a lawsuit against a student or the student’s parents/legal guardians because the student cannot pay for a meal at school or owes a school meal debt.

The Superintendent or designee is authorized to solicit and receive any donation or other funds for the purpose of eliminating or offsetting any school meal debt at any time and shall use any such funds solely for such purpose.

#### *Editor's Note*

*See also Virginia Beach City Public Schools "Office of Food Services Operations~~set~~ Manual."*

#### **Legal Reference**

Code of Virginia § 22.1-79.7:1, as amended. School meals; availability to students.

Code of Virginia § 22.1-79.7, as amended. School meal policies; donations.

Virginia Board of Education Regulations Governing School Lunch Sale of Food Items, 8 VAC 20-290-10, as amended.

U.S. Department of Agriculture Rules and Regulations, National School Lunch Program and School Breakfast Program: Nutrition Standards for All Foods Sold in School as Required by the Healthy, Hunger-Free Kids Act of 2010, 7 C.F.R. Parts 210 and 220, as amended.

Healthy, Hunger-Free Kids Act of 2010, 42 U.S.C. § 1751, as amended.

Adopted by School Board: February 16, 1993

Amended by School Board: August 19, 2014

Amended by School Board: June 23, 2020

Amended by School Board: 2022

## COMMUNITY RELATIONS

### ~~School~~ News: **School** Division-wide and Individual School

#### A. School Division-wide ~~School~~ News

News items which may reflect a School Division-wide policy or practice must be approved by the Superintendent, or ~~his/her~~ designee, prior to release to news media.

#### B. Individual School News

The School Board encourages the dissemination of news regarding individual school events and the activities of the students. ~~The Department of Media and Communications~~ The Department of Communications and Community Engagement -will oversee a network of staff members designated to promote school School Division-wide news and events within acceptable standards of content and journalism.

#### *Editor's Note*

*~~See also Virginia Beach City Public Schools "Attribution Guidelines". For relations with the news media see School Board Policy 7-6 and any implementing regulations.~~*

### Related Links

School Board [Policy 7-6](#)

School Board [Regulation 7-6.1](#)

Adopted by School Board: October 20, 1992

Amended by School Board: August 19, 2014

Amended by School Board: 2022

## COMMUNITY RELATIONS

### Advertising in the Schools

#### A. Generally

Students and employees shall be protected from exploitation by advertising in the schools.

#### B. Use of Commercial Materials

The School Board approves of the use of instructional materials developed by commercial organizations if the educational value of the materials outweighs their commercialism, if the advertising is in good taste and if the materials are not available elsewhere at a reasonable cost.

#### C. Announcements, Notices and Signs

Principals may permit the posting of announcements, notices, and signs in designated areas of the schools if the advertised activity will contribute to the students' education or if the proceeds of the activity will benefit the programs of instruction or extracurricular activities.

#### D. Billboard Advertising

Principals may accept appropriate billboard advertising at school facilities in accordance with applicable law and regulation. Advertisements for alcoholic beverages, marijuana, vaping related products, and tobacco are prohibited.

#### E. Corporate or Other Private Sponsorships

Advertising in the schools associated with corporate or other private sponsorship of interscholastic activities is governed by School Board Policy 7-70 and School Board Regulation 7-70.1.

#### F. Political Advertising

School facilities, school resources, email or other ~~web-based~~ web-based services, or equipment may not be used as a means of producing or disseminating to the community any material that advertises or promotes a political party, a political cause, or the candidacy of an individual for public office. During work hours employees may not participate in personal political activities.

Students and ~~e~~Employees of the School Board shall not be used to distribute campaign literature ~~in within~~ the schools, on school property, vehicles, or communication systems -or ~~at~~ school sponsored events ~~grounds~~, unless the distribution happens at a school in the area designated that day as a polling location-



## G. Advertising in School Publications

School and/or student publications that normally solicit paid advertisements as a means of supplementing their income may accept and publish paid advertising copy that is appropriate for a school publication and that receives the prior approval of the principal or his/her designee.

### Editor's Note

~~For distribution/announcement of outside communications see School Board Policy 7-15 and any implementing regulations.~~

~~For corporate sponsorship, see School Board Policy 7-70 and any implementing regulations.~~

~~For prohibition of expressive activities on school property see School Board Policy 7-16.~~

### Related Links

School Board **Policy 7-15**

School Board **Policy 7-16**

School Board **Policy 7-70**

School Board **Regulation 7-70.1**

Adopted by School Board: October 21, 1969

Amended by School Board: August 21, 1990

Amended by School Board: July 16, 1991

Amended by School Board: October 20, 1992

Amended by School Board: June 17, 1997

Amended by School Board: September 16, 1997

Amended by School Board: December 19, 2000

Amended by School Board: August 17, 2010

Amended by School Board: August 19, 2014

Amended by School Board: 2022

## **COMMUNITY RELATIONS**

### **Performances by Students**

#### **A. Generally**

Principals may permit performances by students under the auspices of a school-sponsored organization when such performances:

1. Are desirable to accomplish the objectives of a school program;
2. Meet the needs and interests of the students;
3. Stimulate the students in improving their ability to perform;
4. Are appropriate to the participating age group;
5. Require no extraordinary training but are the natural outgrowth of the normal teaching sequence;
6. Do not encroach on the opportunities of professional performers or musicians;  
and
7. Comply with applicable copyright laws and regulations.

#### **B. Performing for Outside Sponsors**

Students performing under the auspices of a school-sponsored organization may perform for outside organizations where admission fees are charged only if the proceeds are used for charitable, educational, or civic purposes. Costs associated with these performances shall be borne by the sponsoring organization.

#### **C. Payment for Performances**

Payment for the performance is acceptable only in the form of a contribution to support the work of the performing organization.

#### **D. Supervision**

Performing students shall be supervised by adults under the direction of the school.

#### **E. Political Rallies**

The School Board does not believe it advisable to use the School Division's musical organizations for local political rallies.

The School Board does believe that the musical organizations may be used to honor the position represented by certain high public office holders or to honor visiting dignitaries to the area.

### **Legal Reference**

The Copyright Act of 1976, 17 U.S.C. § 100, *et seq.*, as amended.

Adopted by School Board: October 20, 1992

Amended by School Board: May 9, 2006

Amended by School Board: August 19, 2014

Amended by School Board:

## COMMUNITY RELATIONS

### Contests for Students

Contests or other activities involving participation by students or the granting of awards or prizes to students, which are sponsored by organizations and/or agencies outside of the schools, shall not be announced, promoted, or permitted within the schools unless approved by the principal or designee. The principal or designee shall consider for approval contests or other activities that add value to the educational experiences of students and support school and community partnerships. Principals shall not approve any contest or activity being promoted for purely commercial purposes.

Adopted by School Board: October 20, 1992  
Amended by School Board: August 19, 2014”  
Amended by School Board: 2022

## COMMUNITY RELATIONS

### **Recognition of Students and Staff by the School Board**

It is the policy of the School Board to recognize publicly at School Board meetings the outstanding accomplishments of those students and staff members whose designated achievements may be considered exemplary. These recognitions items may include 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 recognitions.

~~activities have reflected credit on themselves, as representatives of the School Division during school-related events/activities. Honors for consideration should be School Division or educational-based, or directly related to their role as a student or staff member within the School Division.~~

#### **A. Recognition criteria include:**

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 multi-state (i.e. east coast region, etc.) competitions/events.
4. Achievement of first place in state competitions/events.
5. Achievements beyond the scope of regular academics/activities and/or job performance.

#### **B. Submission of names for recognition**

Citizens, School Board Members and School Division employees are encouraged to ~~forward contact to the Office of Department of Communications and~~ Community Engagement ~~the for instructions on how to submit the~~ names of students and employees whose accomplishments warrant such recognition.

Adopted by School Board: October 20, 1992  
Amended by School Board: May 25, 2004  
Amended by School Board: August 19, 2014  
Amended by School Board: 2022

## COMMUNITY RELATIONS

### Use of School Board Equipment: Use of School Buses

#### A. Eligible Organizations

In accordance with applicable law, the following agencies or organizations may enter into a contract for the use of school buses provided the request is approved by the School Division:

1. State government agencies;
2. Local government agencies;
3. Agencies organized under Public Law 89-73 (Older Americans Act of 1965) or any law amendatory or supplemental thereto providing for the use of school buses by such agency or by departments, board, commissions, or officers of the City for public purposes, including transportation of the elderly; and
4. Non-profit community organizations serving the mentally and/or physically disabled.

#### B. Contractual Arrangements

The Superintendent or designee is authorized ~~School Board shall to~~ enter into ~~a~~ written contracts with the eligible agencies or organizations ~~y~~ covering, but not limited to, the following:

1. A Hold Harmless Agreement with the eligible agency that indemnifies and holds harmless the School Board from any and all liability of the School Board by virtue of use of such school buses.
2. The School Board shall be reimbursed for the operational cost, excluding drivers' salary and depreciation, on a mileage basis at the rate as reported on the Virginia Board of Education Transportation Report for the preceding year.
3. The School Board shall be reimbursed for the cost of the drivers' salary at the actual rate per hour paid plus 16 percent to cover fixed charges and administrative expense.
4. The School Board shall be reimbursed for depreciation of the capital expenditure based on the actual cost of the vehicle with a life expectancy of 100,000 miles.
5. Only regular employees of the School Board and employees of the City of Virginia Beach approved by the Superintendent or designee, licensed to drive school buses, will be permitted to drive.

5.6. The Superintendent or designee is authorized to waive or add contract terms not required by law, policy, or regulation.

### **Legal Reference**

Code of Virginia § 22.1-182, as amended. Use of school buses for public purposes.

#### *Editor's Note*

~~*See also Attorney General's Opinion February 7, 1984 "... A school board lacks the authority, aside from the instances specifically set forth in § 22.1-182, and referred to above, to permit the use of its school buses by a civic, eleemosynary or charitable group for transportation to the group's functions."*~~

Adopted by School Board: October 20, 1992

Amended by School Board: May 17, 1994

Amended by School Board: August 19, 2014

Amended by School Board: 2022

## COMMUNITY RELATIONS

### Fees for Use of School Facilities

The School Board shall adopt a schedule of fees to be charged for the use of school buildings and grounds. The fees shall be based upon the actual cost to the School Division, the facilities to be used, required services of school personnel and the type of organization filing the application. Higher fees may be charged when facilities are used for events open to the public and an admission fee or donation is charged.

Principals or designee may waive custodial and/or supervisory fees when satisfactory alternatives are acceptable.

Civic and community organizations in the ~~city~~ City not directly related to the School Division may be permitted the use of rooms for meeting purposes without charge for membership meetings. If such organizations request to use School Division facilities for fundraising or other events, a facilities use approval must be obtained and fees will be charged in accordance with the applicable School Board policies and regulations.

Boy Scouts and other patriotic youth organizations (as defined by U.S.C. Title 36) have the same ability to use school facilities as other community groups.

### *Editor's Note*

~~*See School Board Policy 5-53: Activities: Access to School Facilities*~~

~~*See School Board Policy 7-48: Community Use of School Facilities/Generally*~~

~~*See School Board Policy 7-49: Organizations Eligible to Use School Facilities*~~

~~*See School Board Regulation 7-55.1: Fees for Use of School Facilities*~~

### Legal Reference

Boy Scouts of America Equal Access Act § 9525 of the Elementary and Secondary Education Act of 1965, as amended by § 901 No Child Left Behind Act of 2001), 20 U.S.C. 7905.

Code of Virginia § 22.1-131, as amended. Boards may permit use of various school property; general conditions, electric vehicle charging stations.

### Related Links

School Board **Policy 5-53**  
School Board **Policy 7-48**



School Board **Policy 7-49**  
School Board **Regulation 7-55.1**

Adopted by School Board: October 20, 1992  
Amended by School Board: September 2, 2003  
Amended by School Board: August 19, 2014  
Amended by School Board: 2022

## COMMUNITY RELATIONS

### **Concession Stands on School Property**

#### **A. School Groups**

With the approval of the principal, or ~~his/her~~ designee, school groups may be permitted to use concession stands located on school property. Such approval shall be contingent upon the group's submitting the proper application for use of school facilities and abiding by existing regulations.

#### **B. Non-School Groups**

With the approval of the principal, or ~~his/her~~ designee, and the Office of Business Services, non-school groups (such as PTAs/PTSAs or booster clubs) may be permitted to use concession stands located on school property or in school buildings. Such approval shall be contingent upon the group's submitting the proper application for use of school facilities and abiding by applicable laws, policies and existing regulations.

#### **C. Private/Commercial Vendors**

Private/commercial (for-profit) vendors are not permitted on school property except when a school-sponsored or associated group submits the proper application form for use of school facilities and receives approval from the principal and the Office of Business Services.

Adopted by School Board: October 20, 1992

Amended by School Board: August 19, 2014

Amended by School Board: 2022



**Subject:** Resolution: National Month of the Military Child **Item Number:** 14A-1

**Section:** Consent **Date:** March 22, 2022

**Senior Staff:** Kipp D. Rogers, Ph.D., Chief Academic Officer, Department of Teaching and Learning

**Prepared by:** Alveta J. Green, Ed.D., Executive Director, Office of Student Support Services

**Presenter(s):** Alveta J. Green, Ed.D., Executive Director, Office of Student Support Services

**Recommendation:**

That the School Board adopt a resolution in observance of April as Month of the Military Child.

**Background Summary:**

In an effort to recognize the family sacrifices and unique challenges that children from military families face, the Department of Defense celebrates each April as the *Month of the Military Child*. The practice began in 1986 and has gained the support of military installations worldwide and school districts worldwide.

In Virginia Beach, we have approximately 13,000 military-connected students enrolled in our public schools. This School Board resolution encourages all school staff to initiate, support and participate in special activities and events to recognize the exceptional role and unique sacrifices of our military-connected youth.

**Source:**

*doe.virginia.gov*  
*dodea.edu*

**Budget Impact:**

None

**RESOLUTION**  
**National Month of the Military Child**  
**April 2022**

**WHEREAS**, approximately 13,000 students enrolled in Virginia Beach City Public Schools are military-connected with the majority having at least one parent serving on active duty or in the reserves of the Armed Forces; and

**WHEREAS**, these military-connected youth and their family have unique needs and face distinct challenges due to high mobility, lengthy deployments of one or both parents and the stresses of loved ones serving in times of combat; and

**WHEREAS**, the school division reaffirms its commitment to providing support, resources and enriching programs to enhance the educational experiences of military-connected youth; and

**WHEREAS**, the Virginia Beach City Public School Board's *Compass to 2025* strategic plan creates opportunities to actively engage military-connected parents and families in supporting student achievement and outcomes for success; and

**WHEREAS**, April has been recognized by the Department of Defense since 1986 as the Month of the Military Child;

**NOW, THEREFORE, BE IT**

**RESOLVED:** That the School Board of the City of Virginia Beach officially recognizes April as the Month of the Military Child, and be it

**FURTHER RESOLVED:** That the School Board of the City of Virginia Beach encourages all school staff to initiate, support and participate in special activities to recognize the exceptional role and unique sacrifices our military-connected youth make in our nation's best interest; and be it

**FURTHER RESOLVED:** That a copy of this resolution be spread across the official minutes of this Board.

Adopted by the School Board of the City of Virginia Beach this 22<sup>nd</sup> day of March, 2022.



Subject: Resolution: Mathematics Awareness Month Item Number: 14A-2

Section: Consent Date: March 22, 2022

Senior Staff: Kipp D. Rogers, Ph.D., Chief Academic Officer, Department of Teaching and Learning

Prepared by: Angela L. Seiders, Executive Director of Secondary Teaching and Learning

Presenter(s): Angela L. Seiders, Executive Director of Secondary Teaching and Learning

**Recommendation:**

That the School Board of the City of Virginia Beach adopt the attached resolution recognizing the month of April as Mathematics Awareness Month.

**Background Summary:**

Mathematics Awareness Month began in 1986 with a proclamation by President Ronald Reagan, who said in part: *Despite the increasing importance of mathematics to the progress of our economy and society, enrollment in mathematics programs has been declining at all levels of the American educational system. Yet the application of mathematics is indispensable in such diverse fields as medicine, computer sciences, space exploration, the skilled trades, business, defense and government. To help encourage the study and utilization of mathematics, it is appropriate that all Americans be reminded of the importance of this basic branch of science to our daily lives.* The designated month is set aside to recognize the importance of mathematics. Mathematical literacy is essential for citizens to function effectively in society and is an essential skill, both in the home and in the workplace. Activities planned in the schools will reinforce the focus on mathematics.

**Source:**

National Council of Teachers of Mathematics

**Budget Impact:**

None

**RESOLUTION**  
**Mathematics Awareness Month**  
**April 2022**

**WHEREAS**, the National Council of Teachers of Mathematics recognizes April as Mathematics Awareness Month; and

**WHEREAS**, mathematical literacy is essential for all, and the inclusion of such in mathematics education ensures a culture of equity where students are empowered by the opportunities math affords; and

**WHEREAS**, mathematics is an essential skill, both in life and in the workplace; and

**WHEREAS**, mathematical reasoning, sense making, problem solving and communication are essential skills; and

**WHEREAS**, the language and processes of mathematics are basic to all other disciplines; and

**WHEREAS**, our expanding, technologically based society demands increased awareness and competence in mathematics; and

**WHEREAS**, school curricula in mathematics provide the foundation for meeting the above needs.

**NOW, THEREFORE, BE IT**

**RESOLVED:** That the School Board of the City of Virginia Beach designate April 2022 as Mathematics Awareness Month in Virginia Beach City Public Schools; and be it

**FURTHER RESOLVED:** That the School Board of the City of Virginia Beach encourage all citizens, and especially our children and young adults, to continue mathematics studies and to understand how its application will relate to the occupations of the 21st century; and be it

**FURTHER RESOLVED:** That a copy of this resolution be spread across the official minutes of this Board.

Adopted by the School Board of the City of Virginia Beach this 22<sup>nd</sup> day of March 2022



**Subject:** Resolution: School Library Media Month and National Library Week **Item Number:** 14A-3

**Section:** Consent **Date:** March 22, 2022

**Senior Staff:** Kipp D. Rogers, Ph.D., Chief Academic Officer, Department of Teaching and Learning

**Prepared by:** Sharon L. Shewbridge, Ph.D., Director of Instructional Technology

**Presenter(s):** Sharon L. Shewbridge, Ph.D., Director of Instructional Technology

**Recommendation:**

That the School Board of the City of Virginia Beach adopt the attached resolution recognizing the month of April as “School Library Media Month” and the week of April 3-9, 2022 as “National Library Week.”

**Background Summary:**

The designated month is set aside to recognize the importance of school library media centers/programs. The School Board’s adoption of this resolution would signify its support of the vital role that school library media centers play in the education process and in our students’ acquisition of information literacy skills.

**Source:**

American Library Association

**Budget Impact:**

None

**RESOLUTION**  
**School Library Media Month and National Library Week**

**WHEREAS**, school library media centers function as the information centers of the schools and provide for integrated, interdisciplinary, and school-wide learning activities; and

**WHEREAS**, school library media programs provide students with innovative learning opportunities that support their growth toward future readiness as inquirers, critical thinkers, problem solvers, collaborators, and communicators; and

**WHEREAS**, school library media programs promote information literacy and the enjoyment of reading, viewing, and listening for young people of all ages and all levels of development; and

**WHEREAS**, school library media programs provide resources and learning activities that represent a diversity of experiences, opinions, and social and cultural perspectives, supporting the concept that intellectual freedom and access to information are prerequisites to effective and responsible citizenship in a democracy; and

**WHEREAS**, the Virginia Beach City School Board recognizes the vital role that school library media centers play in the educational process; and

**WHEREAS**, Virginia Beach Public Libraries and Virginia Beach school libraries have formed a unique partnership that provides for the sharing of resources and services to the mutual benefit of all patrons.

**NOW, THEREFORE, BE IT RESOLVED:** That the Virginia Beach City School Board reconfirm its belief in the value of the school library media program and officially recognize the month of April 2022 as School Library Media Month and the week of April 3-9, 2022, as National Library Week, calling their significance to the attention of all Virginia Beach citizens; and be it

**FURTHER RESOLVED:** That a copy of this resolution be spread across the official minutes of this Board.

Adopted by the School Board of the City of Virginia Beach this 22<sup>nd</sup> day of March 2022.





**First Colonial High School Partial Roof and HVAC Replacement –**

**Subject:** Recommendation of General Contractor **Item Number:** 14B

**Section:** Consent **Date:** March 22, 2022

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

**Prepared by:** Eric Woodhouse, Interim, Executive Director, Facilities Services and

Donald W. Bahlman, Jr., Staff Architect, Facilities Services

**Presenter(s):** Jack Freeman, Chief Operations Officer, Department of School Division Services

**Recommendation:**

That the School Board approve a motion authorizing the Superintendent to execute a contract with E&P Electrical Contracting Company for the First Colonial High School Partial Roof and HVAC Replacement in the amount of \$1,552,522.

**Background Summary:**

Project Architect:	HBA Architecture & Interior Design, Inc.
Contractor:	E&P Electrical Contracting Company, Inc.
Contract Amount:	\$1,552,522
Construction Budget:	\$1,600,000
Number of Responsive Bidders:	3
Average Bid Amount:	\$1,584,791
High Bid:	\$1,597,000

**Source:**

School Board Policy 3-90

**Budget Impact:**

CIP 1-018 Renovations and Replacements – HVAC – Phase III

CIP 1-019 Renovations and Replacements – Reroofing – Phase III



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

**Section:** Action **Date:** March 22, 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 March 22, 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

Personnel Report  
Virginia Beach City Public Schools  
March 22, 2022  
2021-2022

<u>Scale</u>	<u>Class</u>	<u>Location</u>	<u>Effective</u>	<u>Employee Name</u>	<u>Position/Reason</u>	<u>College</u>	<u>Previous Employer</u>
Assigned to Unified Salary Scale	Appointments - Elementary School	Bayside	3/8/2022	Nina S Kerr	Special Education Assistant	West Chester Univ Pennsylvania, PA	Not Applicable
Assigned to Unified Salary Scale	Appointments - Elementary School	Landstown	3/10/2022	Michéal X Elliott	Custodian I	Not Applicable	Not Applicable
Assigned to Unified Salary Scale	Appointments - Elementary School	Newtown	3/2/2022	Arnold Parra	School Administrative Associate I	Not Applicable	Not Applicable
Assigned to Unified Salary Scale	Appointments - Elementary School	Pembroke	2/28/2022	Karen L Driscoll	Special Education Assistant	Tidewater Community College, VA	Not Applicable
Assigned to Unified Salary Scale	Appointments - Elementary School	Pembroke Meadows	3/7/2022	Cassandra M Button	Physical Education Assistant	Not Applicable	Not Applicable
Assigned to Unified Salary Scale	Appointments - Elementary School	Rosemont	3/10/2022	Holly A Smart	Physical Education Assistant	Tidewater Community College, VA	Not Applicable
Assigned to Unified Salary Scale	Appointments - Elementary School	Windsor Oaks	3/3/2022	Dayvon I Moore	Cafeteria Assistant, 6.0 Hours	Not Applicable	Not Applicable
Assigned to Unified Salary Scale	Appointments - Elementary School	Windsor Oaks	3/15/2022	LaTia L Aursby	Special Education Assistant	Not Applicable	Not Applicable
Assigned to Unified Salary Scale	Appointments - Middle School	Bayside	3/3/2022	Robin R Henley	School Office Associate II	Not Applicable	VBCPS
Assigned to Unified Salary Scale	Appointments - Middle School	Plaza	3/10/2022	Julius D Robinson	Custodian I	Not Applicable	Not Applicable
Assigned to Unified Salary Scale	Appointments - High School	Adult Learning Center	3/28/2022	Michelle R Balot	Office Associate II	Not Applicable	Not Applicable
Assigned to Unified Salary Scale	Appointments - High School	Kempsville	3/3/2022	Tara Crile	Cafeteria Assistant, 5.5 Hours	Not Applicable	Not Applicable
Assigned to Unified Salary Scale	Appointments - High School	Kempsville	3/10/2022	Mireya A Alexander	Cafeteria Assistant, 5.0 Hours	Not Applicable	Not Applicable
Assigned to Unified Salary Scale	Appointments - High School	Landstown	3/10/2022	Veronica Grefaldo	Custodian I	Not Applicable	Not Applicable
Assigned to Unified Salary Scale	Appointments - High School	Princess Anne	3/10/2022	Sherry Harmon	School Office Associate II	Not Applicable	Sadler and Swan, VA
Assigned to Unified Salary Scale	Appointments - Miscellaneous	Office of Gifted Education & Academy Programs	3/8/2022	Lei C Dunn	Instructional Specialist	Longwood University, VA	VBCPS
Assigned to Unified Salary Scale	Appointments - Miscellaneous	Office of Maintenance Services	3/7/2022	James P Marshall	General Maintenance Craftsman II	Not Applicable	Not Applicable
Assigned to Unified Salary Scale	Appointments - Miscellaneous	Office of Maintenance Services	3/14/2022	Melisa Curtis	General Maintenance Craftsman I, .813	Not Applicable	Not Applicable
Assigned to Unified Salary Scale	Appointments - Miscellaneous	Office of Maintenance Services	3/14/2022	Derek A Vartanyan	HVAC Craftsman II	Not Applicable	Not Applicable
Assigned to Unified Salary Scale	Appointments - Miscellaneous	Office of Purchasing Services	3/14/2022	Pamula B Poteet	Procurement Systems Specialist	Marshall University, WV	Not Applicable
Assigned to Unified Salary Scale	Resignations - Elementary School	Arrowhead	3/4/2022	Sarah W Costa	Custodian I (family)	Not Applicable	Not Applicable
Assigned to Unified Salary Scale	Resignations - Elementary School	Arrowhead	3/31/2022	Dempsey K Griffin	Technology Support Technician (career enhancement opportunity)	Not Applicable	Not Applicable
Assigned to Unified Salary Scale	Resignations - Elementary School	Bayside	6/30/2022	Alyssa B Hebert	General Assistant (relocation)	Not Applicable	Not Applicable
Assigned to Unified Salary Scale	Resignations - Elementary School	Birdneck	6/30/2022	Biánka Biggs	General Assistant (personal reasons)	Not Applicable	Not Applicable
Assigned to Unified Salary Scale	Resignations - Elementary School	Birdneck	6/30/2022	Anabel M Rodriguez	Special Education Assistant (relocation)	Not Applicable	Not Applicable
Assigned to Unified Salary Scale	Resignations - Elementary School	Christopher Farms	3/4/2022	Rachel A Zidow	Special Education Assistant (family)	Not Applicable	Not Applicable
Assigned to Unified Salary Scale	Resignations - Elementary School	Corporate Landing	6/30/2022	Merejilda Todd	General Assistant (relocation)	Not Applicable	Not Applicable
Assigned to Unified Salary Scale	Resignations - Elementary School	Fairfield	6/30/2022	Joshua J West	Special Education Assistant (continuing education)	Not Applicable	Not Applicable
Assigned to Unified Salary Scale	Resignations - Elementary School	Hermitage	6/30/2022	Denise J Glatt	Special Education Assistant (personal reasons)	Not Applicable	Not Applicable
Assigned to Unified Salary Scale	Resignations - Elementary School	King's Grant	3/1/2022	Summer D Crawford	School Nurse (personal reasons)	Not Applicable	Not Applicable
Assigned to Unified Salary Scale	Resignations - Elementary School	King's Grant	6/30/2022	Shanna D Newton	School Office Associate II (personal reasons)	Not Applicable	Not Applicable
Assigned to Unified Salary Scale	Resignations - Elementary School	New Castle	6/30/2022	Melissa E Bair	Kindergarten Assistant (family)	Not Applicable	Not Applicable
Assigned to Unified Salary Scale	Resignations - Elementary School	Rosemont Forest	6/30/2022	Deborah L Gann	Special Education Assistant (family)	Not Applicable	Not Applicable
Assigned to Unified Salary Scale	Resignations - Elementary School	Shelton Park	2/28/2022	Stacey Robinson	Custodian I, .813 (family)	Not Applicable	Not Applicable
Assigned to Unified Salary Scale	Resignations - Elementary School	Strawbridge	6/30/2022	Dinah V Doyle	Physical Education Assistant (personal reasons)	Not Applicable	Not Applicable
Assigned to Unified Salary Scale	Resignations - Middle School	Brandon	3/16/2022	Arron A Kerbo	Custodian III Head Night (career enhancement opportunity)	Not Applicable	Not Applicable
Assigned to Unified Salary Scale	Resignations - High School	Kempsville	2/24/2022	Beverley Lyons	Cafeteria Assistant, 5.0 Hours (personal reasons)	Not Applicable	Not Applicable
Assigned to Unified Salary Scale	Resignations - High School	Kempsville	4/15/2022	Kimberly S Webster	Security Assistant, .400 (career enhancement opportunity)	Not Applicable	Not Applicable
Assigned to Unified Salary Scale	Resignations - High School	Princess Anne	3/18/2022	Jesse T Gilliam	Security Assistant (career enhancement opportunity)	Not Applicable	Not Applicable
Assigned to Unified Salary Scale	Resignations - High School	Renaissance Academy	3/11/2022	Steve Pham	Security Assistant (family)	Not Applicable	Not Applicable
Assigned to Unified Salary Scale	Resignations - High School	Tallwood	1/28/2022	Shardea L Williams	Cafeteria Assistant, 5.0 Hours (job abandonment)	Not Applicable	Not Applicable
Assigned to Unified Salary Scale	Resignations - High School	Tallwood	3/7/2022	Anton E Richard	Custodian I (personal reasons)	Not Applicable	Not Applicable
Assigned to Unified Salary Scale	Resignations - High School	Tallwood	3/8/2022	Andrea L Barkhimer	Cafeteria Assistant, 5.0 Hours (personal reasons)	Not Applicable	Not Applicable
Assigned to Unified Salary Scale	Resignations - Miscellaneous	Department of Human Resources	3/7/2022	Emily P Beasley	Employee Relations Specialist (personal reasons)	Not Applicable	Not Applicable
Assigned to Unified Salary Scale	Resignations - Miscellaneous	Department of School Leadership	3/18/2022	Toni Bembridge	Administrative Office Associate II (career enhancement opportunity)	Not Applicable	Not Applicable
Assigned to Unified Salary Scale	Resignations - Miscellaneous	Department of Teaching and Learning	3/11/2022	Christy M Valentine	Administrative Office Associate I (career enhancement opportunity)	Not Applicable	Not Applicable
Assigned to Unified Salary Scale	Resignations - Miscellaneous	Department of Teaching and Learning	3/21/2022	Monica M Bennett	Coordinator Language Arts (career enhancement opportunity)	Not Applicable	Not Applicable
Assigned to Unified Salary Scale	Resignations - Miscellaneous	Department of Technology	3/4/2022	Aisha M Sutton	Network Technician I (career enhancement opportunity)	Not Applicable	Not Applicable
Assigned to Unified Salary Scale	Resignations - Miscellaneous	Office of Gifted Education & Academy Programs	4/1/2022	Nicole Moritz	Administrative Office Associate II (career enhancement opportunity)	Not Applicable	Not Applicable
Assigned to Unified Salary Scale	Resignations - Miscellaneous	Office of Maintenance Services	3/15/2022	Kyle A Gilmer	Geographic Information Systems (GIS) Analyst (career enhancement opportunity)	Not Applicable	Not Applicable
Assigned to Unified Salary Scale	Resignations - Miscellaneous	Office of Maintenance Services	3/18/2022	Brian D Combs	Carpentry Craftsman II (career enhancement opportunity)	Not Applicable	Not Applicable
Assigned to Unified Salary Scale	Resignations - Miscellaneous	Office of Transportation and Fleet Management Services	3/22/2022	Kevin L Poland	Bus Driver - Special Ed, 6.5 Hours (career enhancement opportunity)	Not Applicable	Not Applicable
Assigned to Unified Salary Scale	Retirements - Elementary School	John B. Dey	6/30/2022	Elizabeth C Bianchi	Principal	Not Applicable	Not Applicable
Assigned to Unified Salary Scale	Retirements - Elementary School	Landstown	6/30/2022	Kelly A Yost	Kindergarten Assistant	Not Applicable	Not Applicable
Assigned to Unified Salary Scale	Retirements - Elementary School	Linkhorn Park	6/30/2022	Yu Shu Y Lee	Cook, 7.0 Hours	Not Applicable	Not Applicable
Assigned to Unified Salary Scale	Retirements - Elementary School	Linkhorn Park	6/30/2022	Carmen N Mulgrew	Cafeteria Assistant, 4.5 Hours	Not Applicable	Not Applicable
Assigned to Unified Salary Scale	Retirements - Elementary School	Rosemont	7/31/2022	Penney B Fonville	Assistant Principal	Not Applicable	Not Applicable
Assigned to Unified Salary Scale	Retirements - Middle School	Corporate Landing	3/31/2022	Patty A Williams	Custodian I	Not Applicable	Not Applicable
Assigned to Unified Salary Scale	Retirements - High School	Kempsville	6/30/2022	Kathy L Halpin	Distance Learning Assistant	Not Applicable	Not Applicable
Assigned to Unified Salary Scale	Retirements - High School	Tallwood	6/30/2022	Ivy L Brown	Custodian I	Not Applicable	Not Applicable
Assigned to Unified Salary Scale	Retirements - High School	Tallwood	6/30/2022	Jose D Paredes	Custodian I	Not Applicable	Not Applicable
Assigned to Unified Salary Scale	Retirements - Miscellaneous	Office of Food Services	6/30/2022	Edward Pugh	Supervising Cafeteria Manager	Not Applicable	Not Applicable
Assigned to Unified Salary Scale	Retirements - Miscellaneous	Office of Maintenance Services	6/30/2022	Craig A Hills	Painter Craftsman III	Not Applicable	Not Applicable
Assigned to Unified Salary Scale	Retirements - Miscellaneous	Office of Programs for Exceptional Children	6/30/2022	Gertrude L Falato	Interpreter	Not Applicable	Not Applicable
Assigned to Unified Salary Scale	Retirements - Miscellaneous	Office of Safety and Loss Control	5/1/2022	Raymond A Johnson	Security Officer	Not Applicable	Not Applicable
Assigned to Unified Salary Scale	Retirements - Miscellaneous	Office of Transportation and Fleet Management Services	6/30/2022	Sarah Carver	Bus Driver, 7.0 Hours	Not Applicable	Not Applicable
Assigned to Unified Salary Scale	Retirements - Miscellaneous	Office of Transportation and Fleet Management Services	6/30/2022	David M Phillips	Warehouse Manager	Not Applicable	Not Applicable
Assigned to Unified Salary Scale	Retirements - Miscellaneous	Office of Transportation and Fleet Management Services	6/30/2022	Leonard A Shapiro	Bus Driver - Special Ed, 6.0 Hours	Not Applicable	Not Applicable
Assigned to Unified Salary Scale	Other Employment Actions - Miscellaneous	Office of Transportation and Fleet Management Services	2/22/2022	Laura A Bluestone	Bus Driver (employee changed from retirement to resignation)	Not Applicable	Not Applicable
Assigned to Instructional Salary Scale	Appointments - Elementary School	Thalia	3/7/2022	Albert L Carlton Jr	Physical Education Teacher	Grand Canyon University, AZ	Not Applicable
Assigned to Instructional Salary Scale	Appointments - Elementary School	Trantwood	3/7/2022	Tyler C Prentiss	Fourth Grade Teacher	Old Dominion University, VA	Not Applicable
Assigned to Instructional Salary Scale	Appointments - Middle School	Kempsville	3/10/2022	James Grillo	Seventh Grade Teacher	Old Dominion University, VA	Not Applicable
Assigned to Instructional Salary Scale	Appointments - Middle School	Landstown	3/10/2022	Leeann A Salas	Eighth Grade Teacher	Old Dominion University, VA	Not Applicable
Assigned to Instructional Salary Scale	Appointments - Middle School	Landstown	3/15/2022	Alexandra Polk	Seventh Grade Teacher	Old Dominion University, VA	Not Applicable
Assigned to Instructional Salary Scale	Appointments - High School	First Colonial	3/21/2022	Tiffany L Powell	School Counselor	Old Dominion University, VA	Not Applicable
Assigned to Instructional Salary Scale	Appointments - High School	Kellam	2/24/2022	Angelica M Rusk	Science Teacher	College of Agriculture and Environmental Sciences, GA	Not Applicable
Assigned to Instructional Salary Scale	Appointments - High School	Kellam	3/3/2022	Robert C Gay IV	Social Studies Teacher	Old Dominion University, VA	Not Applicable
Assigned to Instructional Salary Scale	Resignations - Elementary School	Alanton	6/30/2022	Alyssa P Gregoríou	First Grade Teacher (relocation)	Not Applicable	Not Applicable
Assigned to Instructional Salary Scale	Resignations - Elementary School	Bayside	6/30/2022	Marissa A Fuerst	Third Grade Teacher (relocation)	Not Applicable	Not Applicable
Assigned to Instructional Salary Scale	Resignations - Elementary School	Birdneck	3/23/2022	Danielle C Kreassig	Reading Specialist (career enhancement opportunity)	Not Applicable	Not Applicable
Assigned to Instructional Salary Scale	Resignations - Elementary School	Birdneck	4/8/2022	Kenyetta W Robinson	Fourth Grade Teacher (relocation)	Not Applicable	Not Applicable
Assigned to Instructional Salary Scale	Resignations - Elementary School	Brookwood	6/30/2022	Jessica M O'Bryant	Special Education Teacher (relocation)	Not Applicable	Not Applicable
Assigned to Instructional Salary Scale	Resignations - Elementary School	Centerville	4/8/2022	Grace L Marshall	Third Grade Teacher (family)	Not Applicable	Not Applicable
Assigned to Instructional Salary Scale	Resignations - Elementary School	Glenwood	6/30/2022	Lindsey Recine	Third Grade Teacher (family)	Not Applicable	Not Applicable
Assigned to Instructional Salary Scale	Resignations - Elementary School	Kempsville Meadows	6/30/2022	Kierra D Carver	Third Grade Teacher (relocation)	Not Applicable	Not Applicable
Assigned to Instructional Salary Scale	Resignations - Elementary School	King's Grant	6/30/2022	Michelle K Boyd	First Grade Teacher (family)	Not Applicable	Not Applicable
Assigned to Instructional Salary Scale	Resignations - Elementary School	Kingston	5/20/2022	Rebekah L Goodyear	First Grade Teacher (relocation)	Not Applicable	Not Applicable
Assigned to Instructional Salary Scale	Resignations - Elementary School	Landstown	6/30/2022	Samantha R Boyd	Fifth Grade Teacher (personal reasons)	Not Applicable	Not Applicable
Assigned to Instructional Salary Scale	Resignations - Elementary School	Landstown	6/30/2022	Meghan E Sevier	Third Grade Teacher (relocation)	Not Applicable	Not Applicable
Assigned to Instructional Salary Scale	Resignations - Elementary School	Linkhorn Park	6/30/2022	Kimberly A Daniels	Third Grade Teacher (personal reasons)	Not Applicable	Not Applicable
Assigned to Instructional Salary Scale	Resignations - Elementary School	Linkhorn Park	6/30/2022	Kelleen M Futrell	Special Education Teacher (relocation)	Not Applicable	Not Applicable
Assigned to Instructional Salary Scale	Resignations - Elementary School	Linkhorn Park	6/30/2022	Ilana M Weiss	Fourth Grade Teacher (relocation)	Not Applicable	Not Applicable
Assigned to Instructional Salary Scale	Resignations - Elementary School	Ocean Lakes	6/30/2022	Marcella L Dos Santos	Kindergarten Teacher (relocation)	Not Applicable	Not Applicable
Assigned to Instructional Salary Scale	Resignations - Elementary School	Red Mill	6/30/2022	Courtney E Wright	Second Grade Teacher (personal reasons)	Not Applicable	Not Applicable
Assigned to Instructional Salary Scale	Resignations - Elementary School	Rosemont Forest	6/30/2022	Mackenzie N Abbey	Second Grade Teacher (personal reasons)	Not Applicable	Not Applicable

Personnel Report  
Virginia Beach City Public Schools  
March 22, 2022  
2021-2022

<u>Scale</u>	<u>Class</u>	<u>Location</u>	<u>Effective</u>	<u>Employee Name</u>	<u>Position/Reason</u>	<u>College</u>	<u>Previous Employer</u>
Assigned to Instructional Salary Scale	Resignations - Elementary School	Shelton Park	6/30/2022	Holly N Cromich	Fifth Grade Teacher (family)	Not Applicable	Not Applicable
Assigned to Instructional Salary Scale	Resignations - Elementary School	White Oaks	6/30/2022	Lynsey M Barnes	Fifth Grade Teacher (personal reasons)	Not Applicable	Not Applicable
Assigned to Instructional Salary Scale	Resignations - Elementary School	Windsor Woods	6/30/2022	Sonya C Ramsey	Third Grade Teacher (family)	Not Applicable	Not Applicable
Assigned to Instructional Salary Scale	Resignations - Elementary School	Woodstock	6/30/2022	Kalane K Mathson	Fifth Grade Teacher (relocation)	Not Applicable	Not Applicable
Assigned to Instructional Salary Scale	Resignations - Middle School	Corporate Landing	6/30/2022	Christine M Kennard	Eighth Grade Teacher (personal reasons)	Not Applicable	Not Applicable
Assigned to Instructional Salary Scale	Resignations - Middle School	Kempsville	6/30/2022	Margaret M Webb	Band Instructor (personal reasons)	Not Applicable	Not Applicable
Assigned to Instructional Salary Scale	Resignations - High School	Bayside	3/23/2022	Leah D Scott	Special Education Teacher (career enhancement opportunity)	Not Applicable	Not Applicable
Assigned to Instructional Salary Scale	Resignations - High School	Bayside	6/30/2022	Adrienne Pearl	School Counselor (career enhancement opportunity)	Not Applicable	Not Applicable
Assigned to Instructional Salary Scale	Resignations - High School	Cox	6/30/2022	Steven D DeShong	Mathematics Teacher (career enhancement opportunity)	Not Applicable	Not Applicable
Assigned to Instructional Salary Scale	Resignations - High School	Cox	6/30/2022	Sarah E Grady	English Teacher (personal reasons)	Not Applicable	Not Applicable
Assigned to Instructional Salary Scale	Resignations - High School	Kellam	6/30/2022	Duncan J Newman	Mathematics Teacher (continuing education)	Not Applicable	Not Applicable
Assigned to Instructional Salary Scale	Resignations - High School	Kellam	6/30/2022	Mark J Shaw	Science Teacher (personal reasons)	Not Applicable	Not Applicable
Assigned to Instructional Salary Scale	Resignations - High School	Kellam	6/30/2022	Tonya L Tanney	Mathematics Teacher (personal reasons)	Not Applicable	Not Applicable
Assigned to Instructional Salary Scale	Resignations - High School	Kempsville	6/30/2022	Sarah L Miniard	Spanish Teacher (continuing education)	Not Applicable	Not Applicable
Assigned to Instructional Salary Scale	Resignations - High School	Kempsville	6/30/2022	Hunter T Patrick	Mathematics Teacher (relocation)	Not Applicable	Not Applicable
Assigned to Instructional Salary Scale	Resignations - High School	Kempsville	6/30/2022	Narquita H Snowden	Mathematics Teacher (career enhancement opportunity)	Not Applicable	Not Applicable
Assigned to Instructional Salary Scale	Resignations - High School	Ocean Lakes	3/4/2022	Janet E Paige	Mathematics Teacher (personal reasons)	Not Applicable	Not Applicable
Assigned to Instructional Salary Scale	Resignations - High School	Ocean Lakes	6/30/2022	Madison L Davis	Science Teacher (career enhancement opportunity)	Not Applicable	Not Applicable
Assigned to Instructional Salary Scale	Resignations - High School	Ocean Lakes	6/30/2022	Whitney N Raffo	Mathematics Teacher (career enhancement opportunity)	Not Applicable	Not Applicable
Assigned to Instructional Salary Scale	Resignations - High School	Princess Anne	3/7/2022	William B Anderson	Special Education Teacher (personal reasons)	Not Applicable	Not Applicable
Assigned to Instructional Salary Scale	Resignations - High School	Princess Anne	6/30/2022	Sara M White	Spanish Teacher (relocation)	Not Applicable	Not Applicable
Assigned to Instructional Salary Scale	Resignations - High School	Salem	3/7/2022	Cajan L Nelms	Naval Science Instructor (personal reasons)	Not Applicable	Not Applicable
Assigned to Instructional Salary Scale	Resignations - High School	Salem	6/30/2022	Wilbur Powell	Mathematics Teacher (career enhancement opportunity)	Not Applicable	Not Applicable
Assigned to Instructional Salary Scale	Resignations - Miscellaneous	Office of Student Support Services	6/30/2022	Elisa M Lewis	School Social Worker (continuing education)	Not Applicable	Not Applicable
Assigned to Instructional Salary Scale	Retirements - Middle School	Bayside	6/30/2022	Wesley S Lammay	Eighth Grade Teacher	Not Applicable	Not Applicable
Assigned to Instructional Salary Scale	Retirements - Middle School	Landstown	6/30/2022	Diane M Tarkenton	Gifted Teacher	Not Applicable	Not Applicable
Assigned to Instructional Salary Scale	Retirements - Middle School	Old Donation School	6/30/2022	Janina B Peters	Fifth Grade Teacher	Not Applicable	Not Applicable
Assigned to Instructional Salary Scale	Retirements - Middle School	Old Donation School	6/30/2022	Laurie A Thiesfeld	Seventh Grade Teacher	Not Applicable	Not Applicable
Assigned to Instructional Salary Scale	Retirements - Middle School	Salem	6/30/2022	Darlene R Sabol	Seventh Grade Teacher	Not Applicable	Not Applicable
Assigned to Instructional Salary Scale	Retirements - High School	Bayside	6/30/2022	Kimberly Barboe	Special Education Teacher	Not Applicable	Not Applicable
Assigned to Instructional Salary Scale	Retirements - High School	Bayside	6/30/2022	Michelle R Dandy	English Teacher	Not Applicable	Not Applicable
Assigned to Instructional Salary Scale	Retirements - High School	First Colonial	6/30/2022	Andria C Atkinson	Mathematics Teacher	Not Applicable	Not Applicable
Assigned to Instructional Salary Scale	Retirements - High School	Kellam	6/30/2022	Christopher J Dewitt	Social Studies Teacher	Not Applicable	Not Applicable
Assigned to Instructional Salary Scale	Retirements - High School	Kellam	6/30/2022	Kerri A Land	Health & Physical Education Teacher	Not Applicable	Not Applicable
Assigned to Instructional Salary Scale	Retirements - High School	Kellam	6/30/2022	John W Yager Jr	Mathematics Teacher	Not Applicable	Not Applicable
Assigned to Instructional Salary Scale	Retirements - High School	Kempsville	6/30/2022	Katherine W Fernandes	Special Education Teacher	Not Applicable	Not Applicable
Assigned to Instructional Salary Scale	Retirements - High School	Kempsville	6/30/2022	Martha E Mansfield	Health & Physical Education Teacher	Not Applicable	Not Applicable
Assigned to Instructional Salary Scale	Retirements - High School	Landstown	6/30/2022	William S Wales	Naval Science Instructor	Not Applicable	Not Applicable
Assigned to Instructional Salary Scale	Retirements - High School	Ocean Lakes	6/30/2022	Cathy A Cohen	Mathematics Teacher	Not Applicable	Not Applicable
Assigned to Instructional Salary Scale	Retirements - High School	Ocean Lakes	6/30/2022	Helen I Dondero	Mathematics Teacher	Not Applicable	Not Applicable
Assigned to Instructional Salary Scale	Retirements - High School	Ocean Lakes	6/30/2022	Brian G Finnegan	English Teacher	Not Applicable	Not Applicable
Assigned to Instructional Salary Scale	Retirements - High School	Salem	6/30/2022	Janet L Bright	Business Education Teacher	Not Applicable	Not Applicable
Assigned to Instructional Salary Scale	Retirements - Miscellaneous	Advanced Technology Center	6/30/2022	John B Nelson	Trade & Industrial Teacher	Not Applicable	Not Applicable
Assigned to Instructional Salary Scale	Retirements - Miscellaneous	Office of Student Support Services	6/30/2022	Kathleen M Boylan	School Social Worker	Not Applicable	Not Applicable
Assigned to Instructional Salary Scale	Other Employment Actions - Elementary School	Cooke	6/30/2022	Visa Nguyen	Fifth Grade Teacher (employee changed resignation date from 3/25/2022 to 06/30/2022)	Not Applicable	Not Applicable



## **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 [VBCPSSchoolboard@googlegroups.com](mailto:VBCPSSchoolboard@googlegroups.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.