



VIRGINIA BEACH CITY PUBLIC SCHOOLS

CHARTING THE COURSE

School Board Services

Beverly M. Anderson, Chair
At-Large

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

Daniel D. Edwards
District 2 – Kempsville

Sharon R. Felton
District 6 – Beach

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 T. Rye
District 5 - Lynnhaven

Carolyn D. Weems
District 4 - Bayside

Aaron C. Spence, Ed.D., Superintendent

School Board Regular Meeting Agenda

Tuesday, August 13, 2019

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

In accordance with School Board Bylaw 1-48 §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 is meeting"

INFORMAL MEETING

1. **Closed Meeting: Personnel Matters** (*einstein.lab*) **4:15 p.m.**
2. **Convene School Board Workshop**
 - A. School Board Administrative Matters and Reports
 1. School Board Mandatory Training Reminder
 2. School Board Member School Adoption FY20 Sign-Up (postponed until 8/27/2019)
 - B. Transportation Improvements for the FY20 School Year
 - C. Dental Benefits Update
3. **School Board Recess**..... **5:30 p.m.**

FORMAL MEETING

4. **Call to Order and Electronic Roll Call** (*School Board Chambers*)..... **6:00 p.m.**
5. **Moment of Silence followed by the Pledge of Allegiance**
6. **Student, Employee and Public Awards and Recognition**
Exemplar Performance School Awards
7. **Superintendent's Report**
8. **Hearing of Citizens and Delegations on Agenda Items**

The School Board will hear public comment on items germane to the School Board Agenda for the meeting from citizens who have signed up to speak with the Clerk of the School Board. Citizens are encouraged to sign up by noon the day of the meeting by contacting the Clerk at 263-1016 and shall be allocated 4 minutes each until 7:30 p.m., if time is available. If time does not permit all members of the public to speak before 7:30 p.m., an additional opportunity for public comment on Agenda items may be given after the Information section of the Agenda. All public comments shall meet the [Board Bylaw 1-48](#) requirements for Decorum and Order.



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School Board Regular Meeting Agenda (continued)

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9. Approval of Minutes: July 8-9, 2019 School Board Retreat / Abridged Regular Meeting

10. Adoption of the Agenda

11. Consent Agenda

All items under the Consent Agenda are enacted on by one motion. During Item 11 – Adoption of the Agenda – School Board members may request any item on the Consent Agenda be moved to the Action portion of the regular agenda.

- A. Recommendation of General Contractor: Salem High School Tennis Courts
- B. Brookwood Elementary School / Plaza Annex Dominion Energy Easement
- C. Policy 3-38 Competitive Negotiations/Awards/Small Professional Service Contracts

12. Action

Personnel Report / Administrative Appointment(s) **UPDATED 8/22/2019**

13. Information

- A. An Achievable Dream Memorandum of Agreement and Update
- B. Green Run Collegiate Charter Agreement Renewal

14. Standing Committee Reports

15. Conclusion of Formal Meeting

16. Hearing of Citizens and Delegations on Non-Agenda Items

At this time, the School Board will hear public comment on items germane to the business of the School Board that are not on the School Board's Agenda for the meeting from citizens who sign up to speak with the Clerk of the School Board by 3:00 p.m. the day of the meeting and shall be allocated 4 minutes each. All public comments shall meet the [School Board Bylaw 1-48](#) requirements for Decorum and Order.

17. Workshop (as needed)

18. Closed Meeting (as needed)

19. Vote on Remaining Action Items

20. Adjournment



Subject: Closed Session Item Number: 1

Section: Closed Meeting Date: August 13, 2019

Senior Staff: N/A

Prepared by: Ms. Kamala Hallgren Lannetti, Deputy City Attorney

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

Recommendation:

MOTION: I move that the School Board recess into a closed meeting pursuant to the exemptions from open meetings allowed by Section 2.2-3711, Part A, Paragraph 1 of the *Code of Virginia*, 1950, as amended, for

PERSONNEL MATTERS: 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 pursuant to Section 2.2-3711(A) (1); namely to

- A. conduct a hearing regarding a grievance filed by an administrator;
- B. discuss the resignations of specific administrators; and
- C. discuss and consider the Superintendent's annual goals and performance expectations.

RECONVENE IN OPEN SESSION:

CERTIFICATION:

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

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

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

ACTION AS NEEDED:

Background Summary:

Appropriate requests have been made for a closed meeting.

Source:

Bylaw 1-37 and *Code of Virginia*, Section 2.2-3711

Budget Impact:

N/A



Subject: Transportation Improvements for the FY20 School Year **Item Number:** 2B

Section: Workshop **Date:** August 13, 2019

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

Prepared by: Jack Freeman and David Pace, Executive Dir., Office of Transportation & Fleet Management

Presenter(s): Jack Freeman and David Pace

Recommendation:

School Board to receive information regarding student transportation efficiency improvements for the FY20 school year.

Background Summary:

A new transportation software solution will be implemented for the FY20 school year that will enable improved routing of school buses.

Source:

Internal Audit Report, all improvements are supported by findings in the “Transportation Ridership Audit” dated April 28, 2019.

School Board Policies and Regulations 3-76, 3-77, 3-77.1, 3-78, 3-78.1

Budget Impact:



Subject: Dental Plan Update **Item Number:** 2C

Section: Workshop **Date:** August 13, 2019

Senior Staff: Farrell E. Hanzaker, Chief Financial Officer

Prepared by: Farrell E. Hanzaker, Chief Financial Officer

Presenter(s): Farrell E. Hanzaker, Chief Financial Officer and Linda Matkins, Director Consolidated Benefits

Recommendation:

The School Board give approval to move forward with the change in our contract with MetLife to exclude Medicare-eligible retirees from VBCPS Dental Plan effective January 1, 2020.

Background Summary:

In 2004 Medicare-eligible retirees were allowed to remain on our dental plan due to the lack of availability of individual dental plans and because there was no perceived additional cost to allow them to remain on the plan. The marketplace has changed dramatically since then as there are many individual dental plans now that are very competitively priced and with equal to or greater coverage than our current dental plan. If Medicare-eligible retirees are allowed to remain on our plan, there will be an additional cost of \$2.60 per member per month (all members not just Medicare-eligible) and they would also create an additional cost to our Other Post-Employment Benefits (OPEB) Trust.

To continue to provide a dental option for our Medicare-eligible retirees without creating a liability for our plan and additional cost to current employees, MetLife offers a TakeAlong Dental plan for Medicare-eligible retirees in which they may enroll on an individual basis once they leave our plan. The MetLife TakeAlong plan has greater annual coverage amount and the Subscriber Only, Subscriber + Spouse, and Family premiums are less than our current dental plan.

Source:

Current MetLife Dental Plan for School and City Employees/Retirees and MetLife TakeAlong Dental Plan for School and City Employees

Budget Impact:

The OPEB GASB-45 Liability additional cost is undetermined at this time.



Subject: Exemplar Performance School Awards **Item Number:** 6A

Section: Student, Employee and Public Awards and Recognition **Date:** August 13, 2019

Senior Staff: Ms. Natalie Allen, Chief Communications and Community Engagement Officer, Department of Communications and Community Engagement

Prepared by: Ms. Rosemary Gladden, Public Relations Coordinator

Presenter(s): Mrs. Beverly Anderson, Chairwoman, and Dr. Aaron C. Spence, Superintendent

Recommendation:

That the School Board recognize 15 schools recognized by the state Board of Education (BOE) with Exemplar Performance School Awards.

Background Summary:

The Exemplar Performance School Awards replace the BOE's Virginia Index of Performance (VIP) recognition program for Virginia's schools. This new program reflects the state's revised accreditation standards.

Source:

Virginia Department of Education press release

Budget Impact:

None



Subject: Approval of Minutes **Item Number:** 9

Section: Approval of Minutes **Date:** August 13, 2019

Senior Staff: N/A

Prepared by: Dianne P. Alexander, School Board Clerk

Presenter(s): Dianne P. Alexander, School Board Clerk

Recommendation:

That the School Board adopt minutes from their July 8/9, 2019 Retreat/*Abridged* meeting as presented.

Background Summary:

Source:

Bylaw 1-40

Budget Impact:

N/A



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Aaron C. Spence, Ed.D., Superintendent

School Board Retreat/*Abridged* Meeting MINUTES

Monday/Tuesday, July 8 & 9, 2019

Old Donation School Schola
4633 Honeygrove Rd.
Virginia Beach, VA 23455

Monday, July 8, 2019

The School Board convened in the Schola at Old Donation School at 1:00 p.m. on Monday, July 8, 2019. In addition to Superintendent Spence, all School Board members were present. Ms. Holtz arrived late at 2:27 p.m.

Governance Structure: As chair of the School Board Ad Hoc Committee for Retreat Planning, Vice Chair Melnyk shared the basis for the committee's decision relative to governance training requested by the majority of the School Board. She reported on options explored by the committee and factors considered in making the decision to request Superintendent Spence introduce a governance structure as derived from Doug Eadie, Meeting the Governing Challenge 2007 publication of which he is a viewer, and also featured at a national conference attended by several School Board members. Below is an outline of the governing structure presentation:

- Governing Work: Continuously answering at least 3 critical questions
 1. Where are we headed over the long run in terms of educational services, educational performance, facilities, technology, etc.? (Answered by strategic planning/decision-making process)
 2. Where is our district now and over the short term? (Answered by updating strategic agenda and operational planning/budgeting)
 3. How are we doing? (the accountability question, answered by performance oversight/monitoring)
- Examples of the work
 - Periodically updating core values, vision for the future, and mission
 - Playing a leading role in defining the policies that clarify the operations of the division
 - Playing a leading role in strategic decision-making, setting clear strategic directions and priorities
 - Ensuring that the annual operating agenda includes measurable performance targets and that the annual budget reflects those targets and addresses the most important operational issues
 - Carefully reviewing and adopting the annual budget
 - Working to ensure that we possess the financial and other resources necessary to fully carry out the mission



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- Monitoring educational, operational and financial performance, identifying significant issues, and seeing that they are resolved
- Ensuring that the Board's governing capacity is systematically developed on an ongoing basis and that Board members' governing knowledge and skills are systematically developed

He described a model committee structure as one that provides opportunities to engage in this work, and corresponds to broad governing streams (e.g., planning and budget, policy, performance monitoring), and presented four committee recommendations for the School Board to consider:

- 1) Keep the School Board's Policy Committee active (great example of a high functioning School Board Committee)
- 2) Keep the Audit Committee active and expand its function as a Performance Monitoring Committee responsible for working with administration in updating the content and format of performance reports being sent to the Board (e.g., student testing updates, program evaluation calendar and reporting, strategic plan/navigational marker reporting), reviewing performance reports and identifying issues and opportunities, assisting with presentation of performance reports at regular Board meetings, and overseeing both internal and external audit functions. Performance Monitoring Committee work examples suggested identifying opportunities to strengthen educational, administrative, and financial reporting to the School Board; reviewing process for briefing the School Board on both internal and external audit processes and questions needing attention; and establishing guidelines for reviewing reports and arriving at judgments relative to performance of the division
- 3) Add a Planning Committee responsible for working with Administration in updating the strategic and operational planning/budgeting processes and calendars; coordinating Board Member engagement in the strategic and operational planning processes, including the budget; and recommending key planning "products" to the full Board for review and approval (e.g., updates to the vision/mission statement, new strategic plan, the annual budget). Planning Committee work examples suggested establishing annual strategic operating priorities and targets/goals, leveraging those priorities to guide budget development, identifying operational issues needing attention in the budget (e.g., unmet needs, transportation, compensation, etc.), and identifying and prioritizing opportunities for innovation in the division
- 4) Add a Board Governance Committee headed by the School Board Chair and include the chairs of the other standing committees. Responsibilities for this committee include coordinating and managing the School Board's work, managing the relationship between the School Board and the Superintendent including the Superintendent's annual performance evaluation and School Board self-evaluation. Work examples suggested establishing Board-Superintendent communication expectations and guidelines, ensuring an effective process for evaluating the Superintendent and overseeing the process, and ensuring an effective process for School Board self-evaluation

Superintendent Spence explained the objective is to engage School Board members earlier rather than later in matters such as the budget process where currently the School Board receives a proposal and then reacts. Instead, he would prefer a system in place that will allow for input on the front-end in order to provide Administration very clear direction.

Discussion ensued regarding how committees and membership would be selected noting some School Board members' concern with recent committee assignments. Superintendent Spence noted such concerns could not be resolved in discussions with each other, and encouraged the School Board to work through fundamental disagreements in a facilitated conversation to come to an agreement on process



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and accountability advocating for the School Board to re-establish a relationship with the Virginia School Boards Association (VSBA) for assistance in this matter.

Following discussion, there was majority consensus for a new structure to be designed in a School Board Bylaw and vetted through the Policy Review Committee (PRC).

Discussion concluded at 2:09 p.m.

Compass to 2020: A Look Back: Marc A. Bergin, Ed.D., Chief of Staff, walked the School Board through a review of progress in the division's strategic plan, *Compass to 2020*, committed to setting and supporting high academic expectations for all students, providing multiple pathways through personalized learning, fostering the social-emotional development of students, and creating a culture of growth and excellence for students, staff, and the wider community. Highlights for Years 1-3 (school year 2015-16, 2016-17, and 2017-18) were reviewed to include celebration of 100 percent of division schools being accredited. Lisa A. Banicky, Ph.D., Executive Director of Planning, Innovation and Accountability, unveiled 2018-19 school year program and data highlights to include the launch of the strategic planning process with the Compass Collaborative expanded beyond Chief Officers to principals from each school level added to the group to provide input and feedback. It was noted, in gathering input into the final strategic action agenda, one of the recurrent themes was not to add new focus areas in the final year of the framework, but allow schools to go deeper into the work with the freedom to prioritize among the action items.

This presentation concluded at 2:54 p.m.

The School Board took a brief recess and reconvened at 3:15 p.m.

Beyond Compass to 2020: The Next Strategic Framework: Marc A. Bergin, Ed.D., Chief of Staff, shared information related to the development of the division's next strategic framework recommended to be called *Compass to 2025*. They reviewed the strategic planning process, composition of the Strategic Plan Committee, and work to gather input by hosting a Virtual Town Hall, meetings with staff and stakeholders to inform the development of a communitywide strategic plan survey asking respondents to indicate how critical a particular skill is for students' success. Also asked was whether a particular strategy or initiative should be a priority to help students gain the knowledge, skills, and characteristics necessary for future success. Lisa A. Banicky, Ph.D., Executive Director of Planning, Innovation and Accountability; provided specifics on what occurred over the course of committee meetings, and reviewed the analysis of the strengths, weaknesses, opportunities, and threats that were identified in the process to help develop the following proposed goals for the framework:

➤ **Educational Excellence**

Challenge and support all students to excel academically by demonstrating the foundational literacies, core knowledge, and transferrable life skills outlined in the VBCPS Graduate Profile.

Equity Emphasis: Identify and address inequities in **achievement outcomes** by investigating and implementing best practices and seeking innovative solutions.

➤ **Student Well-Being**

Create an inclusive learning environment that supports the physical and mental health of all students and strengthens the social-emotional skills they need to become balanced, resilient learners who are personally and socially responsible.



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Equity Emphasis: Engage in culturally responsive practices division-wide. Identify and address inequities in discipline practices by investigating and implementing best practices and seeking innovative solutions.

➤ **Student Ownership of Learning**

Engage all students in rigorous, authentic, and student-centered learning to help them identify their passions, take ownership of their learning, and create a plan for pursuing their postsecondary goals.

Equity Emphasis: Identify and address inequities in learning opportunities for students by investigating and implementing best practices and seeking innovative solutions.

➤ **An Exemplary, Diversified Workforce**

Foster a positive working climate that values and invests in a high-quality, diversified workforce who exemplify the division's core values.

Equity Emphasis: Place a priority on recruiting, retaining, and promoting a workforce representative of our diverse student population.

➤ **Mutually Supportive Partnerships**

Cultivate mutually supportive partnerships among families, schools, the division, businesses, military, faith-based, civic and city agencies to support student well-being, enhance real-world learning, and broaden opportunities for career exploration and experience.

Equity Emphasis: Strengthen connections and communication with families and students in most need of additional support.

➤ **Organizational Effectiveness and Efficiency**

Pursue the effective and efficient use of division resources, operations, and processes to support the division's vision, mission, and strategic goals.

Equity Emphasis: Ensure equitable distribution of human, fiscal, and capital resources across the division.

After receiving feedback from the School Board, next steps reported included convening the Compass Collaborative to develop strategies and identify indicators in July 2019; seeking feedback on strategies and indicators as part of the summer Leadership Conference in July/August 2019; presenting the full strategic framework for public comment in October 2019 for adoption in November/December 2019.

This presentation concluded at 4:08 p.m.

Budget Priorities: Farrell E. Hanzaker, Chief Financial Officer, presented an economic update and forecast at the state, regional and local level; and provided a brief overview of 2019-20 fiscal year revenue by fund category totaling \$906 million. He explained budgetary goals and challenges identified in the areas of programmatic priorities related to the expansion of existing programs or addition of new ones; employee compensation and benefits; technology in order to maintain 1:1 access for all students and continue plans for interactive white board replacement; life cycle needs for school buses, white fleet vehicles, and copier/multi-function devices; state and federal mandates outlined in the Every Student Succeeds Act of 2015 (ESSA); lagging state funding where public education policy changes have led to



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meager growth in state K-12 Standards of Quality (SOQ) spending; school safety to implement recommendations from the Blue Ribbon Panel on School Safety and Security; and structural flaws in the operating budget whereby the division is relying on one-time funding for ongoing expenses for the 10th consecutive year. Status of full-day kindergarten implementation throughout the division was reported with only three schools impacted by construction projects remaining for implementation in 2020/21. Unmet needs for non-technology items and technology items were outlined, and salary increase scenarios were provided along with other compensation considerations. He reported must do's and possible funding sources along with potential savings that may be generated by middle school schedule changes, transportation efficiencies, and baseline adjustments. Additional funds in the FY2020/21 operating budget were forecast at a potential \$24 million. In response to a request for School Board members to advise of budget priorities to be used as guidance in the development of the Superintendent's Estimate of Needs FY2020/21, top priorities were identified as funding full-day kindergarten in the operating budget; increasing additional duty supplements, allowances and advanced degrees; high school class size; and compensation in addition to addressing items from the unmet needs list. Other areas discussed included the fine arts program and special education.

The School Board recessed Monday, July 8, at 5:05 p.m. to reconvene Tuesday, July 9, at 9:00 a.m.

Tuesday, July 9, 2019

The School Board reconvened in the Schola at Old Donation School at 9:00 p.m. on Tuesday, July 9, 2019. In addition to Superintendent Spence, all School Board members were present.

School Start Times: Daniel F. Keever, Senior Executive Director of High Schools, led the School Board through the timeline since they first requested a review of school start times in July 2015 until they approved a resolution in November 2018 directing the Superintendent to develop options that allow adolescent students to start school later. He reviewed the research supporting the rationale for change; factor rankings by parents, staff and students; survey results and option preferences to include tier order; and feedback on options from specific groups to include elementary, middle and high school principals, Teacher Assembly/Teacher Forum, Superintendent's Student Advisory Committee, and community meetings. He then introduced Administration's recommendation for an ES-ES-MS-HS tiered model with the goal for Elementary A schools to not start before 7:40 a.m. resulting in no elementary school starting before 7:00 a.m.; and high school dismissal around 4:00 p.m. with all adolescent students starting around or after 8 a.m. and middle school students having an earlier release time. With the recommendation came challenges identified as the need for time between tiers to be compressed, the potential for additional bus drivers, field lighting at all high schools requiring an additional \$2.5 million more in one-time costs, and an impact to transportation for middle school athletics/elementary tutoring. The next step proposed by Administration was to slightly modify the timeline to allow the Transportation team the month of September 2019 to utilize a new system in order to pinpoint the exact start and end times for the proposed tiering scenario. Then, in October, the School Board will be asked to act on the final Administrative recommendation for implementation in September 2020 for the 2020/21 school year allowing the 2019/20 school year to be the planning year for any shift in start times. David L. Pace, Executive Director of Transportation and Fleet Management Services, noted the challenge in meeting the 4:00 p.m. high school dismissal goal, acknowledging the issue is not the start/stop times, rather, the concern is related to the embedded programs. Superintendent Spence explained the request is for the



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School Board to give a green light for Administration to move forward and allow Transportation to return in October to share progress, efficiencies and costs so that the School Board can decide one way or another in October 2019.

The School Board took a brief break at 10:35 a.m. at which time Ms. Holtz departed the retreat temporarily returning during the lunch break.

Upon reconvening at 10:48 a.m., and after a summation by Superintendent Spence, the School Board reached consensus, with Ms. Manning dissenting, to wait until October for Administration to bring forth a final recommendation.

This presentation concluded at 10:51 p.m.

Policy Priorities: Policy Review Committee (PRC) Update: Marc A. Bergin, Ed.D., Chief of Staff, provided a quick overview of the work of the Policy Review Committee (PRC) by providing an itemized list of policy updates since the 2016/17 school year.

Cell Phone Policy: Marc A. Bergin, Ed.D., Chief of Staff, reported on changes made to the cell phone policy back to 2012 when elementary school students were added; and, in 2015 when a change was prompted by high school principals due to the high number of referrals for cell phone possession. He explained the elimination of the regulation to allow each school to determine rules for cell phones, and provided facts about the addition of the Bring Your Own Device (BYOD) guidelines. Hanover Research Council findings and similar themes generated through comments by the Teacher Forum Leadership Council (TFLC) were reported to include the view of proponents and opponents, the most common policy for a relaxed ban but mandate devices be turned off during instructional time unless used for instructional purposes, and desire of the majority of parents preferring students be permitted to possess a phone for emergency communication. Donald E. Robertson, Jr., Ph.D., Chief Schools Officer, referenced literature around the use of devices and reviewed an analysis of 157 responses generated by TFLC members regarding the benefits, challenges and solutions of students having access to personal devices during the school day, as well as other school division policies. Senior Executive Directors from the Department of School Leadership reported on experiences at each level – elementary, middle and high. Following lengthy discussion, Superintendent Spence summarized the direction to move forward with the intent to seek further feedback from principals and teachers regarding the possible elimination of the use of cell phones during instruction to be considered by the Policy Review Committee (PRC) in the development of new regulation to replace BYOD guidelines.

This presentation concluded at 12:03 p.m.

Legislative Priorities: Dr. Marc A. Bergin, Ed.D., Chief of Staff, distributed the current 2019 Legislative Agenda along with a list of unfunded mandates totaling \$44.6 million for consideration in the development of the School Board's next legislative agenda.

Scratch Cooking Demonstration: John "Jack" Freeman, Chief Operations Officer, introduced John E. Smith, Ed.D., Director of Food Services, to provide a quick overview of the work on the scratch cooking initiative relative to implementation, career ladder opportunities, and funding. District Chef York "Kip" D. Poole explained the platform during a sampling lunch demonstration.

After the lunch break, the School Board reconvened for the next presentation at 1:13 p.m.



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Student Discipline Hearings and Procedures: School Board Legal Counsel, Kamala H. Lannetti, Deputy City Attorney, led the School Board in a discussion regarding issues related to student discipline hearings, and procedures. She provided a brief overview of the law reporting on the federal government's emphasis on reducing student discipline; and the state's efforts with an emphasis on positive behavior intervention supports, limitation of reasons and number of days of suspension, and focus on restraint and seclusion regulation. The process for investigating student discipline matters was explained as well as due process requirements. Michael B. McGee, Director of Student Leadership, presented information on the various disciplinary actions including comparative data for the past ten years on the number of incidents, short term suspensions, long term suspensions, expulsions, and number of School Board hearings. Issues presented throughout the school year by School Board hearing teams were reviewed, and actions taken to-date by School Administration to address concerns were described. Several discipline scenarios were presented by Donald E. Robertson, Ph.D., Chief Schools Officer, to further characterize short term suspension, long term suspension, and an expulsion offense. School Board members were then asked to identify any additional issues, concerns, and priorities for School Administration to address either in a memo to the School Board or in a workshop during the second quarter of the agenda topic forecast.

This presentation concluded at 2:24 p.m.

Transformational Learning: Update on the Work of Teaching and Learning: Kipp D. Rogers, Ph.D., Chief Academic Officer, launched an update on the work of the Department of Teaching and Learning related to Transformational Learning. Nicole M. DeVries, Ph.D., Director of K-12 and Gifted Programs, presented an overview of the work regarding recess; James M. Pohl, Ph.D., Executive Director of Secondary Teaching and Learning, presented an update on work in the area of innovative practices; Robert B. Jamison, Coordinator of Guidance, presented an update related to academic and career planning; Roni Myers-Daub, Ed.D., Executive Director of Programs for Exceptional Children, presented information in the area of special education; and Danielle E. Colucci, Executive Director of Elementary Teaching and Learning, presented an update on the work related to kindergarten. Other updates were presented on instructional learning (coaching in the division) and leveraging technology.

This presentation concluded at 3:28 p.m.

After a brief break, the School Board reconvened at 3:48 p.m.

Future Workshop Topics/Quarterly Forecast Development: Superintendent Spence reminded School Board members to work through their Legislative Committee on legislative proposals to be considered in the development of the School Board's next legislative agenda.

Potential topics identified for future workshops included an update on Positive Behavioral Intervention and Supports (PBIS); 2Revolutions prototyping network; school start times update in October; cell phone policy; response to student discipline process issues; graduation requirements related to internships/workplace experience; the One Lunch program; foreign language instruction; influence of legislative action related to the school calendar; enrollment and selection process for the Old Donation School as well as other specialized programs; process by which School Board members present committee reports; and technology update related to the use of Chromebooks.



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Reflections and Wrap-Up: Summary of Action Items from the Retreat: Superintendent Spence summarized action items related to the Policy Review Committee's (PRC) review of the introduced committee structure; collection of former student employment data; budget priorities; study of transportation needs pertaining to Administration's school start time proposal; PRC's review of input and suggested guidelines on cell phones; and review and response to concerns around student discipline issues. Finally, upcoming events were announced.

The retreat concluded at 4:04 p.m.

Abridged Regular School Board Meeting

1. **Call to Order and Roll Call:** Chairwoman Anderson called the abridged meeting to order at 4:05 p.m. In addition to Superintendent Spence, all School Board members were present.
2. **Approval of Minutes:** June 25, 2019 Regular Meeting: Ms. Holtz made a motion, seconded by Vice Chair Melnyk, that the School Board approve the minutes of their June 25, 2019 regular meeting as presented. The motion passed (ayes 10, nays 0; 1 abstention – Manning who was not present at the June 25 meeting).
3. **Adoption of the Abridged Meeting Agenda:** Ms. Riggs made a motion, seconded by Ms. Felton, that the School Board adopt the abridged meeting agenda as presented. The motion passed unanimously.
4. **Action:**
 - A. **Personnel Report/Administrative Appointments:** Vice Chair Melnyk made a motion, seconded by Ms. Felton, that the School Board approve the appointments and accept the resignations, retirements and other employment actions as listed on the Personnel Report dated July 9, 2019 along with four administrative appointments as recommended by the Superintendent. The motion passed unanimously. Superintendent Spence noted approved administrative appointments will be introduced at the next regular School Board meeting as follows:

Name	Current Position	Approved Appointment
James J. Avery	Assistant Principal Cradock Middle School Portsmouth Public Schools	Assistant Principal Landstown High School (effective 7/24/2019)
Amy J. Dail	Assistant Principal King's Fork High School Suffolk Public Schools	Coordinator of Special Education Office of Programs for Exceptional Children Department of Teaching and Learning (effective date TBD)
Jason M. Niehoff	Instructional Technology Specialist Parkway Elementary School	Assistant Principal Malibu Elementary School (effective 7/10/2019)
Kristin L. Shuman	Reading Specialist Windsor Woods Elementary School	Assistant Principal Tallwood Elementary School (effective 7/10/2019)

- A. **Policy Review Committee Recommendations:** Ms. Riggs made a motion, seconded by Ms. Felton, that the School Board approve policies outlined in items 1-6 as recommended by the Policy Review Committee regarding review, amendment and repeal as determined at their June 6, 2019 meeting. Prior to a vote, Ms. Manning questioned the rationale for the



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deletion of Section A2 in Policy 3-38 – Competitive Negotiations/Awards/Small Professional Service Contracts - regarding Conditions for Use. School Board Legal Counsel Kamala H. Lannetti, Deputy City Attorney, recalled the language being redundant as captured elsewhere in another policy. Ms. Manning made a substitute motion, seconded by Ms. Hughes, to defer action on Policy 3-38 allowing for further clarification of the omission; and approve remaining policies outlined in items 2-6 as recommended. The motion passed unanimously, and the following policy recommendations were approved:

1. Policy 3-38 Competitive Negotiations/Awards/Small Professional Service Contracts deferred until further clarification can be provided on the omission of Section A2 regarding Conditions of Use believed to be captured in another policy
2. Policy 4-69 Research Involving Employees/Research Review Committee: Language added to define “internal purposes” and research related to personal pursuit of educational course work
3. Policy 5-8/Census: Repealed since state law requiring school divisions complete a census was repealed
4. Policy 5-10/Admission Requirements: Policy Review Committee 5-year review with only scrivener changes made and legal references updated to reflect current law
5. Policy 5-58/Student and Staff Wellness: Updated to reflect daily recess times for kindergarten thru 5th grade and the development of regulations and guidelines
6. Policy 5-67/Research Involving Students/Research Review Committee: Updated to define “internal purposes” and the rules that govern research by employees for their personnel educational pursuits

- B. Superintendent’s Contract Amendment #8: Ms. Holtz made a motion, seconded by Mr. Edwards, that the School Board approve Amendment #8 to the Superintendent’s Contract for Employment amending the term to July 1, 2019 through June 30, 2023, with all other terms of the contract and prior amendments remaining in effect. Prior to a vote, School Board Legal Counsel, Kamala H. Lannetti, Deputy City Attorney, and veteran School Board member Mr. Edwards responded to the line of questioning regarding the standard practice of extending the four-year contract with each passing year. Advantages of having a floating four-year contract and the safeguard it provides in maximizing the current superintendent’s employment opportunity was explained. It was further noted the contract could be terminated at any time with just cause. The motion then passed (ayes 8, nays 3 – Hughes, Manning, Weems), and contract Amendment #8 was approved as presented.

5. **Information:** An Achievable Dream Ad Hoc Committee Update: As chair of the Ad Hoc Committee for An Achievable Dream, Mr. Edwards presented an update on the work of the committee to amend the Memorandum of Agreement (MOA) regarding expanded enrollment/recruitment, adjustment of enrollment expectations, transportation cost-sharing, and secondary program facility. In response to Ms. Manning’s concern about the School Board being asked to consider amendments to the MOA while secondary facility options were still being explored, Superintendent Spence provided a brief status report on properties and explained a



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commitment to provide a secondary facility is already outlined in the MOU noting the primary change is for a broader enrollment zone.

6. **Closed Session: Personnel Matters:** Vice Chair Melnyk made a motion, seconded by Ms. Riggs, that the School Board recess into a closed session pursuant to the exemptions from open meetings allowed by Section 2.2-3711, Part A, Paragraph 1 of the *Code of Virginia*, 1950, as amended, for Personnel Matters: Discussion of or consideration of interviews of prospective candidates for employment, assignment, appointment, promotion, performance, demotion, salaries, disciplining, or resignation of specific public officers, appointees, or employees, pursuant to Section 2.2-3711, (A) (1); namely to discuss performance evaluation of specific administrator(s).

The motion passed unanimously, and the School Board entered into a closed session at 4:30 p.m.

Individuals present for discussion: School Board members; School Board Legal Counsel, Kamala H. Lannetti, Deputy City Attorney; and Dianne P. Alexander, Clerk of the School Board.

The School Board reconvened in an open meeting at 4:37 p.m.

Certification of Closed Meeting: Vice Chair Melnyk made a motion, seconded by Ms. Riggs, that the School Board certifies that to the best of each member's knowledge, only public business matters lawfully exempted from open meeting requirements by Virginia law were discussed in the closed meeting to which this certification applies, and only such public business matters as were identified in the motion by which the closed meeting was convened were heard, discussed, or considered. The motion passed unanimously.

7. **Vote on Remaining Action Items:** None
8. **Adjournment:** There being no further business before the School Board, Chairwoman Anderson adjourned the meeting at 4:37 p.m.

Respectfully submitted:

Dianne P. Alexander, Clerk of the School Board

Approved:

Beverly M. Anderson, School Board Chair



Salem High School Tennis Courts

Subject: Recommendation of General Contractor **Item Number:** 11A

Section: Consent **Date:** August 13, 2019

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

Prepared by: Mr. Anthony L. Arnold, P.E., Executive Director, Facilities Services

Presenter(s): Mr. Anthony L. Arnold, P.E., Executive Director, Facilities Services

Recommendation:

That the School Board adopt a motion authorizing the Superintendent to execute a contract with Excel Paving Corporation, Inc. for the Salem High School Tennis Courts in the amount of \$300,214.

Background Summary:

Project Architect:	Waller, Todd & Sadler Architects, Inc.
Contractor:	Excel Paving Corporation
Contract Amount:	\$300,214
Construction Budget:	\$400,000
Number of Responsive Bidders:	4
Average Bid Amount:	\$458,795
High Bid:	\$495,140

*This project is jointly funded between the School Division and the City's Department of Parks and Recreation.

Source:

Budget Impact:

CIP 1-004



Brookwood Elementary School/Plaza Annex

Subject: Dominion Energy Easement Agreement **Item Number:** 11B

Section: Consent **Date:** August 13, 2019

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

Prepared by: Mr. Anthony L. Arnold, P.E., Executive Director, Facilities Services

Presenter(s): Mr. Anthony L. Arnold, P.E., Executive Director, Facilities Services

Recommendation:

That the School Board authorize the Chairman to execute the easement agreement with Dominion Energy for providing electrical service to the Plaza Annex addition.

Background Summary:

The easement will allow Dominion Energy to provide permanent underground electrical service to the planned addition to the Plaza Annex. The upgraded service will be fed from Brookwood Elementary School.

Source:

Budget Impact:

N/A

Prepared by: VIRGINIA ELECTRIC AND POWER COMPANY

THIS AGREEMENT, made this _____ day of _____, 20____ between the SCHOOL BOARD OF THE CITY OF VIRGINIA BEACH, a municipal corporation of the Commonwealth of Virginia, hereinafter called "Owner", GRANTOR, and VIRGINIA ELECTRIC AND POWER COMPANY d/b/a DOMINION ENERGY VIRGINIA, a Virginia Corporation, hereinafter called "Company", GRANTEE.

W I T N E S S E T H:

That for the sum of One Dollar (\$1.00), and other valuable considerations, the receipt whereof is hereby acknowledged, Owner grants unto Company and its successors, the perpetual right, privilege and easement of right of way for underground utilities (hereinafter the "Easement") in widths as shown on attached plat to lay, construct, operate and maintain one or more lines of underground conduits and cables, as Company may from time to time deem expedient or advisable, located in the Easement hereinafter described, for the purpose of transmitting and distributing electric power by one or more circuits; together with all wires, conduits, cables, transformers, transformer enclosures, concrete pads, manholes, handholes, connection boxes, ground connections meters, attachments and also the perpetual right, privilege and easement of right of way to construct, operate and maintain a pole line for transmitting and distributing electric power, including all wires, poles, attachments, ground connections, equipment, accessories and appurtenances desirable in connection therewith (hereinafter referred to as "facilities"), over, under, across and through certain lands of Owner situated in the City of Virginia Beach, Virginia, identified and described as shown on Plat Number 25-19-0086, hereto attached and made part of this agreement; the location of the boundary lines of such right of way being shown in broken lines on the said plat.

The facilities erected hereunder shall remain the property of Company. Company shall have the right to inspect, rebuild, remove, repair, improve, relocate on the right of way described above, and make such changes, alterations, substitutions, additions to or extensions of its facilities as Company may from time to time deem advisable.

Company shall at all times have the right to keep the right of way clear of all buildings, structures and other obstructions (except fences), trees, roots and undergrowth. Company shall promptly remove from the Easement any trash or debris resulting from the exercise of the rights hereby granted. All trees and limbs cut by Company at any time shall remain the property of Owner.

For the purpose of constructing, inspecting, maintaining or operating its facilities, Company shall have the tight of ingress to and egress from the Easement over the lands of Owner. Company shall exercise such right in such manner as shall occasion the least practicable damage and inconvenience to Owner. Company shall repair damage to roads, fences or other improvements and shall pay for all other damage when such damage results from the construction, inspection or maintenance of Company's facilities, provided Owner gives written notice thereof to Company within sixty (60) days after such damage occurs.

Owner, its successors and assigns, may use the Easement area for any purpose not inconsistent with rights hereby granted, provided such use does not interfere with or endanger the construction, operation and maintenance of Company's facilities and provided that no buildings, structures, or other obstructions (except fences) may be constructed on the right of way.

It is further understood and agreed between the parties that:

The rights granted herein to Company are non-exclusive and Owner shall at all times have the right to make or grant such other use of the Easement area as shall not be inconsistent with the exercise by Company of the rights and privileges granted to it hereunder.

The Easement hereby granted is subject to existing rights, if any, of third persons to the extent that such rights are of record so as to constitute constructive notice to Company.

If Company shall discontinue the use of the easement area all rights granted hereby shall cease and terminate, and upon demand of Owner, Company will at its cost and expense remove its facilities from the Easement area and restore the land to substantially the condition in which it was at the time when the Easement was granted.

Upon demand by Owner, and upon the granting to Company of an equivalent Easement in a reasonably practicable location, Company will relocate its facilities upon such Easement, whereupon all rights hereby granted in respect of the vacated portion of the Easement herein described shall cease and terminate. For so long as the City of Virginia Beach retains ownership of the subject property, relocation costs shall be borne solely by the Owner. In the event ownership of the subject property is transferred to a third party, relocation costs will be the sole responsibility of the Owner.

NOTICE TO LANDOWNER: You are conveying rights to a public service corporation. A public service corporation may have the right to obtain some or all of these rights through exercise of eminent domain. To the extent that any of the rights being conveyed are not subject to eminent domain, you have the right to choose not to convey those rights and you could not be compelled to do so. You have the right to negotiate compensation for any rights that you are voluntarily conveying.

IN WITNESS WHEREOF, Owner has caused its name to be signed hereto by its Chairman, and its corporate seal to be affixed as of the day and year first above written, and Company has caused its name to be signed hereto by its Authorized Representative, as of the day and year first above written.

APPROVED AS TO CONTENTS



Anthony L. Arnold, Executive Director
Office of Facilities Services

APPROVED AS TO LEGAL
SUFFICIENCY AND FORM



Debra M. Bryan, Associate City Attorney
City Attorney's Office

THE SCHOOL BOARD OF THE CITY OF
VIRGINIA BEACH

By: _____
Chair

VIRGINIA ELECTRIC AND POWER COMPANY
d/b/a DOMINION ENERGY VIRGINIA

By: _____
Sean G. Stevens, Authorized Representative

STATE OF VIRGINIA
City of _____, to wit:

I, _____, a Notary Public in and for the State of Virginia at Large,
whose commission expires _____, do hereby certify that
_____, whose name is signed to the foregoing writing dated the
_____ day of _____, 20____, as Chairman of the School Board of the
City of Virginia Beach, have acknowledged the same before me on this _____ day of
_____, 20____, in the City and State aforesaid.

Given under my hand this _____ day of _____, 20____.

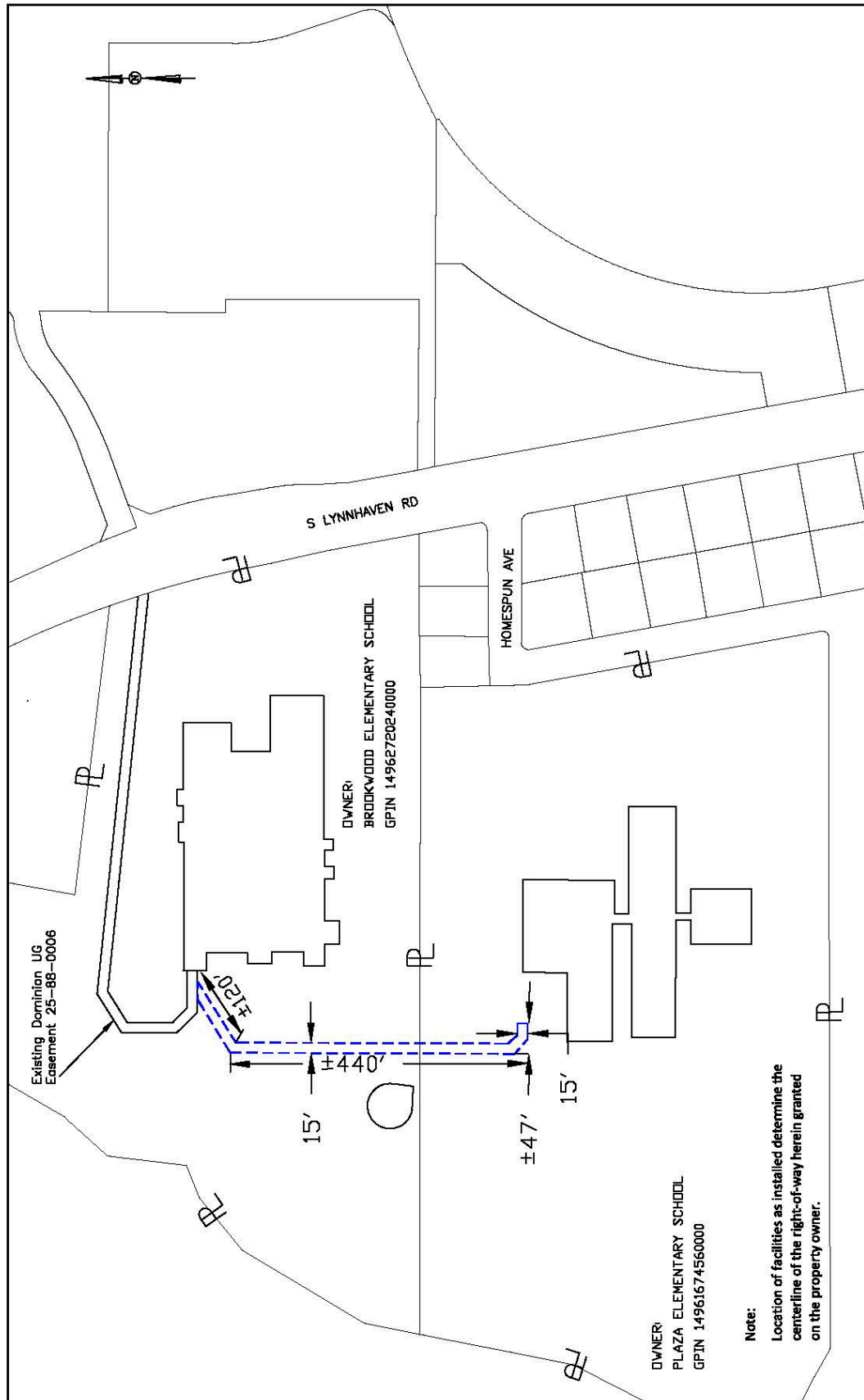
Reg No _____
Notary Public

STATE OF VIRGINIA
City of _____, to wit:

I, _____, a Notary Public in and for the State of Virginia at Large,
whose commission expires _____, do hereby certify that Sean G. Stevens,
whose name is signed to the foregoing writing dated the _____ day of
_____, 20____, as Authorized Representative of Virginia Electric and Power
Company d/b/a Dominion Energy Virginia, has acknowledged the same before me on this
_____ day of _____, 20____, in the City and State aforesaid.

Given under my hand this _____ day of _____, 20____.

Reg No _____
Notary Public



LEGEND		Scale NTS		UG	
— — Location of Boundary Lines of Right-of-Way 15' in Width. —==— Indicates Property Line is Right-of-Way Boundary		District EASTERN REGION		PLAT TO ACCOMPANY RIGHT-OF-WAY AGREEMENT VIRGINIA ELECTRIC AND POWER COMPANY doing business as Dominion Energy Virginia	
		County-City VIRGINIA BEACH Plat Number 25-VIRGINIA BEACH 19-25-0086 Work Request Number 10294937		State VA	
DATE 06.14.2019		BY SHUKHRAT SABIROV		OWNER INITIALS _____	
				Page _____ of _____	



Subject: Policy 3-38 Policy Review Committee Recommendation **Item Number:** 11C

Section: Consent **Date:** August 13, 2019

Senior Staff: Marc A. Bergin, Ed.D., Chief of Staff

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

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

Recommendation:

That the School Board approve the amendment of Policy 3-38 / Competitive Negotiations/Awards/Small Professional Service Contracts as recommended by the Policy Review Committee at their June 6, 2019 meeting.

Background Summary:

1. Policy 3-38 / Competitive Negotiations/Awards/Small Professional Service Contracts

Section 2 is recommended for deletion. The language in the section is redundant and covered under Policy 3-32 section B/ Small Purchases/Professional Service Contracts, which was updated in February of 2018

Source:

Code of Virginia, 1950, as amended, §22.1-253.12:7 School Board Policies.
Policy Review Committee Meeting of June 6, 2019

Budget Impact:

None

BUSINESS AND NONINSTRUCTIONAL OPERATIONS

Competitive Negotiations/Awards/Small Professional Service Contracts

A. Generally

1. Definition of Competitive Negotiations

Competitive negotiation is a method of source selection which involves individual discussions between the School Division~~school board~~ and the offeror on the basis of responses to the School Division's~~school board's~~ request for proposals. The source selection method of competitive negotiation incorporates the applicable provisions of the Virginia Public Procurement Act, Virginia Code § 2.2-4300, *et seq.*, in addition to the provisions outlined in this Policy, related policies and regulations and the School Division's Business Services Manual.

~~2. Conditions for Use~~

~~Upon a determination by the purchasing authority in writing that competitive sealed bidding is either not practicable or not advantageous to the school board, goods, services, insurance and, in specified instances permitted by § 2.2-4303 and § 2.2-4346 of the Virginia Public Procurement Act, construction may be procured by competitive negotiation. The writing shall document the basis for this determination.~~

~~3.~~ 2. Request for Proposals

Request for proposals shall be in writing and indicate in general terms that which is sought to be procured, specifying the factors which will be used in evaluating the proposal and containing or incorporating by reference the other applicable contractual terms and conditions, including any unique capabilities or qualifications which will be required of the contractor. If a numerical scoring system will be used in evaluating the proposal, the point system

used for such evaluation shall be made part of the RFP or provided through public notice no later than the final date for submission of the response to the RFP.

4.3.Public Notice

At least ten (10) days prior to the date set for receipt of proposals, public notice shall be given by posting in a public area normally used for posting of public notices and by publication in a newspaper of general circulation in the area in which the contract is to be performed, or both. The School Division may, but is not required to post public notices on applicable websites or other forms of social media. In addition, proposals may be solicited directly from potential contractors.

5.4.Evaluation Factors and Award

Selection shall be made of two or more offers deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the request for proposals, including price, if so stated in the request for proposal.

Negotiations shall then be conducted with each of the offers so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror, the School Division ~~school board~~ shall award the contract to the offeror which, in the School Division~~Board~~'s opinion, has made the best proposal. Should the S~~chool Division~~~~board~~ determine in writing and in its sole discretion that only one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror.

B. Contracting for Professional Services by Competitive Negotiation

1. Generally

Professional services (accounting, actuarial services, architecture, land surveying, landscape architecture, law, medicine, dentistry, optometry, pharmacy or professional engineering) shall be procured by competitive negotiation in accordance with the

Virginia Public Procurement Act, Virginia Code § 2.2-4300, *et seq.* in addition to the provisions outlined in this Policy, related policies and regulations and the School Division's Business Services Manual.

2. Discussion and Award

The purchasing authority shall engage in individual discussions with all offers deemed fully qualified, responsible and suitable on the basis of initial responses and with emphasis on professional competence to provide the required services. Repetitive informal interviews shall be permissible. Such offers shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed project as well as alternative concepts. These discussions may encompass nonbinding estimates of total project costs, including where appropriate, design, ~~construction~~and construction and life cycle costs. Methods to be utilized in arriving at price for services may also be discussed.

In accordance with law, pProprietary information from competing offers shall not be disclosed to the public or to competitors. At the conclusion of discussion, outlined herein, on the basis of evaluation factors published in the request for proposal and all information developed in the selection process to this point, the purchasing authority shall select in the order of preference two or more offers whose professional qualifications and proposed services are deemed most meritorious. Negotiations shall then be conducted beginning with the offeror ranked first. If a contract satisfactory and advantageous to the school board can be negotiated at a price considered fair and reasonable, the award shall be made to that offeror. Otherwise, negotiations with the offeror ranked first shall be formally terminated and negotiations conducted with the offeror ranked second, and so on until such a contract can be negotiated at a fair and reasonable price. Should the purchasing authority determine in writing and in ~~its~~his sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified and suitable than the

others under consideration, a contract may be negotiated and awarded to that offeror.

3. Exemptions

Single or term contracts for professional services shall not be subject to the requirement of competitive negotiation where the aggregate or the sum of all phases is not expected to exceed \$ 30,000; however, the purchasing authority shall provide for competition wherever practicable.

Editor's Notes

*For competitive sealed bidding/awards see School Board [Policy 3-35](#).
For emergency/small/small professional service contracts/sole source purchases
see School Board [Policy 3-32](#).*

For competitive negotiations and awards for the procurement of professional architectural awards and engineering services see School Board [Policy 3-39](#).

Legal Reference

Virginia Public Procurement Act, Virginia Code § 2.2-4300, *et seq.*, [as amended](#).

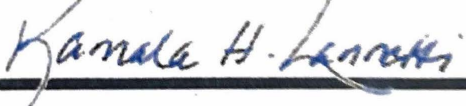
Adopted by School Board: February 16, 1993

Amended by School Board: August 2, 2000

Amended by School Board: September 3, 2002

[Amended by School Board: 2019](#)

APPROVED AS TO
LEGAL SUFFICIENCY





Subject: Personnel Report **Item Number:** 12

Section: Action **Date:** August 13, 2019

Senior Staff: Mr. John A. Mirra, Chief Human Resources Officer

Prepared by: John A. Mirra

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 August 13, 2019, personnel report.

Background Summary:

List of appointments, resignations and retirements for all personnel

Source:

School Board Policy #4-11, Appointment

Budget Impact:

Appropriate funding and allocations



Subject: An Achievable Dream Memorandum of Agreement (MOA) and Update **Item Number:** 13A

Section: Information **Date:** August 13, 2019

Senior Staff: Marc A. Bergin, Ed.D., Chief of Staff
Donald E. Robertson, Ph.D., Chief Schools Officer

Prepared by: Marc A. Bergin, Ed.D.
Donald E. Robertson, Ph.D.

Presenter(s): Donald E. Robertson, Ph.D.
Lee Vreeland, An Achievable Dream Academy President

Recommendation:

That the School Board receive the proposed MOA for An Achievable Dream Academy endorsed by the Ad Hoc Committee and update.

Background Summary:

The School Board established an Ad Hoc Committee for An Achievable Dream on May 22, 2018. The Committee met eight times allowing several weeks between meetings to allow VBCPS staff and AAD staff to develop needed data, alternatives and options. The committee, including community and parent representatives, staff and board members from AAD and VBCPS, had the task of addressing the needed adjustments to the Memorandum of Agreement (MOA) to address secondary schooling facilities and enrollment zones in the context of current and projected enrollment.

Sources:

Budget Impact:

AMENDED AND RESTATED MEMORANDUM OF AGREEMENT
BETWEEN
THE SCHOOL BOARD OF THE CITY OF VIRGINIA BEACH, VIRGINIA
AND AN ACHIEVABLE DREAM, INC.

THIS AMENDED AND RESTATED MEMORANDUM OF AGREEMENT (this MOA) or “Commitment to Succeed” is made this ____ day of August, 2019, by and between **THE SCHOOL BOARD OF THE CITY OF VIRGINIA BEACH, VIRGINIA**, a public body in accordance with the Constitution of Virginia Article VIII, Section 7, doing business as “Virginia Beach City Public Schools” (hereinafter “School Board” or “VBCPS”) and **AN ACHIEVABLE DREAM VIRGINIA BEACH, INC.**, a Virginia corporation (hereinafter “AAD”) (“Agreement”) and is embodied in the following agreements.

WHEREAS, on July 16, 2013, An Achievable Dream, Inc. and the School Board entered into a Memorandum of Agreement (the “Original MOA”) regarding the establishment and operation of An AAD Program in Virginia Beach City Public Schools, which MOA was assigned from An Achievable Dream, Inc. to S.A.M.E. Foundation by Assignment of Memorandum of Agreement, dated December 10, 2014 (S.A.M.E. Foundation changed its legal name to An Achievable Dream Virginia Beach, Inc.); and

WHEREAS, An Achievable Dream Academy was opened at Seatack Elementary School during the 2014-15 school year for grades K through 2; and

WHEREAS, beginning with the 2017-18 school year, all grades at Seatack Elementary School were served under the An AAD Program (the “AAD Program”); and

WHEREAS, beginning with the 2018-19 school year, the first class of An Achievable Dream students began the sixth grade in the AAD Program at Lynnhaven Middle School; and

WHEREAS, the School Board established an ad hoc committee to study and make recommendations concerning the implementation of the AAD Program in middle and high school within VBCPS that was tasked with, among other things, planning for a school location, programming, staffing and support services.

NOW, THEREFORE, the parties do agree to the terms set forth below.

I. Framework for MOA

- A. AAD is a 501(c)(3) tax exempt organization which has adopted, as one of its missions, the objective of supporting the public schools in providing a quality education targeted to support children who, for a variety of reasons, are statistically likely not to excel in school and who have proven to benefit from the boost and support of the AAD Program (“Targeted Student Population”). AAD is a corporation organized under the laws of the Commonwealth of Virginia that has created and implemented a highly acclaimed and proven program that has been shown to dramatically enhance the performance and success of the Targeted Student Population.

- B. VBCPS has engaged AAD, in cooperation with VBCPS, to implement the AAD Program which is focused on the Targeted Student Population and as a result of the successful implementation of the AAD Program at Seatack Elementary, VBCPS is desirous of partnering with AAD to expand the AAD Program in VBCPS to grades 7-12 as envisioned in the Original MOA.
- C. AAD and VBCPS will enter into this MOA which will continue operation of the AAD Program at Seatack Elementary as well as enable AAD to fully install, implement and execute the AAD Program in one or more Virginia Beach middle and/or high schools.

Against this framework, the parties agree as follows:

II. Key Components

- A. The parties recognize that there are a number of key components to the success of the AAD Program which will be adhered to with respect to the interpretation and implementation of this MOA, to wit:
 - 1. VBCPS Curriculum. The AAD Program shall include the VBCPS curriculum which meets the requirements of the laws and regulations of the Commonwealth of Virginia and the mission, policies, and regulations of VBCPS which shall be implemented as the core curriculum. VBCPS shall provide the instructional and support elements common to all VBCPS schools (as might be enhanced by provisions of this MOA), including curriculum, student services, basic staffing, transportation, food service, the school building and property and the maintenance thereof.
 - 2. S.A.M.E.. Integrated with the core curriculum is the Social, Academic, Moral and Education program developed by An Achievable Dream (hereinafter “S.A.M.E.”). The parties agree that S.A.M.E. is fundamentally critical to the success of the AAD Program.
 - 3. Longer School Day/Longer School Year. The success of the AAD Program requires a longer school day, school week and school year for students, teachers and staff which consists of up to an 8 ½ hour school day, up to 26 weeks of Saturday School and four (4) weeks of Summer Intersession.
 - 4. Special Faculty, Staff and Administrative Support. The Targeted Student Population and S.A.M.E. require certain different talents, experiences and commitments (hereinafter “TEC”) for the faculty, staff and administrative support engaged in the AAD Program. Accordingly, VBCPS, in association with and with the concurrence of AAD, will identify, employ and retain the faculty, staff and administrators best thought to have the necessary TEC, who demonstrate by their performance the TEC, and who are willing to sign a supplemental contract with AAD.

5. Establishment of the AAD Program.

- a. Purpose. The purpose of the AAD Program is to improve the students' academic performance in school, encourage appropriate behavior and citizenship, increase their school attendance, decrease drop-outs, and ultimately to increase the likelihood that the students will grow into productive, law-abiding and responsible citizens.
- b. Providing the AAD Program. With the support and commitment of VBCPS as set forth in the Original MOA and as further set forth in this MOA and conditioned on sufficient funds being raised as set forth in Article III.B hereof, AAD installed, implemented and continues to execute the AAD Program at Seatack Elementary and hereby agrees to install, implement and execute the AAD Program within a designated An Achievable Dream Virginia Beach middle and/or high school(s) in a school of VBCPS that is mutually identified and designated by the parties hereto, and to hire and pay for certain AAD Personnel to implement the AAD Program. For purposes of this MOA: i) personnel employed in the AAD Program who are not eligible for the benefits given to VBCPS personnel, are hereafter referred to as "AAD Personnel"; ii) personnel working in the AAD Program who are eligible for VBCPS benefits as employees of VBCPS are referred to as "VBCPS Personnel"; and iii) employees working out of the home office of AAD are referred to as "Management Personnel."
- c. Policy Making Authority. From time to time, AAD will develop policies which are to be followed. AAD policies and regulations will be consistent with VBCPS policies and regulations and VBCPS will be provided access to such policies and regulations
- d. Field Trips. AAD may schedule, arrange transportation for and fund trips in addition to those normally funded by VBCPS.
- e. Dress Code for Staff. AAD will develop and implement a professional dress code for all personnel working within An Achievable Dream school site. The current dress code, which may be modified from time to time at the sole discretion of AAD.
- f. Dress Code/Uniforms for Students. For all students other than high school students, uniforms are required of the AAD Program's student population. The cost of those uniforms will be shared by AAD and the families of the students. Additionally, a business dress code will be observed by high school students in the AAD Program at the high school students' expense.
- g. Media Policy. VBCPS will include AAD in all media events in which VBCPS participates (and give AAD at least twenty-four (24) hours advanced notice of each media event) to ensure consistency of information disseminated to media sources concerning the AAD Program.

III. Financial Support

- A. Initial Funding. Initial funding (“Initial Support Funding”) for the An Achievable Dream Academy at Seatack Elementary, was completed as set forth in the Original MOA. AAD will continue its funding obligations for the elementary school program and will develop initial support funding for the An Achievable Dream Virginia Beach middle and high school programs as set forth in this MOA and attachments or addendum. Initial Support Funding is raised through solicitations from the general public, foundations, grants, governments programs and similar fundraising activities (hereinafter “Fundraising Activities”).
- B. Ongoing Support. AAD fully anticipates that it will not only be able to raise the Initial Support Funding for the An Achievable Dream Virginia Beach middle and high school programs but also, though it cannot be guaranteed, the funding to continue to support the An Achievable Dream Academy at Seatack Elementary and further support growth and continued operation of the AAD Program at the An Achievable Dream Virginia Beach middle and high school programs (hereinafter “Ongoing Support”). VBCPS recognizes that other than the Initial Support Funding, the Ongoing Support is dependent on future fundraising which will be impacted by, among other things, the success of the AAD Program, the economy and the tax laws, all of which are beyond the control of AAD.
- C. Allocation of Funds Raised. Both the funds raised in connection with the Initial Support Funding and the Ongoing Support shall be under the exclusive control of AAD, which shall make all decisions with respect to the expenditure and allocation of such funds.
- D. Program Support Funding. AAD shall be permitted, without the prior approval of VBCPS, to independently raise funds through the implementation of a program in which certain classrooms, buildings and other facilities located in the school sites used by AAD may recognize the sponsorship of certain private and corporate benefactors in exchange for their financial support. For example, the library located within the AAD school site might bear a plaque that would say “This library was made possible by the _____ Family Foundation to encourage study and reading” (or words to that effect). AAD will not obligate VBCPS to any obligations in exchange for donated funds by any private or corporate benefactor. All recognitions will adhere to the VBCPS policies and regulations concerning recognition and naming rights.
- E. Financial Responsibility of AAD. AAD shall be responsible to cover the added expense of the AAD Program as outlined in this MOA.
 - 1. Staffing for Saturday Programming. With respect to the staff expense for any Saturday programming, the cost of the AAD personnel and the VBCPS personnel shall be the responsibility of AAD, unless VBCPS offers regular Saturday programming to other comprehensive/traditional schools, in which case the VBCPS personnel working in the AAD school site will be paid by VBCPS for Saturday work. Should VBCPS undertake to pay for regular Saturday programming in any of its comprehensive/traditional schools, VBCPS shall thereafter be responsible to pay for

the VBCPS personnel in the AAD school to support the Saturday programming to the same extent.

2. Extended Day/Extended Year. For extended day/extended year, as opposed to Saturday school, AAD will pay for the staff necessary to support the longer day/year and VBCPS will pay for support staff that would otherwise be scheduled to work during the longer day/longer year. Payment for extended day will be consistent with VBCPS policies, regulations and procedures and applicable law regarding minimum wage and overtime hours. Substitute teachers who work the extended day will be paid by AAD at an amount that includes the additional time worked beyond the normal VBCPS work day for substitutes. Should VBCPS institute a longer day or longer year in any of its comprehensive/traditional schools during the term of this MOA, VBCPS shall be responsible to pay for the instructional staff necessary to support the longer day or year in the AAD school site to the same extent.
3. Facility Use Contribution. AAD shall make an annual contribution to VBCPS equal to \$75,000 for the use of VBCPS school facilities (the "Annual Facility Use Contribution"). Each Annual Facility Use Contribution shall be paid in a single lump sum payment at the end of each fiscal year. Payment of the Annual Facility Use Contribution shall commence upon the commencement of construction of the high school wing of the An Achievable Dream Virginia Beach Middle and High School.
4. Student Transportation Costs. AAD shall pay VBCPS an annual per student transportation fee of \$100 per enrolled student. Such costs will cover expenses associated with zero bell, extended day, and Summer Intersession. An invoice for costs associated with transportation will be presented to AAD at the end of each quarter.
5. Reimbursement of Staffing Costs. All requests for payment of additional costs incurred by VBCPS for staffing that are required to be reimbursed by AAD shall be submitted to AAD at the end of each quarter.
6. Matrix. The attached matrix, together with the provisions of this MOA, further clarifies and details the financial obligations of AAD.

IV. VBCPS Commitment

- A. Engagement of AAD. VBCPS hereby agrees to engage AAD to continue executing the AAD Program at An Achievable Dream Academy at Seatack Elementary and to further install, implement and execute the AAD Program in VBCPS at the An Achievable Dream Virginia Beach middle and high school programs in accordance with the terms of this MOA.
- B. Financial Responsibility of VBCPS. VBCPS will determine the amount of funding necessary to carry out its obligations hereunder. Separate funding commitments may be made for the elementary, middle and high school programs. VBCPS will allocate sufficient funds in its annual budget to provide the same level of support for the AAD Program as is provided for other comparable comprehensive/traditional schools and

programs within the School Division, including for example and without limitation, staffing ratio/staffing allocation. VBCPS acknowledges that the AAD Program currently operates on an extended year-round schedule and VBCPS agrees to fund the additional operational (i.e., utilities, maintenance, supplies, etc.) costs of the longer 2½ hour day and longer year. The matrix (attached hereto), together with the provisions of this MOA, clarifies and details the financial obligations of VBCPS. The parties, recognizing that the Targeted Student Population consists of students who come from low income households, and accordingly, from time to time there may be additional expenses that are incurred in delivering the AAD Program to the Targeted Student Population. Accordingly, the parties agree to meet and cooperate in good faith on sharing the cost of unforeseen expenses that may arise from time to time.

- C. Stipends. An appropriate stipend pro-rated and consistent with stipends paid to other employees (such as coaches) of VBCPS who work a longer day will be paid to all VBCPS teachers, staff and administrators (as heretofore defined as VBCPS Personnel) assigned to the AAD Program. The purpose of the stipend will be to compensate for the longer school day required of both staff and students, in addition to other stipends they may receive. The stipend will not be considered as creditable compensation for VRS purposes and will not factor into the VBCPS employee's base salary for the purpose of raises or other compensation. AAD may pay other stipends to the AAD Personnel engaged by AAD as a result of the AAD Program.
- D. Level of Support. VBCPS shall provide no less a level of support to the AAD Program than it provides to any other VBCPS comparable, comprehensive/traditional school, except as otherwise provided in this MOA. VBCPS recognizes that matters such as the staffing ratio/staff allocations may exceed standard and within its budgetary constraints will endeavor to meet the needs of the AAD Program as agreed to by the parties. The parties will agree to the appropriate staffing ratio for the middle and high school programs based upon the mutually agreed upon programming.
- E. Transportation.
 - 1. **Transportation To and From School**. Transportation shall be provided by VBCPS to each AAD Program school site in accordance with standard policies and procedures applicable to all VBCPS students, including transportation to extra-curricular activities and Saturday School regardless of the school zone the students reside in as long as the zone is one of the zones mutually identified and agreed by the parties. The parties agree that enrollment eligibility may change to address the needs of the AAD Program and VBCPS and the parties will mutually agree by an Addendum to this MOA to the transportation arrangements for the AAD Program at each school site.
 - 2. **AAD Program Additional Transportation Needs**. AAD may schedule and arrange transportation for events in addition to those normally funded by VBCPS during school days. AAD will reimburse VBCPS for transportation for those field trips beyond the normal allocation at an agreed upon hourly rate. VBCPS will provide vehicles and drivers for extracurricular activities and field trips per guidelines to schools as set forth by the VBCPS School Administration. The parties will set a cost schedule for such support at the beginning of each school year.

- F. Economy of Scale. At the request of AAD, VBCPS will provide, in support of the AAD Program, administrative support, supplies, and services which, if procured through VBCPS, could be obtained at a lower cost because of the “buying power” of VBCPS. Any incremental costs to VBCPS of such support, supplies, and services would be paid by AAD.
- G. Building Maintenance. VBCPS shall maintain the buildings, grounds and classrooms as VBCPS would maintain in any of its public schools, including the AAD Program enhancements where appropriate.
- H. Curriculum Design and Specialized Support. VBCPS shall provide, at its expense, its expertise in curriculum design and specialized support, such as teams based on math, academic interventionist, coaches, reading specialists, curriculum coach, oversight of the instructional program, as well as provide facilities, food service and transportation as set forth in this MOA.
- I. Faculty/Administration/Staff. Finding and maintaining the right faculty, staff and administrative support personnel (for purposes of this section, “Staff”) is fundamentally important. Accordingly:
1. Selection of Personnel. All VBCPS Personnel, including currently employed personnel, who apply to be employed in an Achievable Dream school site will be interviewed and selected by mutual agreement and hired according to policies and procedures of VBCPS and AAD, including the willingness to work an extended day and school year. The CEO of AAD, or designees, shall be involved in the selection process (this shall specifically include teachers, administrators, supportive technicians, principals, assistants or other instructional or resource personnel which AAD decides to include in the instructional programs at an Achievable Dream school). Each VBCPS employee shall also be required to sign an AAD contract which shall be made a part of the employee’s VBCPS contract or otherwise be made a condition of employment for such employees. VBCPS Personnel assigned to an AAD school in accordance with this MOA shall be evaluated in accordance with both VBCPS and AAD policies and procedures. The CEO of AAD, or designee, shall provide an evaluation regarding the employee’s meeting of AAD goals and objectives.
 2. Faculty Contracts. All VBCPS Personnel assigned to an AAD school will enter into a three (3) year contract with AAD, subject, however, to the VBCPS Personnel meeting the performance expectations of both VBCPS and AAD. Nothing in this provision is meant to restrict AAD and VBCPS from terminating any VBCPS Personnel who is not performing in accordance with employment expectations. In the event such contract is not renewed after three years, such VBCPS Personnel will no longer be utilized in the AAD Program. Those VBCPS Personnel who remain in good standing and who have qualifications may return to VBCPS for placement in other VBCPS positions in accordance with VBCPS policies and procedures.

3. Staff. All support staff, cafeteria, custodian, secretarial and administrative support shall also be subject to the same selection and retention criteria outlined in this MOA.
 4. Additional Staff. AAD may provide additional staff (heretofore defined as “AAD Personnel”) as appropriate. The AAD Personnel shall be interviewed, selected and evaluated by AAD according to the respective employment and staffing policies of AAD and VBCPS including, without limitation, all screening and background checks, and shall be paid by AAD. AAD Personnel assigned to an Achievable Dream school site who are not VBCPS Personnel shall be hired and dismissed according to AAD policies and procedures.
 5. Substitute Teachers. VBCPS will ensure that all substitute teachers will work for the hours that constitute “extended day” for the AAD Program.
 6. Contract Workers. In accordance with Virginia Code §22.1-296.1, as amended, in a contract for services to be provided on School Board property or any property at which a school sponsored event takes place, AAD certifies that neither AAD nor AAD’s employees, agents, subcontractors or subcontractors’ employees who will have direct contact with Virginia Beach City Public Schools students while performing such services have been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child. AAD may comply with this certification requirement by requiring the above-listed class of individuals to personally certify this information, so long as AAD submits such certifications to VBCPS. The certification requirement will be binding throughout the term of the agreement and AAD has a continuing duty to inform VBCPS of any event that renders the certifications untrue. AAD certifies that it has procedures in place to inform its employees, agents, subcontractors or subcontractors’ employees of these requirements. Certifications with materially false statements may subject the person certifying the information to criminal prosecution and termination of their employment.
- J. Technology. The parties recognize that the nature of the AAD Program and the evolving impact of technology present challenges, the scope of which can only be broadly outlined. To this end, the following is agreed:
1. VBCPS will make available to the Target Student Population in their classrooms the highest level of appropriate technology and its related maintenance offered in other comprehensive/traditional schools of the same grade level.
 2. AAD may enhance, at its expense, the technology provided by VBCPS. AAD and VBCPS will coordinate such enhancements. All such technology must conform to VBCPS standards for technology to receive support from VBCPS.
 3. VBCPS will provide maintenance support for the technology conforming to VBCPS standards.
 4. AAD and VBCPS must mutually agree for technology to be removed by VBCPS during a system-wide reduction of technology.

5. AAD and VBCPS will maintain a list of computers and other appropriate technology related assets used in the program in a VBCPS asset tracking system. All support issues for which support is provided by VBCPS will be tracked by VBCPS in the DOT service desk system.

K. Longer School Day, School Week and School Year.

1. Subject to grade-specific adjustments, the AAD Program is up to an 8½ hour day program that is 200 plus or minus days long, as deemed appropriate by AAD to carry out AAD's extended learning calendar. The added expense of the extended program will be paid by AAD, except where otherwise set forth in this MOA as the obligation of VBCPS. The longer day will be implemented as determined by AAD beginning in grade 1.
2. From time to time and from grade to grade, the AAD Program may have additional school days such as Saturdays or summer days. The personnel and transportation for the Saturday School program days will be paid by AAD. VBCPS Personnel must report to work on such days or on non-instructional days as required of other VBCPS Personnel.
3. On days that VBCPS is closed or has adjusted schedules due to holiday, inclement weather or other declared emergency, the AAD school sites will also be closed to students, VBCPS Personnel, and AAD Personnel.

L. School Location/Targeted Student Population/Program Development.

The vision of the parties is that the AAD Program will be fully expanded to all grades (K-12). VBCPS and AAD will mutually identify and agree on the school facilities in which the AAD Program will be housed. Each school site will provide suitable office space and furniture to house AAD in addition to the facilities, services, utilities and supplies provided for students and staff.

VBCPS will be responsible for the maintenance, replacement and renovation of any school site where the AAD Program is offered. Unless otherwise agreed to by the parties, any additions, upgrades or renovations to a school or school grounds funded by AAD will become the property of VBCPS; however, VBCPS will not assume responsibility for financial obligations related to the addition, upgrade or renovation unless agreed to by the parties.

The parties will work cooperatively to recruit students for enrollment in the AAD Program. AAD will retain responsibility for meeting and retaining minimum levels of enrollment per grade and for the total school population as defined for each school site. VBCPS reserves the right to adjust staffing ratios/staffing allocations based upon VBCPS guidelines for staffing.

Should enrollment at any time fall below seventy-five percent (75%) of the expected total program population, the parties will be required to meet to discuss corrective actions to

address enrollment declines and staffing programming needs based on such declines. The parties agree to cooperate in developing corrective actions to address enrollment that falls below expected levels. In its annual report to the School Board, AAD must address the enrollment declines and a plan of action to meet the expected enrollment goals. Should AAD fail to meet enrollment goals for two or more school years, VBCPS reserves the right to terminate this MOA or make other changes to the school locations or delivery of services.

The following understanding regarding school locations for the AAD Program will apply and more detailed understandings regarding the elementary, middle and high school programs will be done by written Addendum to this Memorandum of Agreement by no later than August 1, 2020.

1. Elementary School Site

Beginning with the 2017-18 school year, An Achievable Dream Academy at Seatack Elementary will house only students (grades K-5) enrolled in the AAD Program. VBCPS reserves the right to change the school location of the elementary school site for the AAD Program to best serve the needs of VBCPS while taking into account the requirements for successful operation of the AAD Program. Any decision regarding changing school location or use of Seatack Elementary for other purposes will be discussed with AAD prior to implementation.

- a. Enrollment Per Grade/School Level. The parties agree that the target enrollment per grade level in the elementary school site (K-5) will be a minimum of 75 students and maximum of 90 students per grade level with a minimum of 450 students and maximum of 540 students for the total elementary school population.

2. Middle School Site

Beginning with the 2018-19 school year, the sixth-grade students enrolled in the AAD Program will attend classes at Lynnhaven Middle School. The parties through a written Addendum to this Memorandum of Agreement will set forth mutual agreements regarding the operation of An Achievable Dream Academy at Lynnhaven Middle School.

- a. Enrollment Per Grade/School Level. The parties agree that the target enrollment per grade level in the middle school site (6-8) will be a minimum of 75 students and maximum of 90 students per grade level with a minimum of 225 students and maximum of 270 students for the total middle school population.
- b. Athletic/extracurricular activities. For the purposes of athletic or extracurricular activities/clubs, the middle school students enrolled in the AAD Program will participate with the Lynnhaven Middle School zoned students.

3. High School Site

Beginning with the 2021-22 school year, it is anticipated that the AAD Program for high school students will be housed on the Lynnhaven Middle School campus in a new wing that will be built for this purpose. The final determination regarding a dedicated school and/or how the AAD Program will operate for secondary school

students will remain subject to enrollment projections and agreement by the parties.

- a. Enrollment Per Grade/School Level. The parties agree that the target enrollment per grade level in the high school site (9-12) will be a minimum of 75 students and maximum of 90 students per grade level with a minimum of 300 students and maximum of 360 students for the total high school population.
- b. Athletic/extracurricular activities. For the purposes of athletic or extracurricular activities/clubs, the high school students enrolled in the AAD Program will be permitted to participate with a satellite school designated by VBCPS.

M. Title One Certification.

VBCPS will work with the Virginia Department of Education to treat the An Achievable Dream Virginia Beach Middle and High School as a satellite of Lynnhaven Middle School such that An Achievable Dream Virginia Beach Middle and High School will be able to join in the Title One Certification.

V. Commitment to Succeed

- A. Meetings. The Superintendent or designee shall meet regularly with the CEO and/or the CEO's designated representative of AAD for the purposes of: i) discussing the programs of the AAD Program; ii) developing recommendations; and iii) exploring ways to enhance or to make more effective the AAD Program.
- B. Designated Representatives. The parties recognize that the implementation and execution of the AAD Program, as well as the nature of the AAD Program (i.e., being an evolving and changing program) will necessitate interpretations and flexibility in the implementation of this MOA for which administrative burdens require authorized personnel fully empowered to implement and interpret this MOA. To that end, the School Board hereby empowers the Superintendent to act on its behalf with respect to the implementation and interpretation of this MOA. Likewise, AAD will empower its designated representative to act on its behalf.
- C. Additional Support. The parties agree to take such other actions as each may deem appropriate to assure the success of the AAD Program.
- D. Cooperation. While it is understood that the AAD Program shall at all times be under the control and supervision of the AAD Program administrator(s) or designee(s), the fundamental objective is that the AAD Program be run as an integrated unit. This means that, at a minimum, all elements of the S.A.M.E. and the AAD Program are interwoven into all aspects of the instructional and support elements common to non-AAD Program schools.
- E. Relationship Between the Parties. The parties acknowledge and affirm that their relationship is independent from the other. VBCPS shall not be entitled to obligate AAD, and AAD shall not be entitled to obligate VBCPS. Throughout this MOA, the parties

have sought to define their relationship as independent of each other, though in cooperation and support of the other.

VI. Insurance and Liability

- A. It is understood and agreed that the parties will work together to coordinate their insurance coverages. So, as may be agreed, for example, where an employee may be considered an employee of VBCPS and AAD, the VBCPS insurance may be the primary coverage for such employee and AAD insurance may be the secondary coverage, and each party will name the other as an additional insured if allowed by the insurance carrier.
- B. It is understood and agreed that all property owned or leased by VBCPS for use by the AAD Program shall be included within the VBCPS property insurance coverage. To the extent permitted by law, AAD, its officers, directors and employees, shall look to the insurance and insurance program carried and established by VBCPS for liability arising from the use or occupancy of such properties.
- C. AAD shall be solely responsible for providing or otherwise arranging for insurance, liability coverage, and workers' compensation coverage for AAD Personnel.
- D. With respect to any tort liability that may arise on either party to this MOA, and their agents, volunteers, servants, employees, officials, directors and officers, as the result of claims or suits due to, arising out of or in connection with any and all such damages, real or alleged, with respect to the performance of the work by AAD or VBCPS or those for whom each is legally liable, both AAD and VBCPS will look first to any available insurance and then coordinate insurance defense as is appropriate. Neither party will indemnify the other party. VBCPS does not waive sovereign immunity with regard to any liability issues.
- E. Each party shall be responsible for any breaches of their contractual responsibility.

VII. Exchange of Information

- A. Access to Scores. AAD, and its designees, will be given access to the grades, attendance and test scores of each of the students participating in the AAD Program in accordance with federal law (FERPA, PPRA, IDEIA, Section 504 of the Rehabilitation Act, etc.), Virginia law and regulations, and VBCPS policies and procedures.
- B. Exchange of Information. VBCPS will authorize its employees, in accordance with federal law, state law and VBCPS policies and procedures, to exchange information with AAD, or its designees, about any individual student so as to carry out the purposes and intent of this MOA. AAD will have access to VBCPS' computers to determine student status for eligibility in the AAD Program.
- C. Statistics. VBCPS will make available such composite statistics as might be reasonably requested by AAD so long as those composite statistics are used for purposes of the AAD Program.

- D. Financial Data. In accordance with applicable federal and state law, the parties will make available to each other, upon the reasonable request of the other, such financial data that will be necessary to carry out the purposes of this MOA, such as the cost to AAD to provide the services hereunder, and vice versa.
- E. Use. AAD agrees to use this information solely for the purposes of the AAD Program and shall not disclose such information to any individual student or his or her family member or any other party. Release of any information pursuant to a request for disclosure shall be directed to the appropriate school official, and individual student information shall not be disclosed without VBCPS authorization and shall only be released in conformance with VBCPS policy. AAD will ensure that it has adequate protections in place to preserve the confidentiality of any student data shared by VBCPS and will immediately notify VBCPS of any unauthorized breach or release of confidential data. AAD will be responsible for any costs or damages associated with AAD's unauthorized breach or release of confidential data.

VIII. Systems and Marks

- A. AAD has developed a proprietary system for conducting a year-round, extended day public school program designed to close the "achievement gap" and allow all children to learn and succeed regardless of their socioeconomic background (hereinafter "System"), which System is described in detail in AAD's operating manual, as amended from time to time.
- B. AAD developed and owns certain trademarks or service marks (hereinafter "Marks"), including but, not necessarily limited to the name "An Achievable Dream" (including variations thereof) and the following:

"AN ACHIEVABLE DREAM INC."

USPTO Serial Number 74372444, Registration Number 1868650



"MAKE THE RIGHT DECISION YOU AN ACHIEVABLE DREAM"

USPTO Serial Number 76492896, Registration Number 2814717



“AN ACHIEVABLE DREAM ACADEMIES”

USPTO Serial Number 85881313, Registration Number PENDING



“AN ACHIEVABLE DREAM”

USPTO Serial Number 85881269, Registration Number PENDING

“SPEAKING GREEN”

USPTO Serial Number 76489342, Registration Number 2797309

- C. VBCPS agrees to operate the AAD Program only according to the System and to use the Marks only pursuant to the operating manual, as amended from time to time, and not in any manner not specifically approved by AAD. VBCPS acknowledges that AAD owns the System and the Marks, all rights thereto, and all goodwill associated with or that may become associated with the System and/or the Marks, and that VBCPS has only such rights as this MOA grants.
- D. VBCPS shall immediately notify AAD, in writing, if VBCPS learns of any attempt by any person to infringe the Marks or to wrongfully appropriate the System or any part of it. AAD may, in its sole discretion, take whatever action it deems appropriate to protect or defend the Marks and/or the System, but is not obligated to take any action whatsoever. VBCPS agrees to fully cooperate with AAD in any action anticipated or taken by or on behalf of AAD. VBCPS understands that it may become necessary, in AAD's sole discretion, to change, entirely or in part, the Marks, as a result of litigation or otherwise. In that event, VBCPS agrees to immediately adopt the new or revised Marks, and AAD shall have no liability for any costs related thereto.
- E. AAD may change the System or any part of the System at any time, and as changed it shall remain the System pursuant to this MOA. AAD shall own any improvements or changes in the System whether developed by AAD, by VBCPS or by other licensees of the System and shall have the right to adopt and perfect such improvements or changes without compensation to VBCPS or other VBCPS(s) licensees. If AAD modifies the System, VBCPS shall, at the expense of VBCPS, adopt and use such modification(s) as if it were part of the System at the time of execution of this MOA.

IX. Term

While it is the intent of the parties that this MOA continue indefinitely until the need for the AAD Program is no longer required, the parties recognize nonetheless that prudence requires that this MOA be for a shorter period of time. To that end, the parties agree as follows:

- A. Term. The term of this MOA shall be for five (5) years and shall commence on July 1, 2019 and at the end of the fourth year, renew automatically from year to year, unless one party serves twelve (12) months' written notice on the other that it desires not to renew. Upon final approval of this MOA, the Original MOA will terminate.
- B. Right to Cancel. Notwithstanding Paragraph A above, with or without cause, AAD may cancel this MOA on twelve (12) months written notice. This MOA may be cancelled for cause by either party at any time after compliance with Paragraph C below.
- C. Breach of Agreement. In the event that either party believes the other has breached this MOA, it shall notify the other in writing setting forth those parts of this MOA believed to have been breached that would rise to the level of grounds to terminate this MOA for cause, and the facts evidencing the alleged breach. The other party shall respond in writing within fifteen (15) days as to its position with respect to such alleged breach. The party that is alleged to be in breach shall have thirty (30) calendar days to cure such breach and if it is the type of breach that cannot be cured within such thirty (30) calendar day period, the party shall have ninety (90) calendar days to cure the alleged breach.

X. Miscellaneous

- A. Entire Agreement; Modification. This MOA sets forth the entire agreement and understanding between the parties with respect to the transactions contemplated hereby and supersedes all prior agreements, arrangements, and understandings which led to the subject matter hereof. Any change of this MOA shall be made only in a writing executed by the parties hereto.
- B. Notice. Any notice required under this MOA shall be deemed effectively given when hand delivered, or two (2) days after deposited in the U.S. Mail, certified mail, postage prepaid, return receipt requested, to the following addresses:

VBCPS: School Board of Virginia Beach
2512 George Mason Drive
Municipal Center, Building 6
Virginia Beach, VA 23456
Attention: School Board Chairman

with a copy to: School Board Legal Counsel
2512 George Mason Drive
Municipal Center, Building 6
Virginia Beach, VA 23456

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AAD: 10858 Warwick Boulevard, Suite A
Newport News, VA 23601
Attention: Lee Vreeland, Ed.D.

with copies to: Helen Myers, CFO
10858 Warwick Boulevard
Newport News, VA 23601

and

Lindsey A. Carney, Esq.
Patten, Wornom, Hatten & Diamonstein, LC
12350 Jefferson Avenue, Suite 300
Newport News, Virginia 23602

The parties may designate a new address by written notice to that effect given to the other parties.

- C. Further Assurances. Each party to this MOA agrees to execute and deliver to the other such further documents or instruments as they may deem reasonable and necessary to carry out the provisions hereof.
- D. Choice of Laws and Venue. This MOA shall be governed as to all matters whether of validity, interpretations, obligations, performance or otherwise exclusively by the laws of the Commonwealth of Virginia, and all questions arising with respect thereto shall be determined in accordance with such laws. Regardless of where actually delivered and accepted, this MOA shall be deemed to have been delivered and accepted by the parties in the Commonwealth of Virginia. The parties agree to comply with all applicable federal, state, and local laws, ordinance, and regulations. Any and all suits for any claims or for any and every breach or dispute arising out of this MOA shall be maintained in the appropriate court of competent jurisdiction in the City of Virginia Beach. No claim shall ever be arbitrated.
- E. Non-appropriation. It is understood and agreed between the parties hereto that the School Board shall be bound and obligated hereunder only to the extent that the funds shall have been appropriated and budgeted. In the event funds are not appropriated and budgeted in any fiscal year for payments due under this MOA, the School Board shall immediately notify AAD of such occurrence and this MOA shall terminate on the last day of the fiscal year for which (an) appropriation(s) (was)/were received without penalty or expense to the School Board of any kind whatsoever.
- F. Authorization to transact business in the Commonwealth of Virginia. In accordance with Virginia Code §2.2-4311.2, as amended, AAD will provide evidence that it is authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business if so required by Virginia Code Title 13.1 or Title 50 or as otherwise required by law. If AAD is exempt from the provisions of this section, AAD will provide the basis of such exemption. AAD shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth of Virginia to be revoked or

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cancelled at any time during the term of this MOA. VBCPS may void the Agreement if AAD fails to remain in compliance with this provision.

- G. Compliance with Immigration Reform and Control Act of 1986. In accordance with Virginia Code §2.2-4311.1, as amended, AAD agrees that it does not, and shall not during the performance of this MOA, knowingly employ any unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- H. No Presumption of Draftsmanship. No party shall be deemed to be the drafter of this MOA, and if this MOA is construed by a court of law, such court shall not construe this MOA or any provision of this MOA against any party as the drafter of this MOA.
- I. Successors and Assigns. The provisions of this MOA shall inure to the benefit of and shall bind the parties and their respective legal representatives, heirs, successors and assigns. No party to this MOA may assign its interests hereunder without written consent having first been obtained from the other parties.
- J. Invalidity. If any one or more of the provisions contained in this MOA shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this MOA. This MOA shall be construed as if such illegal, invalid or unenforceable provision was not contained in this MOA.
- K. Attachments/Addendums/Exhibits. The attachments, addendums and exhibits to this MOA are made a part hereof.
- L. Execution. This MOA may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same instrument.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this MOA in acknowledgment of their consent hereto, effective the ____ day of _____, 2019.

AN ACHIEVABLE DREAM, INC.

Lee Vreeland, Ed.D., President/CEO

Date

(SEAL)

COMMONWEALTH OF VIRGINIA
CITY OF _____, to wit:

MOA with AN ACHIEVABLE DREAM 2019

I, _____, a Notary Public in and for the City and State, aforesaid, do hereby certify that Lee Vreeland, Ed.D., President/CEO, on behalf of An Achievable Dream Virginia Beach, Inc., whose name is signed to the foregoing writing has acknowledged the same before me in my City and State aforesaid. He/she is personally known to me.

Given under my hand this ____ day of _____, 2019.

Notary Public

My Commission expires: _____

My notary number is: _____

(SIGNATURES CONTINUE ON FOLLOWING PAGE)

SCHOOL BOARD OF THE CITY OF VIRGINIA BEACH, VIRGINIA

School Board Chair Date

Superintendent Date

COMMONWEALTH OF VIRGINIA
CITY OF VIRGINIA BEACH, to wit:

I, _____, a Notary Public in and for the City and State, aforesaid, do hereby certify that Beverly Anderson, School Board Chair, and Dr. Aaron C. Spence, Superintendent or designee, on behalf of the School Board of the City of Virginia Beach, whose names are signed to the foregoing writing has acknowledged the same before me in my City and State aforesaid. They are personally known to me.

Given under my hand this ____ day of _____, 2019.

Notary Public

My Commission expires: _____

My notary number is: _____

(SEAL)

APPROVED AS TO CONTENT:

Donald Robertson, Ed.D, Chief Schools Officer Date

APPROVED AS TO CONTENT:

Jack Freeman, Chief Operations Officer Date

APPROVED AS TO SUFFICIENCY OF FUNDS:

Crystal Pate, Director of Business Services Date

APPROVED AS TO LEGAL SUFFICIENCY:

Kamala H. Lannetti, Deputy City Attorney Date

An Achievable Dream/Virginia Beach Public Schools					
Cost Matrix					
			AAD		VBPS
PROGRAMS					
	Awards & Incentives for Students		X		
	Book Store		X		
	Clubs		X		
	Computers/Printers/Software-Highest level of technology as would be offered in any of it schools.				X
	Computers/Printers/Software-Any enhancements to technology in the school.		X		
	Computer Maintenance Personnel				X
	Educational Supplies as would normally be provided by schools				X
	Educational Supplies needed for additional programming provided by AAD.		X		
	Field Trips and transportation as would normally be provided by schools.				X
	Field Trips and transportation needed as a result of additional programming provided by AAD.		X		
	Snacks		X		
	Food - Breakfast & Lunch				X
	Program Administration Costs		X		
	Program Staff Professional Development as would normally be provided by schools.				X
	Program Staff Professional Development needed as a result of programming provided by AAD.		X		
	Daily Transportation				X
	Program Payroll & Benefits		X		
	Rotation Teachers Payroll		X		
	Messages/Banners Throughout the School		X		
	Extended Day Program				
	After School and Tutors Payroll		X		
	After School and Tutors Payroll that would be provided through Federal funding.				X
	Teacher Stipends for Extended Day		X		
	Educational Supplies for Extended Day program		X		
	Snacks		X		
	Interession				
	Interession Payroll for Supervision by AAD		X		
	Stipends for Interession Teachers Payroll		X		
	Curriculum Dev		X		
	Educational Supplies		X		
	Field Trips/Enrichment		X		
	Snacks		X		
	Transportation				X
	Saturday School				
	Saturday School - Payroll		X		
	Saturday School - Snacks		X		
	Saturday School - Supplies		X		
	Saturday School - Transportation		X		
	Uniforms		X		
	Tennis Program		X		***
	Maintenance of School Property				X
ADMINISTRATION					
	Admin & Gen Payroll		X		****
	Admin & General Operational Costs		X		
	Insurance		X		
	Accounting/Auditors		X		
	Legal		X		
FUNDRAISING					
	Development & Donor Relations		X		
	P/R and Marketing		X		
***	If applicable				
****	These are management positions at AAD				



Subject: Green Run Collegiate Charter Agreement Renewal **Item Number:** 13B

Section: Information **Date:** August 13, 2019

Senior Staff: Donald E. Robertson, Jr., Ph.D., Chief Schools Officer

Prepared by: Green Run Collegiate Governing Board

Presenter(s): Rianne J. Patricio, Head of School, Green Run Collegiate

Recommendation:

That the School Board receive for information proposed updates to the Charter Agreement between the School Board of the City of Virginia Beach, Virginia and Green Run Collegiate Academy Foundation regarding the Green Run Collegiate Charter School.

Background Summary:

In April 2013, the School Board approved the charter school application for Green Run Collegiate Academy Foundation (Charter Holder) to run Green Run Collegiate Charter School as a public school charter school. Green Run Collegiate opened for its first school year in September 2013. Pursuant to Virginia Code §§22.1-212.9 and 22.1-212.10, the School Board and the Charter Holder must enter into a Charter Agreement regarding the conditions under which Green Run Collegiate will operate. The charter school application may serve as the charter agreement or the parties may enter into further agreements regarding the charter school.

Proposed updates ensure language is consistent with applicable law and regulation and renews the Charter Agreement for a successive period of five years.

Source:

Budget Impact:

Charter Agreement
between the
School Board of the City of Virginia Beach, Virginia
and Green Run Collegiate Academy Foundation
regarding the
Green Run Collegiate Charter School

This **Charter Agreement** is entered into ~~this 22nd day of April 2014~~ by and between **THE SCHOOL BOARD OF THE CITY OF VIRGINIA BEACH, VIRGINIA** (hereinafter “School Board”) a body politic established in accordance with The Constitution of Virginia Article VIII, Section 7 and doing business as Virginia Beach City Public Schools (hereinafter “VBCPS”) and **GREEN RUN COLLEGIATE ACADEMY FOUNDATION**, a Virginia not for profit corporation, (hereinafter “GRCF or “Charter Holder”).

WHEREAS, the Code of Virginia, 1950, §22.1-212.5, *et seq.*, as amended, authorizes public school divisions to establish “public charter schools” for the purposes of: 1) stimulating development of innovative programs within public education; 2) providing opportunities for innovative instruction and assessment; 3) providing parents and students with more options within their school divisions; 4) providing teachers with vehicles for establishing schools with alternative innovative instruction and school scheduling; management and structure; 5) establishing high standards for both teachers and administrators; 6) encouraging the use of performance-based educational programs; and developing models for replication in other public schools; and

WHEREAS, the School Board is authorized to enter into a contract with a public charter school entity as set forth in the Code of Virginia, 1950, §22.1-212.7, as amended, for the administration and management of the public charter school; and

WHEREAS, Green Run Collegiate Academy Foundation is a not for profit Virginia corporation established for the purpose of developing a public charter school program for VBCPS high school students utilizing an innovative combination of the International Baccalaureate Diploma Program, the Middle Years Program, and International Baccalaureate Career-related Certificate, the AVID system (Advances Via Individual Determination) program and other approaches designed for student success; and

WHEREAS, Green Run Collegiate Academy Foundation submitted a Virginia Public Charter School Application (Attachment A) that ~~was~~ ~~been~~ reviewed by the Virginia Board of Education and accepted by the School Board for the management and administration of Green Run Collegiate Charter School, a public charter school to be established in Virginia Beach and located at Green Run High School; and

WHEREAS, the School Board and Green Run Collegiate Academy Foundation entered into an initial Charter Agreement beginning the 2013-14 school year and now intend to

enter into a another Charter Agreement to continue ~~address~~ the ~~establishment~~, management and administration of Green Run Collegiate Charter School (hereinafter “Green Run Collegiate”).

I. PURPOSE. The Charter Holder shall operate a public charter school consistent with the terms of the accepted public charter school application (Attachment 1), this Charter Agreement, and all applicable laws and regulations for the purpose of achieving pupil outcomes according to the educational standards established by Virginia law and regulation and this Charter Agreement. The Charter Holder shall manage Green Run Collegiate in a financially prudent manner.

II. TERM. This Charter Agreement will be effective upon the signing of both parties for a term of five years commencing on July 1, 201~~8~~³ and ending on June 30, 20~~23~~¹⁸, except as otherwise provided in this Charter Agreement and by law. The Charter Agreement may be renewed for successive periods of five years pursuant to applicable law and regulation.

III. TERMINATION. This Charter Agreement may be revoked or non-renewed by the School Board if the Charter Holder: 1) violates the conditions, standards, or procedures established in this Charter Agreement or the public charter school application; 2) fails to meet or make reasonable progress toward achievement of the content standards or student performance standards identified in the public charter school application; 3) fails to meet generally accepted standards of fiscal management; 4) violates any provision of law from which the public charter school was not specifically exempted; 5) changes membership of its officers or directors in a manner that causes the School Board to find that the Charter Holder’s management may be unable to perform the duties set forth in the public school charter application or this Charter Agreement; 6) if the School Board determines that the Charter Agreement is not in the best interests of students or staff; and 7) for other good and just cause. The School Board reserves the right to revoke or decline to renew this Charter Application in accordance with the Code of Virginia §22.1-212.10, as amended, and applicable law and regulation.

Should the School Board determine that there is reason to consider that this Charter Agreement should be revoked or non-renewed, the School Board will give the Charter Holder thirty (30) calendar days written notice of its intent to make such a determination and a reasonable explanation of the reasons such a determination is being considered. The Charter Holder may present its arguments against such a determination either in writing or through a representative to the School Board.

IV. GOVERNANCE. The Charter Holder shall establish and maintain a governing body for the Charter School that will be responsible for the management, operation and policy making of Green Run Collegiate. The Charter Holder, its officers, directors, members and partners, and agents have a duty of care for complying with the provisions of this Charter Agreement as well as all applicable law, regulation and reporting requirements. The Charter Holder will provide evidence of incorporation. The Charter Holder authorizes the Head of School or designee to act on its behalf.

A. Management. Green Run Collegiate shall be administered and managed by an advisory committee composed of parents of students enrolled, teachers and administrators assigned to Green Run Collegiate and representatives of any community sponsors.

B. Authorization to transact business in the Commonwealth of Virginia. In accordance with Virginia Code §2.2-4311.2, as amended, the Charter Holder will provide evidence that it is authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business if so required by Virginia Code Title 13.1 or Title 50 or as otherwise required by law. If the Charter Holder is exempt from the provisions of this section, the Charter Holder will provide the basis of such exemption. The Charter Holder shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth of Virginia to be revoked or cancelled at any time during the term of this Charter Agreement. The School Board may void the Charter Agreement if the Charter Holder fails to remain in compliance with this provision.

C. Waiver of law, regulation or policy. The Charter Holder may operate Green Run Collegiate free from School Board policy and regulation and Virginia law and regulation after approval from the School Board and obtaining a waiver from the Virginia Board of Education, as set forth in Virginia Code §22.1-212.7, as amended. The Charter Holder will comply with the Standards of Quality, including the Standards of Learning and the Standards of Accreditation, as amended.

V. PROVISION OF EDUCATION SERVICES. The Charter Holder will provide an educational program for VCBPS students in accordance with the public charter school application, this Charter Agreement and all applicable laws and regulations regarding students attending Virginia public schools unless specifically exempted.

A. Commencement of instructional program. The Charter Holder ~~shall begin~~ providing a comprehensive program of instruction ~~during by the start of~~ the 2013-2014 school year and will continue to provide such program until such time as this Charter Agreement is terminated in writing by the parties.

B. Length of school year. The Charter Holder shall provide instruction for no less than the number of days required by statute or as stated in the public charter school application, whichever is greater, and meet the minimum number of hours of instruction required by statute. The Charter Holder must provide instruction as stated in this paragraph within the Commonwealth of Virginia's fiscal year that begins July 1st and ends June 30th

C. Pupil enrollment. Enrollment in the Green Run Collegiate shall be open to any eligible, high school level ~~school-aged~~ person who is deemed to reside

within the ~~S~~school ~~D~~ivision (as set forth in the Code of Virginia and School Board policy and regulation) through a lottery process on a space-available basis. Applicants for enrollment must meet the criteria set forth in the public charter school application and priority may be established for the enrollment of certain applicants who meet at-risk criteria established by the Charter Holder with the agreement of the School Board. If adequate space is not available for all qualified applicants to enroll in Green Run Collegiate for a school year, then a waiting list shall be established to fill any available spaces. The waiting list shall be prioritized through a lottery process and students will be informed of their positions on the waiting list. The Charter Holder will determine at which time during the school year that it will no longer accept students from the waiting list.

D. Compulsory attendance. The Charter Holder will comply with all laws and regulations concerning compulsory attendance for public school students. The Charter Holder will ensure that students meet the minimum attendance requirements for other VBCPS schools; however, students enrolled in Green Run Collegiate may have stricter or more extensive attendance requirements than other VBCPS students. Appropriate records of student attendance will be maintained and available for inspection by the School Board, and state or federal agencies. The Charter Holder will refer any student not meeting the minimum compulsory attendance requirements to VBCPS for consideration of the appropriate actions necessary to ensure compliance. The Charter Holder will work cooperatively with VBCPS staff ensure compliance with the compulsory attendance requirements (including participation in court proceedings as necessary).

E. Pupil records. The Charter Holder will comply with all federal and state laws and regulations and School Board policies and regulations regarding education records; including, but not limited to: the Family Education Rights and Privacy Act (FERPA); the Individuals with Disabilities Education Improvement Act (IDEIA); the Virginia Freedom of Information Act (FOIA); the Virginia Government Data Dissemination and Practices Act; the Virginia ~~Public~~ Records ~~Retention~~-Act; and the Protection of Pupil Rights Amendment (PPRA). Both parties and their officers, employees and agents are deemed to have legitimate educational interests in and access to student education or scholastic records pertaining to Green Run Collegiate students for the purposes of 20 U.S.C. §1232g, the Family Educational Rights and Privacy Act (“FERPA”) and applicable federal and state law and regulation regarding student records.

F. Student discipline. The Charter Holder will follow the VBCPS Code of Student Conduct and the Student Discipline Guidelines and applicable state and federal law or regulation with regard to student discipline matters. Students and their families will be informed of the student discipline requirements. The Charter Holder will follow applicable law and procedure when disciplining students with disabilities and will consult with VBCPS staff with regard to applicable law, regulation and procedure that applies to students with disabilities.

G. Academic Performance Indicators and Evaluation: The Charter Holder shall:

1. Provide a comprehensive program of instruction that aligns with the state academic standards prescribed by the Virginia Standards for Quality for the grades approved to operate.
2. Design a method to measure pupil progress toward pupil outcomes adopted by VBCPS, including participation in the Virginia Standards of Learning assessments and the nationally standardized norm-referenced achievement test as designated by VBCPS and the Commonwealth of Virginia.
3. Meet or demonstrate sufficient progress toward the academic performance expectations set forth in the performance framework as adopted and modified periodically VBCPS.
4. Cooperate with VBCPS in evaluations and review of pupil data and performance.

H. Disenrollment of student. Students enrolled in the Green Run Collegiate may be disenrolled for failure to comply with the conditions of enrollment. The Charter Holder will establish and communicate the procedure for disenrollment to students and families. Students disenrolled from Green Run Collegiate will be referred to their zoned school for reenrollment.

I. Student participation in extra-curricular activities. Students enrolled in Green Run Collegiate may participate in student activities at Green Run High School.

VI. **FUNDING, FINANCIAL RESPONSIBILITY, AUDITS**. The Charter Holder will reimburse the School Board for services and employment provided by the School Board as set forth in this Charter Agreement and through annual negotiations.

A. Annual budget. The School Board will annually budget the per pupil funding (at a rate that is consistent with the average school-based costs for educating students in the existing VBCPS schools- unless the costs of operating Green Run Collegiate is less than the average school-based costs for all students attending Green Run Collegiate. Funding and service agreements shall not provide a financial incentive or constitute a financial disincentive to the management and operation of Green Run Collegiate. The Charter Holder will work cooperatively and in a timely manner with the VBCPS Chief Financial Officer and other VBCPS staff to develop an annual budget for presentation to the School Board. Should the Charter Holder and the Chief Financial Officer be unable to reach consensus concerning the proposed budget, the Charter Holder will meet with the School Board or its designees concerning the budget issues.

1. Special education and categorical funding. Notwithstanding any other provision of law, the proportionate share of state and federal resources allocated for students with disabilities and school personnel assigned to special education programs shall be directed to Green Run Collegiate. The proportionate share of moneys allocated under other federal or state categorical aid programs shall be directed to Green Run Collegiate based on the needs of the students eligible for categorical aid programs and enrolled at Green Run Collegiate.
2. Educational and related fees. Any educational and related fees collected from students enrolled at Green Run Collegiate shall be credited to the Green Run Collegiate account.
3. Acceptance of gifts, donations and grants. The Charter Holder is authorized to accept gifts, donations, or grants of any kind made to Green Run Collegiate and to spend such funds in accordance with the conditions prescribed by the donor. However, no gift, donation, or grant shall be accepted by the Charter Holder if the conditions for such funds are contrary to law or the terms of this Charter Agreement.
4. Tuition. Student attending Green Run Collegiate will not be charged tuition.

B. The Charter Holder shall comply with the same financial and electronic data submission requirements as a school division including the Uniform System of Financial Records for Charter Schools (USFRCS) unless specifically exempted by the School Board. If the Charter Holder has received an exception to the USFRCS and/or procurement rules, the Charter Holder shall, at a minimum, follow accounting policies and procedures that comply with Generally Accepted Accounting Principles (GAAP). This includes using an accounting system that provides for the proper recording and reporting of financial data and following standard internal control procedures. In addition, the Charter Holder shall contract for ~~at least~~ an annual financial statement audit of the Foundation that meets the following conditions: 1) it is conducted by an independent certified public accountant; and 2) it complies with policies adopted by the School Board.

C. Payment of debt. The Charter Holder shall pay debts as they fall due or in the usual course of business.

D. The Charter Holder shall not commit or engage in gross incompetence or systematic and egregious mismanagement of Green Run Collegiate's finances or financial records.

E. Review, Evaluation and Investigative Teams, Audits and Records. The Charter Holder shall allow representatives from VBCPS, the School Board Internal Auditor's Office and the External Auditor, the Virginia Department of

Education, and/or the Virginia Auditor General to visit each school site at any reasonable time. The Charter Holder shall allow the representatives to conduct financial, program or compliance audits and shall hold open for inspection all records, documents and files relating to any activity or program provided by the Charter Holder relating to or by Green Run Collegiate. Evaluations will include program evaluations conducted by the appropriate ~~VBCPS school division~~ personnel or agents. Green Run Collegiate will be subject to the audit and budget reviews similar to all other VBCPS schools, including all allocated funds and school activities funds. All books, accounts, reports, files and other records relating to this Charter Agreement shall be subject, at all reasonable times, to inspection and audit by the School Board for seven~~five~~ years after each fiscal year~~termination of the Charter Agreement~~.

F. Grants and other funds. If the Charter Holder receives federal or other grant funds, the Charter Holder shall timely submit financial and other reports required by VBCPS, the United States Department of Education, the Virginia Department of Education, other applicable entities, and other funders for the Charter Holder's receipt of such funds.

G. Nonappropriation of funds. It is understood and agreed between the parties hereto that the School Board shall be bound and obligated hereunder only to the extent that the funds shall have been appropriated and budgeted for the purpose of the Charter Agreement. In the event funds are not appropriated and budgeted in any fiscal year for payments due under this Charter Agreement, the School Board shall immediately notify the Charter Holder of such occurrence and this Charter Agreement shall terminate on the last day of the fiscal year for which (an) appropriation(s) (was) were received without penalty or expense to the School Board of any kind whatsoever.

VII. SITES. The Charter Holder shall provide educational services, including the delivery of instruction on the campus of Green Run High School. The Charter Holder shall maintain a Facilities Use Agreement covering the use of all facilities, and shall ensure that the facilities comply with all applicable federal, state and local health and safety standards and other applicable laws, regulations and rules. The Charter Holder shall not be required to pay rent for space which is deemed available in VBCPS facilities.

The name and address for the School shall be:

School Name: Green Run Collegiate
School Address: 1700 Dahlia Drive, Suite 400
City, State Zip: Virginia Beach, VA 23453

The School Board will be responsible for the maintenance and repair of the school building, school grounds and equipment provided for Green Run Collegiate. The School Board reserves the right to relocate Green Run Collegiate to another site should the location or building provided not meet the needs of Green Run Collegiate or exceptional

circumstances dictate that the building and site are required for other purposes. Any relocation will be communicated to and be done in consultation with the Charter Holder. The Charter Holder must receive prior approval from the School Board to make structural or other changes to the school building or grounds. The School Board will pay for all utility costs related to use of the site(s).

VIII. CONTRACTED SERVICES. The Charter Holder will contract for services with VBCPS for transportation, special education/Section 504, custodial services, security, technology, and other services provided by VBCPS as part of the standard operation for a VBCPS comprehensive high school. These contracted services may be through a facility use agreement or separate agreement. Costs charged to the Charter Holder for these services will not exceed the cost to the School Board for such services. If cost savings can be accomplished in full compliance with School Board policies and regulations, the Charter Holder will consider bids from outside service providers. The Charter Holder will follow School Board policies and regulations as well as the School Division Business Services Manual regarding procurement of goods and services and contracting. Any services for which the Charter Holder contracts with the School Board shall not exceed the School Board's costs to provide such services. Contracts for specific services with VBCPS will be made via attachments to this Charter Agreement.

- A. Transportation. VBCPS will consider the Charter Holder to be the same as any other school, academy, advanced academic or magnet site within VBCPS. Students attending Green Run Collegiate will be provided transportation services to the same extent other VBCPS students are provided transportation services (including special education and Section 504 transportation). Transportation will not be provided for students residing in the Green Run Collegiate Non-transportation zone but students may be provided transportation in the like kind or equitable fashion as other VBCPS academy, advanced academic or magnet programs. Students may access transportation from afterschool activities taking place on campus in the same manner as students who attend the host school. The Charter Holder will be responsible for enforcing all School Board policies and regulations concerning student conduct while accessing or utilizing transportation services including parent/legal guardian/adult student concerns regarding transportation and related services. For the purposes of school transportation video/recorded surveillance, touring and transportation, the Charter Holder and its agents are designated as having a legitimate educational interest such that they are entitled to access education records under 20 U.S.C. §1232g, the Family Educational Rights and Privacy Act ("FERPA"), as amended, and applicable state and federal regulations concerning student education records. VBCPS officers and employees and agents are likewise designated as having a legitimate educational interest in all related student records kept by Charter Holder. Transportation for any and all other special events, programs, field trips, etc., will be provided by VBCPS in accordance with School Board policies, regulations and procedures. Charter Holder will reimburse VBCPS for any incremental costs incurred in providing transportation.

- B. Food Services. Green Run Collegiate will be treated the same as any other VBCPS school, academy, advanced academic or magnet site for food services' purposes. Students attending GRCCS will be provided food services to the same extent as other VBCPS students are provided food services. See Attachment B.
- C. Human Resources. For those VBCPS employees who are assigned to Green Run Collegiate, the Charter Holder will utilize the VBCPS Department of Human Resources for all matters related to the hiring, discipline, compliance with applicable law, Workers Compensation, ADA, FMLA and other matters related to the rights of employees, use of leave, unemployment or other outside agency involvement with employees.
- D. Special education/Section 504 (including training). The Charter Holder will work with the VBCPS Office of Programs for Exceptional Children regarding the provision of services to students eligible for services under the Individuals with Disabilities Education Act (IDEA), as amended. VBCPS will provide the Charter Holder with a proportionate share of funding under the federal Title VI-B funding for those Green Run Collegiate students who are found IDEA eligible and require services under their IEPs. The Charter Holder will be bound by the Regulations Governing Children with Disabilities in Virginia (2010), as amended, and the Local Policies and Procedures Pertaining to Students with Disabilities (2010), as amended. General oversight of programming for students with disabilities attending the Charter School and consultation with the Office of Programs for Exceptional Children will be free of charge to the Charter Holder. However, the Charter Holder will be responsible for the incremental costs of providing services through the VBCPS Psychological Services, Social Work Services and itinerant special education staff. The Charter Holder will work with the Office of Student Support Services~~Guidance Services~~ and Student Records regarding provision of services to students eligible for services under Section 504 of the Rehabilitation Act, as amended.
- E. Custodial services. VBCPS will provide custodial services and supplies for Green Run Collegiate to the same extent provided to other VBCPS schools. Should Green Run Collegiate require custodial services or supplies during days or times that VBCPS custodial staff is not scheduled to work, the Charter Holder will contact the VBCPS Office of Custodial Services to make arrangements for provision of services and any required payment for such services.
- F. Technology. VBCPS will provide technology equipment and services for Green Run Collegiate to the same extent that such equipment and services are provided for other VBCPS schools. The Charter Holder will be responsible for all costs, including maintenance and supplies, for any additional technology that it purchases. Additionally, any technology purchased by the Charter Holder must conform to VBCPS technology standards and be approved by the VBCPS

Department of Technology. The Charter Holder will not network with or add, remove or alter technology or programming to VBCPS's technology equipment or electronic systems without prior approval of the Department of Technology. The Charter Holder may be responsible for the cost of any programming, services, or additional equipment necessary for Green Run Collegiate equipment to connect to VBCPS facilities, network or internet services.

- G. Financial/budgetary. VBCPS will provide financial management services including accounting, budgeting, payroll, purchasing, accounts payable, and similar business functions. The Charter Holder will be responsible for any incremental costs incurred by VBCPS (e.g., 501(c)(3) IRS application, external audits, IRS form 990 filing).
- H. Nursing. VBCPS will provide nursing services to Green Run Collegiate during the same hours such services are provided to VBCPS students at the host site. Should nursing services be required on dates or times that VBCPS nursing staff are not scheduled to work, the Charter Holder will arrange for needed services through the Office of Student Leadership and may be responsible for reimbursement of additional costs for providing additional nursing services. Nursing services required pursuant to a student's IEP will be addressed through the Office of Programs for Exceptional Children.
- I. Miscellaneous arrangements with host school. See Attachment C.

IX. EMPLOYMENT. The parties agree that Charter School assigned personnel will be employees of the School Board and subject to all School Board policies and regulations applicable to other School Board employees. Members of the Governing Board of the Charter Holder will not be considered employees of the School Board.

A. Contracts with professional, licensed education personnel. Professional, licensed personnel chosen for Green Run Collegiate will be given contracts assigning them for one contract year to Green Run Collegiate. The contract will also reflect any other terms or conditions of employment expected as a staff member of Green Run Collegiate. Compensation for additional work hours or days will be paid through a supplement that will not be considered creditable compensation under the Virginia Retirement System regulations. At the completion of each contract year, the Charter Holder may recommend reassignment for another contract year or recommend that the staff member be reassigned to a public noncharter school. The professional licensed personnel may also request reassignment to a public noncharter school for the next contract year. Reassignment in such situations will be considered an involuntary transfer. The Charter Holder will refer personnel who fail to meet performance requirements to the VBCPS Human Resources Department for corrective or disciplinary action. Nothing in this Charter Agreement shall be construed to restrict the authority of the School Board to assign professional, licensed personnel to Green Run Collegiate or any other public schools as provided by

Virginia Code §§22.1-293 and 22.1-295, as amended.

B. Assignment of non-licensed staff members. The parties will annually reach agreement as to the appropriate non-licensed staff members to be assigned to Green Run Collegiate. Where practicable and in the interests of both parties, staff members already assigned to Green Run High School will be utilized to provide services to Green Run Collegiate students (i.e., cafeteria staff, nursing staff, Media Center, warehouse, support services, etc.). If non-licensed staff members assigned to Green Run Collegiate are expected to work additional hours or days beyond what other VBPCS employees in similar positions must work, then those staff members will sign contracts specifically setting forth the expectations and the compensation for such additional work. The parties will comply with the Fair Labor Standards Act (FLSA), as well as other federal, state and local law and regulation concerning overtime and minimum wage requirements. Compensation for additional work hours or days will be paid through a supplement that will not be considered creditable compensation under the Virginia Retirement System regulations.

C. Employees and cContractors: Employees, agents, or subcontractors assigned to Green Run Collegiate will be employees, or agents of the School Board. As VBCPS employees, all administrative, instructional, support staff and classified staff will be evaluated in accordance with School Board policy and regulation, and Virginia law and regulation.

D. Compliance with federal, state and local laws and federal immigration law. In accordance with Virginia Code § 2.2-4311.1, as amended, the Charter Holder agrees that it does not, and shall not during the performance of this Charter Agreement, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986, as amended.

E. Criminal Background Checks. In accordance with Virginia Code §22.1-296.1, as amended, the Charter Holder certifies that any employee or subcontractor, or future employee or subcontractor, of the Charter Holder that will be in the presence of students during regular school hours or school-sponsored activities, has not been convicted of a felony or any offense involving sexual molestation or physical or sexual abuse or rape of a child, or convicted of a crime of moral turpitude. Crimes of moral turpitude are crimes involving lying, cheating, stealing, false statements, deception, trickery, or “baseness, vileness, or depravity in the private and social duties which man owes to his fellow man or to society in general.”

F. Fingerprints. The Charter Holder shall fingerprint check its governing body members pursuant to VBCPS’s requirements. A fingerprint check must be conducted for each new governing body member through VBCPS fingerprinting procedures. The Charter Holder must maintain valid fingerprint clearance documentation in the VBCPS Department of Human Resources on all officers, directors, members, and partners of the Charter Holder and submit all changes in officers, directors, members,

and partners.

IX. NONDISCRIMINATION.

A. Nondiscrimination. The Charter Holder shall be nonsectarian in its charter school programs, admission policies and employment practices and all other operations. The Charter Holder shall be subject to all federal and state laws and regulations as well as constitutional provisions prohibiting discrimination and harassment on the basis of disability, race, creed, religion, color, gender, national origin, age, ancestry, disability, pregnancy, need for special education services, or other basis prohibited by state law. The Charter School shall establish policies and procedures to inform students, staff, and community members of the nondiscrimination and anti-harassment policy and the procedures to be utilized to investigate and address complaints. Such policies or procedures shall be consistent with or exceed those established by the School Board for VBCPS schools.

B. Education of students with disabilities. The Charter Holder shall comply with all federal and state laws and regulations relating to the education of students with disabilities in the same manner as VBCPS. The parties shall work cooperatively to identify and provide for services and/or accommodations for students with disabilities.

C. Nondiscrimination in the Workplace/Drug Free workplace. Employment discrimination by the Charter Holder shall be prohibited. During the performance of this Charter Agreement, the Charter Holder agrees as follows:

1. The Charter Holder will not discriminate against any employee or applicant for employment because of race, creed, religion, color, gender, national origin, age, ancestry, disability, pregnancy or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification/consideration reasonably necessary to the normal operation of the Charter Holder. The Charter Holder agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
2. The Charter Holder, in all solicitations or advertisements for employees placed by or on behalf of the Charter Holder, will state that the Charter Holder is an equal opportunity employer.
3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulations shall be deemed sufficient for the purpose of meeting the requirements of this section.
4. The Charter Holder will include the provisions of the foregoing Sections A, B, and C in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

5. During the performance of this Charter Agreement, the Charter Holder agrees as follows:

- a) the Charter Holder will provide a drug-free workplace for Charter Holder's employees.
- b) the Charter Holder will post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Charter Holder's workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- c) the Charter Holder will state in all solicitations or advertisements for employees placed by or on behalf of the Charter Holder that the Charter Holder maintains a drug-free workplace.
- d) the Charter Holder will include the provisions of the foregoing Sections A, B, and C in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

X. INSURANCE AND LIABILITY.

A. Insurance. The School Board will obtain ~~will obtain~~ and maintain insurance for Green Run Collegiate in accordance with the laws of the Commonwealth of Virginia. Such insurance will not cover the Charter Holder's governing board or employees or agents of Green Run Collegiate who are not School Board employees. The Charter Holder will obtain insurance coverage that is acceptable to the School Board that covers liability for those actions of the Charter Holder's governing board, employees or agents.

B. Indemnity. The Charter Holder shall be immune from liability to the same extent as all other public schools in the Commonwealth, and the employees and volunteers in a public charter school are immune from liability to the same extent as the employees and volunteers in all other -public schools in the Commonwealth.

XI. ADDITIONAL TERMS.

A. Applicable Law. This Charter Agreement shall be deemed to be a Virginia contract and shall be governed as to all matters whether of validity, interpretations, obligations, performance or otherwise exclusively by the laws of the Commonwealth of Virginia, and all questions arising with respect thereto shall be determined in accordance with such laws. Regardless of where actually delivered and accepted, this Charter Agreement shall be deemed to have been delivered and accepted by the

parties in the Commonwealth of Virginia. The Charter Holder agrees to comply with all applicable federal, state, and local laws, ordinance, and regulations. Any and all suits for any claims or for any and every breach or dispute arising out of this Charter Agreement shall be maintained in the appropriate court of competent jurisdiction in the City of Virginia Beach. No claim shall ever be arbitrated.

B. Entire Agreement. This Charter Agreement, including all of the attachments, constitutes the entire agreement of the parties. Amendments to federal, state, and local law or regulation, and School Board policy or regulation during the course of this Charter Agreement, are incorporated into this Charter Agreement, along with any written amendments which may occur during the term of the Charter Agreement, by this reference.

C. Written Amendments. This Charter Agreement may be amended or modified by mutual agreement, in writing, of both parties. The Charter Holder shall not take action or implement the modification requested in the amendment or notification until approved by the School Board. All amendments and notifications shall be submitted pursuant to the procedures or rules formulated by the School Board.

D. Severability. The provisions of this Charter Agreement are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Charter Agreement.

E. Notice. All notices and other communication under this Charter Agreement (other than regularly scheduled payments) shall be deemed properly given upon receipt if delivered in person or sent by electronic facsimile with regular mail follow-up or sent by overnight delivery service or sent by registered mail, return receipt requested and postage prepaid, addressed as follows:

To the School Board:

2512 George Mason Drive
Building 6, Municipal Center
Virginia Beach, VA 23456
Attention: School Board Chairman

To Green Run Collegiate Board of Directors ~~Academy Foundation~~:

Green Run Collegiate Charter Holder
1700 Dahlia Drive, Suite 400
Virginia Beach, Virginia 23453
Attention: Charter Representative

Either Party may change such address from time to time by written notice to the other Party.

F. Nonassignment. Neither party may assign or transfer any right or interest in this Charter Agreement unless authorized by law. No assignment, transfer or delegation of any duty of the Charter Holder shall be made without prior written permission of the School Board.

G. Compliance with law and regulation. The Charter Holder will comply with all applicable federal, state and local laws, rules, regulations, and ordinances concerning health, safety, environmental concerns, civil rights and insurance.

H. Waiver. The failure of either party to require compliance with any provision of this Charter Agreement shall not affect that party's right to later enforce the same. It is agreed that the waiver by either party of performance of any other terms of this Charter Agreement or of any breach thereof will not be held or deemed to be a waiver by that Party of any subsequent failure to perform the same or any other term or condition of this Charter Agreement or any breach thereof.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Charter Agreement in acknowledgment of their consent hereto, effective the ____ day of ~~August~~April, 2019~~4~~.

GREEN RUN COLLEGIATE ACADEMY FOUNDATION

Rodney J. Burnsworth~~Hugh Greene~~, Chairman

Date

(SEAL)

COMMONWEALTH OF VIRGINIA
CITY OF _____, to wit:

I, _____, a Notary Public in and for the City and State, aforesaid, do hereby certify that _____, Chairman or designee, on behalf of Green Run Collegiate Foundation, whose name is signed to the foregoing writing has acknowledged the same before me in my City and State aforesaid. He/she is personally known to me.

Given under my hand this ____ day of _____, 2019~~4~~.

Notary Public

My Commission expires: _____

My notary number is: _____

SCHOOL BOARD OF THE CITY OF VIRGINIA BEACH, VIRGINIA

Beverly A. Anderson~~Daniel D. Edwards~~, Chair~~man~~ _____

Date

(SEAL)

COMMONWEALTH OF VIRGINIA
CITY OF VIRGINIA BEACH, to wit:

I, _____, a Notary Public in and for the City and State, aforesaid, do hereby certify that Beverly A. Anderson~~Daniel D. Edwards~~, Chair~~man~~ or designee, on behalf of the School Board of the City of Virginia Beach, Virginia whose name is signed to the foregoing writing has acknowledged the same before me in my City and State aforesaid. He/she is personally known to me.

Given under my hand this ____ day of _____, 2019~~4~~.

Notary Public

My Commission expires: _____

My notary number is: _____

(SEAL)

SIGNATURES CONTINUE ON FOLLOWING PAGE

APPROVED AS TO CONTENT:

Dr. ~~Donald Robertson~~Maynard Massey, ~~Chief Schools Officer~~Executive Director School
~~Administration~~ Date

APPROVED AS TO SUFFICIENCY OF FUNDS:

~~Crystal Pate~~Samuel Cohen, Director of Business Services _____ Date

APPROVED AS TO LEGAL SUFFICIENCY:

Kamala H. Lannetti, Deputy City Attorney Date