



# 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 27, 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. Convene School Board Workshop (einstein.lab) ..... 4:00 p.m.**
  - A. School Board Administrative Matters and Reports
  - B. Capital Improvement Program (CIP) Construction Projects Update
  - C. Professional Learning for Excellence
- 2. Closed Meeting: Personnel Matters and Legal Matters**
- 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**
  - A. SkillsUSA – First Place Winners
  - B. Future Business Leaders of America – First Place Winner
- 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.
- 9. Approval of Minutes: August 13, 2019 School Board Regular Meeting**



# VIRGINIA BEACH CITY PUBLIC SCHOOLS CHARTING THE COURSE

## ***School Board Regular Meeting Agenda (continued)***

**Tuesday, August 27, 2019**

School Administration Building #6, Municipal Center

2512 George Mason Dr.

P.O. Box 6038

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(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"*

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**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. Religious Exemption(s)
- B. Plaza Annex Addition Recommendation of General Contractor
- C. An Achievable Dream Memorandum of Agreement
- D. Green Run Collegiate Charter Agreement Renewal

**12. Action**

Personnel Report / Administrative Appointment(s) **UPDATED 9/4/2019**

**13. Information**

- A. Program Evaluation Schedule for 2019-20
- B. Dental Plan Update

**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:** Capital Improvement Program (CIP) Construction Update **Item Number:** 1B

**Section:** Workshop **Date:** August 27, 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:**

The Department of School Division Services, Office of Facilities Services will provide an update on the Capital Improvement Program projects.

**Background Summary:**

**Source:**

**Budget Impact:**



**Subject:** Professional Learning for Excellence **Item Number:** 1C

**Section:** Workshop **Date:** August 27, 2019

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

**Prepared by:** Donald E. Robertson, Jr., Ph.D., Chief Schools Officer

**Presenter(s):** Donald E. Robertson, Jr., Ph.D., Chief Schools Officer

**Recommendation:**

That the School Board receive information on the vision and process for providing professional learning to all staff in 2019-2020.

**Background Summary:**

The workshop will provide the School Board with information regarding 2019 professional learning for teachers, administrators, and support staff.

**Source:**

N/A

**Budget Impact:**

N/A



Subject: Closed Session Item Number: 2

Section: Closed Meeting Date: August 27, 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, Paragraphs 1 and 7 of the *Code of Virginia*, 1950, as amended, for

- A. 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 discuss a determination regarding Employee Grievance Case No. 523-06-03-19.
- B. Legal Matters: Consultation with legal counsel and briefings by staff members or consultants pertaining to actual or probable litigation where such consultation or briefing in an open meeting would adversely affect the negotiating or litigating posture of the Board or consultation with legal counsel employed or retained by the Board regarding specific legal matters requiring the provision of legal advice by such counsel, pursuant to Section 2.2-3711 (A) (7); namely to discuss procedure for employee grievance case.

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**RECONVENE IN OPEN SESSION:**

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**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.

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**ACTION AS NEEDED:**

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**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:** SkillsUSA – First Place Winners **Item Number:** 6A

**Section:** Student, Employee and Public Awards and Recognition **Date:** August 27, 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 two Advanced Technology Center (ATC) students who won first places in their respective categories at the SkillsUSA competition.

**Background Summary:**

SkillsUSA was founded in 1965 as the Vocational Industrial Clubs of America with a goal of establishing a nationwide organization to serve students interested in pursuing trade and industrial education. Today, the organization reaches more than 350,000 students. The organization supports students through employment and leadership training, community service activities, advocacy for career and technical education and state leadership conferences. At this year's state leadership conference, two ATC students won first place individual awards.

**Source:**

Advanced Technology Center

**Budget Impact:**

None



**Subject:** Future Business Leaders of America – First Place Winner **Item Number:** 6B

**Section:** Student, Employee and Public Awards and Recognition **Date:** August 27, 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 a student from the Advanced Technology Center (ATC) who won first place at the Future Business Leaders of America national conference.

**Background Summary:**

Future Business Leaders of America prepares students to become community-minded business leaders in a global society through relevant career preparation and leadership experiences. At state and national conferences, students compete in events ranging from computer applications to financial systems to entrepreneurship. This year, an ATC student competing at nationals won first place in word processing.

**Source:**

Advanced Technology Center

**Budget Impact:**

None



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

**Section:** Approval of Minutes **Date:** August 27, 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 August 13 regular meeting as presented.

**Background Summary:**

**Source:**

Bylaw 1-40

**Budget Impact:**

N/A





# VIRGINIA BEACH CITY PUBLIC SCHOOLS CHARTING THE COURSE

## School Board Services

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At-Large

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<b>Daniel D. Edwards</b> District 2 – Kempsville	<b>Sharon R. Felton</b> District 6 – Beach	<b>Dorothy M. Holtz</b> At-Large
<b>Laura K. Hughes</b> At-Large	<b>Victoria C. Manning</b> At-Large	<b>Jessica L. Owens</b> District 3 – Rose Hall
<b>Trenace B. Riggs</b> District 1 – Centerville	<b>Carolyn T. Rye</b> District 5 - Lynnhaven	<b>Carolyn D. Weems</b> District 4 - Bayside

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

## **School Board Regular Meeting MINUTES**

**Tuesday, August 13, 2019**

School Administration Building #6, Municipal Center  
2512 George Mason Dr.  
Virginia Beach, VA 23456

### **INFORMAL MEETING**

The School Board assembled in the einstein.lab at 4:05 p.m. All School Board members were present along with Superintendent Spence.

- 1. Closed Meeting #1 of 2: 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
  - 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.

The motion passed (ayes 8, nays 3 – Hughes, Manning and Weems) and the School Board entered into a closed session at 4:05 p.m. Mr. Edwards departed the meeting early during the closed session at 5:08 p.m. due to a prior commitment.

#### **Individuals present for discussion:**

- A. conduct a hearing regarding a grievance filed by an administrator: School Board members; Superintendent Spence; School Board Legal Counsel, Kamala H. Lannetti, Deputy City Attorney; and Dianne P. Alexander, Clerk of the School Board. Mr. Edwards departed the meeting during discussion at 5:08 p.m. Superintendent Spence departed the closed session at 5:11 p.m. for the School Board to deliberate.



- B. discuss the resignations of specific administrators: Due to time constraints, this item was not discussed at this time. See Item 18
- C. discuss and consider the Superintendent's annual goals and performance expectations: Due to time constraints, this item was not discussed at this time. See Item 18

The School Board reconvened in an open meeting at 5:49 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 (ayes 7, nays 3 – Hughes, Manning and Weems for reasons stated in the closed session. Edwards was not present after departing the meeting early at 5:08 p.m.).

- 2. **Convene School Board Workshop**: None at this time. See Item 17.
- 3. **School Board Recess**: The School Board recessed at 5:50 p.m. to reconvene in School Board Chambers for the formal meeting at 6:00 p.m.

#### FORMAL MEETING

- 4. **Call to Order and Roll Call**: Chairwoman Anderson called the formal meeting to order in School Board Chambers at 6:02 p.m. In addition to Superintendent Spence, all School Board members were present with the exception of Mr. Edwards who Chairwoman Anderson announced had departed the meeting early to attend another meeting.
- 5. **Moment of Silence followed by the Pledge of Allegiance**
- 6. **Student, Employee and Public Awards and Recognition**
  - Exemplar Performance School Awards: The School Board recognized fifteen schools who were awarded by the state Board of Education (BOE) with Exemplar Performance School Awards.
- 7. **Superintendent's Report**: Five things shared by Superintendent Spence in his report were related to 1) 100% of division schools earning full accreditation; 2) schools' open houses; 3) full-day kindergarten added to 52 more schools leaving only 3 schools with construction projects to be added in the 2020-21 school year; 4) notice of 50 bus driver openings and information on how to apply; and 5) reminder that September 3 is the first day of school.
- 8. **Hearing of Citizens and Delegations on Agenda Items**: None
- 9. **Approval of Minutes**: July 8-9, 2019 School Board Retreat / Abridged Regular Meeting: Ms. Weems made a motion, seconded by Vice Chair Melnyk, that the School Board approve the minutes of their July 8-9, 2019 School Board Retreat / Abridged Regular Meeting as presented. The motion passed (ayes 10, nays 0).
- 10. **Adoption of the Agenda**: Ms. Riggs made a motion, seconded by Ms. Holtz, that the School Board adopt the meeting agenda as presented. The motion passed (ayes 10, nays 0).



- 11. Consent Agenda:** After Chairwoman Anderson's overview of items presented for approval as part of the Consent Agenda, Ms. Manning made a motion, seconded by Ms. Hughes, that the School Board approve the Consent Agenda as presented. The motion passed (ayes 10, nays 0), and the following items were approved as part of the Consent Agenda:
- A. The School Board authorized the Superintendent to execute a contract with Excel Paving Corporation, Inc. in the amount of \$300,214 for the Salem High School tennis courts
  - B. The School Board authorized their Chair to execute the easement agreement with Dominion Energy to provide permanent underground electrical service to the Plaza Annex addition with the upgraded service fed from Brookwood Elementary School
  - C. Policy 3-38 Competitive Negotiations/Awards/Small Professional Service Contracts revised to omit Section 2 deemed redundant as being covered under Policy 3-32, Section B, Small Purchases/Professional Service Contracts updated in February 2018
- 12. Action:** 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 August 13, 2019 along with six administrative appointments as recommended by the Superintendent. The motion passed (ayes 10, nays 0), and Superintendent Spence introduced the approved administrative appointments as follows:

Name	Current Position	Approved Appointment
Kathleen E. Cahoon-Newchock	Teacher, John B. Dey, Kingston, and Brookwood elementary schools	Coordinator, English as a Second Language (ESL) Department of Teaching and Learning (effective 08/14/2019)
Abigail Dougherty	Assistant Principal Point O'View Elementary School	Coordinator, Language Arts Department of Teaching and Learning (effective 08/14/2019)
Stacy J. Eddleton	Teacher Chesterfield Detention Center	Coordinator, Special Education Office of Programs for Exceptional Children Department of Teaching and Learning (effective 08/15/2019)
Linda S. Hayes	Principal Pembroke Elementary School	Director of Elementary Schools Department of Teaching and Learning (effective date TBD)
Mary E. Maroney	Office of PreK Coordinator Berkeley County Schools Martinsville, WV	Coordinator, Special Education Office of Programs for Exceptional Children Department of Teaching and Learning (effective date TBD)
Amanda B. Pontifex	Teacher Shelton Park Elementary School	Assistant Principal Point O'View Elementary School (effective 08/14/2019)

Also introduced were administrative appointments approved by the School Board at their July 9, 2019 abridged meeting.



**13. Information:**

- A. An Achievable Dream Memorandum of Agreement and Update: Donald E. Robertson, Jr., Ph.D., Chief Schools Officer, provided historical background of the partnership with Achievable Dream Academies initiated in 2013 with implementation at Seatack Elementary School, and expanded each year through grade 6 within Lynnhaven Middle School in the 2018-19 school year. He reported on the ad hoc committee's work since May 2018 in discussing the future of the program in the division, and presented proposed adjustments to the Memorandum of Agreement (MOA) reflecting the outcome of the ad hoc committee's work to continue the partnership. Below outlines major adjustments captured in the MOA:
- Increase the "Faculty Contracts" with An Achievable Dream from one (1) year to three (3) years
  - Simplify the transportation cost sharing to a flat \$100/student contribution from AAD for daily transportation (inclusive of zero bell, extended day, and summer intercession but not additional field trips)
  - Expand the attendance zone to include 4 middle schools (Lynnhaven, Virginia Beach, Plaza, and Corporate Landing) and all the elementary schools in the feeder pattern for these middle schools
  - Allow students at any grade level (K-7) to enroll
  - Adjust the grade-level enrollment expectations from 125/grade level to 75-90/grade level and corresponding grade-level totals of 450-540 students for the elementary program, 225-270 students for the middle school program, and 300-360 students for the high school program
  - Set an expectation that the program will not fall below 75% of the total enrollment target (for K-12)
  - Build an addition on Lynnhaven Middle School to allow current Lynnhaven-zoned students to remain while creating separate space for an Achievable Dream Academy, grades 6-12 program
  - Add a facility use contribution from AAD of \$75,000 each year
- Lee Vreeland, Ed.D., President and Chief Executive Officer for An Achievable Dream, Inc., shared thoughts about the proposed adjustments and provided an update on the work of AAD for changes in the upcoming school year related to enrollment and expansion to Grade 7.
- B. Green Run Collegiate Charter Agreement Renewal: Rianne J. Patricio, Head of School at Green Run Collegiate, presented a brief history of the Green Run Collegiate (GRC) public charter school that offers an academically rigorous college preparation program and additional support structures. She then reviewed minor modifications to the Charter Agreement that addresses consistency of wording and grammar, food services, audit and budget procedures, and renews the Charter Agreement to establish a successive period of five years.

- 14. Standing Committee Reports:** As the School Board's liaison to the Special Education Advisory Committee, Ms. Weems reported on their August 5 meeting and announced upcoming events.



School Board of the City of Virginia Beach  
School Administration Building #6, Municipal Center  
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Tuesday, August 13, 2019  
School Board Regular Meeting  
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Ms. Felton and Ms. Rye reported on the July 30 Holocaust Commission of the United Jewish Federation of Tidewater Evening with the Arts; Ms. Rye announced meetings of the Policy Review Committee (PRC) will resume on August 15; and Ms. Weems praised the third Region II Leading and Teaching for Equity Conference hosted by the division on July 23.

**15. Conclusion of Formal Meeting:** The formal meeting concluded at 6:55 p.m.

**16. Hearing of Citizens and Delegations on Non-Agenda Items:** The School Board heard comments from the following citizens and delegations:

Joanne Inman, President of Sentara Leigh Hospital, on behalf of United Way, to recognize the contributions of staff and students in the 2019 United Way campaign;

Torase Williams regarding concerns with Old Donation School's demographics; and

Kenny Golden and Diana Howard regarding concerns related to the assignment of School Board members to committees.

The School Board recessed at 7:08 p.m. to relocate to the einstein.lab in workshop format. Ms. Hughes departed the meeting at this time.

**17. Workshop:** The School Board reconvened in the einstein.lab in workshop format at 7:22 p.m. All School Board members were present with the exception of Mr. Edwards and Ms. Hughes who departed the meeting early at 5:08 p.m. and 7:08 p.m., respectively.

A. School Board Administrative Matters and Reports: Due to the early departure of a couple of School Board members, Chairwoman Anderson postponed the School Board's process of signing up for school adoptions for the 2019-20 school year until the August 27 regular meeting.

B. Transportation Improvements for the FY20 School Year: John "Jack" Freeman, Chief Operations Officer, reviewed School Board policies and division regulations related to providing an efficient and equitable system of school bus transportation. He explained non-transportation zones, the process of establishing routes, and how bus stops are designed. David L. Pace, Executive Director of Transportation and Fleet Management Services, provided transportation system statistics on the bus fleet; number of routes, students transported, bus drivers, and miles traveled noting the division is one of a few in the nation that operates on a four-tier schedule. Also reported were the 125+ programs supported daily with expansions planned for the 2019-20 school year, and review of the goals of the transportation staff. Improvements for the coming year that were identified through better use of technology and the dedicated work of staff supported by School Board policy, regulations and recent audit were explained to include installation of the new EDULOG GPS and routing software and communication plan to notify parents and administrators of the changes to daily operations. A status report on technology-based improvements was presented noting the department's continued work with the Department of School Leadership in preparing school start time recommendations for consideration by the School Board in October.

This portion of the workshop concluded at 7:51 p.m.





- C. Dental Benefits Update: Farrell E. Hanzaker, Chief Financial Officer; and Linda C. Matkins, Director of Consolidated Benefits, presented new dental plan options for Medicare-eligible retirees. Historical information regarding retiree eligibility was presented along with information on changes in the dental plan environment, plan comparison and enrollment overview. Finally, an outline of next steps to finalize the 2020 dental plan was explained.

The workshop concluded at 8:08 p.m.

- 18. Closed Meeting #1 of 2: 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

- 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.

The motion passed (ayes 7, nays 2 – Manning and Weems; Edwards and Hughes departed the meeting early at 5:08 p.m. and 7:08 p.m., respectively), and the School Board recessed at 8:10 p.m. and reconvened in a closed session in Room 113 at 8:18 p.m.

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

- C. discuss and consider the Superintendent's annual goals and performance expectations: School Board members with the exception of Mr. Edwards and Ms. Hughes who departed the meeting early; Superintendent Spence; School Board Legal Counsel, Kamala H. Lannetti, Deputy City Attorney; and Dianne P. Alexander, Clerk of the School Board.
- B. discuss the resignations of specific administrators: School Board members with the exception of Mr. Edwards and Ms. Hughes who departed the meeting early; Superintendent Spence; School Board Legal Counsel, Kamala H. Lannetti, Deputy City Attorney; and Dianne P. Alexander, Clerk of the School Board.

Superintendent Spence departed the closed session at 8:40 p.m. prior to the School Board's deliberation continued from the afternoon closed session.

- A. conduct a hearing regarding a grievance filed by an administrator: School Board members with the exception of Mr. Edwards and Ms. Hughes who departed the meeting early; School Board Legal Counsel, Kamala H. Lannetti, Deputy City Attorney; and Dianne P. Alexander, Clerk of the School Board. Ms. Manning departed the closed session at 8:50 p.m. during discussion.

The School Board reconvened in an open meeting at 9:13 p.m.



Certification of Closed Meeting: Vice Chair Melnyk made a motion, seconded by Ms. Rye, 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 (ayes 8, nays 0 – Edwards, Hughes and Manning departed the meeting early at 5:08 p.m., 7:08 p.m., and 8:50 p.m., respectively).

19. **Vote on Remaining Action Items:** None
20. **Adjournment:** Prior to adjournment, School Board Legal Counsel, Kamala H. Lannetti, Deputy City Attorney, advised a two-minute video related to an Employee Grievance matter coming before the School Board at their next meeting on August 27, 2019 is available for School Board members to review in the School Board Office. There being no further business before the School Board, Chairwoman Anderson adjourned the meeting at 9:14 p.m.

Respectfully submitted:

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Dianne P. Alexander, Clerk of the School Board

Approved:

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Beverly M. Anderson, School Board Chair



**Subject:** Religious Exemption **Item Number:** 11A

**Section:** Consent Agenda **Date:** August 27, 2019

**Senior Staff:** Donald Robertson, Chief Schools Officer

**Prepared by:** Denise White, Student Conduct / Services Coordinator

**Presenter(s):** Michael B. McGee, Director, Office of Student Leadership

**Recommendation:**

That the School Board approve Religious Exemption Case Nos. RE-19-01

RE-19-02

RE-19-03

RE-19-04

RE-19-05

RE-19-06

RE-19-07

**Background Summary:**

Administration finds documentation meets the threshold requirements stipulated in Virginia Code.

Virginia Code §22.1-254.B.1 states the following:

“B. A school board shall excuse from attendance at school:

1. Any pupil who, together with his parents, by reason of bona fide religious training or belief is conscientiously opposed to attendance at school. For purposes of this subdivision, “bona fide religious training or belief” does not include essentially political, sociological or philosophical views or a merely personal moral code”

Virginia Code § 22.1-254.D.1 states the following:

“D. A school board may excuse from attendance at school:

1. On recommendation of the principal and the division superintendent and with the written consent of the parent or guardian, any pupil who the school board determines, in accordance with regulations of the Board of Education, cannot benefit from education at such school”

**Source:**

Virginia Code §22.1-254.B.1 and §22.1-254.D.1

School Board Policy 5-12, Legal Withdrawal

**Budget Impact:**

None





**Plaza Annex Addition**

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

**Section:** Consent **Date:** August 27, 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 E.T. Gresham Company, Inc. for the Plaza Annex Addition in the amount of \$12,090,000.

**Background Summary:**

Project Architect:	HBA Architecture & Interior Design
Contractor:	E.T. Gresham Company, Inc.
Contract Amount:	\$12,090,000
Construction Budget:	\$12,250,000
Number of Responsive Bidders:	4
Average Bid Amount:	\$12,470,518
High Bid:	\$13,345,071

**Source:**

**Budget Impact:**

CIP 1-184

CIP 1-178



**Subject:** An Achievable Dream Memorandum of Agreement (MOA) **Item Number:** 11C

**Section:** Consent **Date:** August 27, 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 approve the Memorandum of Agreement (MOA) for An Achievable Dream Academy endorsed by the Ad Hoc Committee as presented for Information at the School Board's August 13, 2019 regular meeting.

**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.



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- 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

## MOA with AN ACHIEVABLE DREAM 2019

**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

## MOA with AN ACHIEVABLE DREAM 2019

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
<b>PROGRAMS</b>					
	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
<b>ADMINISTRATION</b>					
	Admin & Gen Payroll		X		****
	Admin & General Operational Costs		X		
	Insurance		X		
	Accounting/Auditors		X		
	Legal		X		
<b>FUNDRAISING</b>					
	Development & Donor Relations		X		
	P/R and Marketing		X		
***	If applicable				
****	These are management positions at AAD				



**Subject:** Green Run Collegiate Charter Agreement **Item Number:** 11D

**Section:** Consent **Date:** August 27, 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 approve the updated 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 22<sup>nd</sup> 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~~<sup>3</sup> and ending on June 30, 20~~23~~<sup>18</sup>, 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 1<sup>st</sup> and ends June 30<sup>th</sup>

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~~chool ~~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~~<sup>five</sup> 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.

~~I.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.

~~B.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.

~~C.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.

~~D.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.”

~~H.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, 20194.

**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 \_\_\_\_\_, 20194.

\_\_\_\_\_  
Notary Public

My Commission expires: \_\_\_\_\_  
My notary number is: \_\_\_\_\_

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

Beverly A. Anderson~~Daniel D. Edwards~~, Chairman \_\_\_\_\_

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.

\_\_\_\_\_  
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



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

**Section:** Action **Date:** August 27, 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 27, 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

Virginia Beach City Public Schools  
Personnel Report  
August 27, 2019  
2019-2020

Scale	Class	Location	Effective	Employee Name	Position/Reason	College	Previous Employer
Assigned to Unified Salary Scale	Appointments - Elementary School	Alanton	8/27/2019	Sarha Cavallaro	Special Education Assistant	Not Applicable	Center of Hope Foundation, Inc, MA
Assigned to Unified Salary Scale	Appointments - Elementary School	Alanton	8/27/2019	Penelope W Menges	Special Education Assistant	Christopher Newport University, VA	Courthouse Montessori School, VA
Assigned to Unified Salary Scale	Appointments - Elementary School	Alanton	8/27/2019	Stevie Marie N Wilson	General Assistant	Indiana State University, IN	Not Applicable
Assigned to Unified Salary Scale	Appointments - Elementary School	Arrowhead	8/22/2019	Meredith R Strickland	School Nurse	Old Dominion University, VA	CHKD, VA
Assigned to Unified Salary Scale	Appointments - Elementary School	Arrowhead	8/27/2019	Lisa M Hardy	Pre-Kindergarten Teacher Assistant	Tidewater Community College, VA	Not Applicable
Assigned to Unified Salary Scale	Appointments - Elementary School	Bayside	8/27/2019	Meganne Huett	General Assistant	University of West Florida, FL	Not Applicable
Assigned to Unified Salary Scale	Appointments - Elementary School	Bayside	8/27/2019	Karolyn Sue Sveum	Kindergarten Assistant	Not Applicable	Not Applicable
Assigned to Unified Salary Scale	Appointments - Elementary School	Bettie F. Williams	8/27/2019	Margaret K Edwards	Physical Education Assistant	Bridgewater College, VA	Not Applicable
Assigned to Unified Salary Scale	Appointments - Elementary School	Birdneck	8/13/2019	Wanda M White	Custodian II Head Night	Not Applicable	Not Applicable
Assigned to Unified Salary Scale	Appointments - Elementary School	Birdneck	8/22/2019	Angela C Rahn	School Nurse	Western Michigan University, MI	Not Applicable
Assigned to Unified Salary Scale	Appointments - Elementary School	Birdneck	8/27/2019	Sarah C Pringle	Special Education Assistant, .500	East Carolina University, NC	Cornerstone Christian School, VA
Assigned to Unified Salary Scale	Appointments - Elementary School	Christopher Farms	8/14/2019	Joy A Graham	Custodian I	Not Applicable	Not Applicable
Assigned to Unified Salary Scale	Appointments - Elementary School	Christopher Farms	8/28/2019	Jacob Boyer	Custodian I	Not Applicable	Not Applicable
Assigned to Unified Salary Scale	Appointments - Elementary School	Cooke	8/27/2019	Gerard K Dooley	Kindergarten Assistant	College of William and Mary, VA	Not Applicable
Assigned to Unified Salary Scale	Appointments - Elementary School	Cooke	8/27/2019	Carol P Skarbek	Pre-Kindergarten Teacher Assistant, .500	Virginia Tech, VA	Not Applicable
Assigned to Unified Salary Scale	Appointments - Elementary School	Corporate Landing	8/27/2019	Bernadette E Saunders	Special Education Assistant	Armstrong Atlantic State Univ, GA	Not Applicable
Assigned to Unified Salary Scale	Appointments - Elementary School	Creeds	8/27/2019	Denise J Glatt	Kindergarten Assistant	University of Connecticut, CT	Not Applicable
Assigned to Unified Salary Scale	Appointments - Elementary School	Creeds	8/27/2019	Tashon A McPherson	General Assistant	Not Applicable	Not Applicable
Assigned to Unified Salary Scale	Appointments - Elementary School	Fairfield	8/27/2019	Danielle T Floyd	Kindergarten Assistant	Norfolk State University, VA	Norfolk Public Schools, VA
Assigned to Unified Salary Scale	Appointments - Elementary School	Fairfield	8/27/2019	Ashley J Whitten	Kindergarten Assistant	Central Michigan University, MI	West Midland Family Center, MI
Assigned to Unified Salary Scale	Appointments - Elementary School	Green Run	8/27/2019	Sharon E Taylor	Kindergarten Assistant	Not Applicable	Not Applicable
Assigned to Unified Salary Scale	Appointments - Elementary School	Holland	8/16/2019	Alicia N Gonzales	School Office Associate II	Old Dominion University, VA	Not Applicable
Assigned to Unified Salary Scale	Appointments - Elementary School	Holland	8/27/2019	Janette A Agnese	Special Education Assistant	Not Applicable	Not Applicable
Assigned to Unified Salary Scale	Appointments - Elementary School	Kempsville Meadows	8/22/2019	Susan A Brown	School Nurse	Old Dominion University, VA	Not Applicable
Assigned to Unified Salary Scale	Appointments - Elementary School	King's Grant	8/16/2019	Earl C Hendricks	Custodian I	Not Applicable	Not Applicable
Assigned to Unified Salary Scale	Appointments - Elementary School	King's Grant	8/27/2019	Leny G Horne	Special Education Assistant	Not Applicable	Not Applicable
Assigned to Unified Salary Scale	Appointments - Elementary School	Lynnhaven	8/27/2019	Madison N Hoffpaur	Kindergarten Assistant	Not Applicable	Not Applicable
Assigned to Unified Salary Scale	Appointments - Elementary School	New Castle	8/27/2019	Jackie L Jaf	General Assistant	Univ of Colorado Col Springs, CO	Not Applicable
Assigned to Unified Salary Scale	Appointments - Elementary School	Newtown	8/16/2019	Patreena Hagans	Custodian I	Not Applicable	SH Enterprises, VA
Assigned to Unified Salary Scale	Appointments - Elementary School	North Landing	8/16/2019	Jayson C Whitehead	Custodian I	Not Applicable	Not Applicable
Assigned to Unified Salary Scale	Appointments - Elementary School	North Landing	8/22/2019	Paula S McDonald	Library/Media Assistant	James Madison University, VA	Not Applicable
Assigned to Unified Salary Scale	Appointments - Elementary School	North Landing	8/27/2019	Jennifer Goodwin	Kindergarten Assistant	George Mason University, VA	Not Applicable
Assigned to Unified Salary Scale	Appointments - Elementary School	Parkway	8/27/2019	Khadijah N Kelly	General Assistant	Tidewater Community College, VA	Not Applicable
Assigned to Unified Salary Scale	Appointments - Elementary School	Princess Anne	8/27/2019	Nisa L Daniels	Special Education Assistant	Not Applicable	Not Applicable
Assigned to Unified Salary Scale	Appointments - Elementary School	Red Mill	8/16/2019	Rebeca D Sotomayor	Custodian I	Not Applicable	Not Applicable
Assigned to Unified Salary Scale	Appointments - Elementary School	Red Mill	8/27/2019	Cody A Vandelinde	Physical Education Assistant	Limestone College, SC	Not Applicable
Assigned to Unified Salary Scale	Appointments - Elementary School	Rosemont Forest	8/27/2019	Sierra C McClair	Kindergarten Assistant	Norfolk State University, VA	Not Applicable
Assigned to Unified Salary Scale	Appointments - Elementary School	Shelton Park	8/26/2019	Otis B Reddix	Custodian II Head Night	Not Applicable	DC Public Schools, DC
Assigned to Unified Salary Scale	Appointments - Elementary School	Strawbridge	8/27/2019	Logan B Jackson	Physical Education Assistant	Tidewater Community College, VA	Not Applicable
Assigned to Unified Salary Scale	Appointments - Elementary School	Tallwood	8/27/2019	Darius R Samuel	Physical Education Assistant	Not Applicable	Not Applicable
Assigned to Unified Salary Scale	Appointments - Elementary School	Three Oaks	8/28/2019	Kazuyo O Johnson	Cafeteria Assistant, .714	Not Applicable	Not Applicable
Assigned to Unified Salary Scale	Appointments - Elementary School	Three Oaks	8/28/2019	Felicia Thomas	Cafeteria Assistant, .714	Not Applicable	Not Applicable
Assigned to Unified Salary Scale	Appointments - Elementary School	Woodstock	8/27/2019	Jennifer M Dunlap	General Assistant, .500	Deleware Other, DE	Not Applicable
Assigned to Unified Salary Scale	Appointments - Middle School	Bayside Sixth Grade Campus	8/28/2019	Michele S Taylor	Cafeteria Assistant, .786	Not Applicable	Not Applicable
Assigned to Unified Salary Scale	Appointments - Middle School	Great Neck	8/14/2019	Glenn P Abutin	Custodian I	Not Applicable	Not Applicable
Assigned to Unified Salary Scale	Appointments - Middle School	Great Neck	8/16/2019	Amanda L Barker	School Office Associate II	Not Applicable	Not Applicable
Assigned to Unified Salary Scale	Appointments - Middle School	Great Neck	8/16/2019	Salena R Williams	Custodian I	Not Applicable	Not Applicable
Assigned to Unified Salary Scale	Appointments - Middle School	Independence	8/16/2019	Lisa A Lagos	Custodian I	Not Applicable	Not Applicable
Assigned to Unified Salary Scale	Appointments - Middle School	Independence	8/16/2019	Kabhir M Marks	School Office Associate II	Not Applicable	Not Applicable
Assigned to Unified Salary Scale	Appointments - Middle School	Independence	8/16/2019	Regina Walker	Custodian I	Not Applicable	Not Applicable
Assigned to Unified Salary Scale	Appointments - Middle School	Independence	8/22/2019	Shana R Gregory	Security Assistant	Not Applicable	Not Applicable
Assigned to Unified Salary Scale	Appointments - Middle School	Kempsville	8/22/2019	Irving K Cashwell Sr	Security Assistant, .400	Not Applicable	Not Applicable
Assigned to Unified Salary Scale	Appointments - Middle School	Larkspur	8/27/2019	Kasey M Strawhand	Special Education Assistant	Not Applicable	Not Applicable
Assigned to Unified Salary Scale	Appointments - Middle School	Lynnhaven	8/5/2019	Christopher W Crews	Technology Support Technician	Not Applicable	Not Applicable
Assigned to Unified Salary Scale	Appointments - Middle School	Lynnhaven	8/19/2019	Igmedio M Gamao	Custodian I	Not Applicable	Not Applicable
Assigned to Unified Salary Scale	Appointments - Middle School	Lynnhaven	8/22/2019	Shavonda D Hazel-Hicks	Security Assistant	Not Applicable	Not Applicable
Assigned to Unified Salary Scale	Appointments - Middle School	Lynnhaven	8/22/2019	William L Mosley	Security Assistant	Not Applicable	Not Applicable
Assigned to Unified Salary Scale	Appointments - Middle School	Plaza	8/22/2019	Margaret R White	Security Assistant	Not Applicable	Not Applicable
Assigned to Unified Salary Scale	Appointments - Middle School	Plaza	8/27/2019	Lisa D Arici	ISS Coordinator	Not Applicable	Not Applicable
Assigned to Unified Salary Scale	Appointments - Middle School	Plaza	8/27/2019	Laurie C Scott	Special Education Assistant	Not Applicable	Not Applicable
Assigned to Unified Salary Scale	Appointments - Middle School	Plaza	8/27/2019	Liam A Shaw	Special Education Assistant	Not Applicable	Not Applicable
Assigned to Unified Salary Scale	Appointments - Middle School	Princess Anne	8/27/2019	Sara M Wilder	Special Education Assistant	Not Applicable	Not Applicable
Assigned to Unified Salary Scale	Appointments - High School	Bayside	8/16/2019	Anneliese B Elliott	School Office Associate II	Norfolk State University, VA	Not Applicable
Assigned to Unified Salary Scale	Appointments - High School	Cox	8/1/2019	Mary Morgan	Bookkeeper	Ashford University, CA	Not Applicable
Assigned to Unified Salary Scale	Appointments - High School	Green Run	8/27/2019	Britney N Ladson	Special Education Assistant	Not Applicable	Not Applicable
Assigned to Unified Salary Scale	Appointments - High School	Green Run	9/3/2019	Bonnie L Huss	School Office Associate II	Defense Language Institute, CA	Not Applicable
Assigned to Unified Salary Scale	Appointments - High School	Kempsville	8/27/2019	Dawn R Everix	Special Education Assistant	Not Applicable	Not Applicable
Assigned to Unified Salary Scale	Appointments - High School	Kempsville	8/27/2019	Culver H Lamb	Special Education Assistant	Old Dominion University, VA	Not Applicable
Assigned to Unified Salary Scale	Appointments - High School	Kempsville	8/27/2019	Darren A Sanderlin	ISS Coordinator	Not Applicable	Norfolk Public Schools, VA
Assigned to Unified Salary Scale	Appointments - High School	Landstown	8/27/2019	Amanda W Cote	Special Education Assistant	Tidewater Community College, VA	Not Applicable
Assigned to Unified Salary Scale	Appointments - High School	Princess Anne	8/12/2019	Kendra M Bailey	Clinic Assistant	Bryant & Stratton Col Va Beach, VA	Not Applicable
Assigned to Unified Salary Scale	Appointments - High School	Princess Anne	8/19/2019	Christina Hargis	School Office Associate II	Radford University, VA	Not Applicable
Assigned to Unified Salary Scale	Appointments - High School	Princess Anne	8/27/2019	Lourdes Y Abad-Poore	Special Education Assistant	Old Dominion University, VA	Not Applicable

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Assigned to Unified Salary Scale	Appointments - High School	Princess Anne	8/27/2019	Heidi L Lagemann	Special Education Assistant	Not Applicable	Not Applicable
Assigned to Unified Salary Scale	Appointments - High School	Renaissance Academy	8/22/2019	Keshavna M McCall	Security Assistant	Not Applicable	Not Applicable
Assigned to Unified Salary Scale	Appointments - High School	Salem	8/19/2019	Chelisa A Jackson	Student Support Specialist	Ashford University, CA	Not Applicable
Assigned to Unified Salary Scale	Appointments - High School	Tallwood	8/14/2019	Billy E Gibson	Custodian III, Head Night	Not Applicable	Not Applicable
Assigned to Unified Salary Scale	Appointments - Miscellaneous	Office of Food Services	8/8/2019	Tristica D Canady	Culinary Development Chef Assistant	Not Applicable	Not Applicable
Assigned to Unified Salary Scale	Appointments - Miscellaneous	Office of Food Services	8/8/2019	Cedric Jackson	Culinary Development Chef Assistant	Not Applicable	Not Applicable
Assigned to Unified Salary Scale	Appointments - Miscellaneous	Office of Food Services	8/16/2019	Melissa A Craig	Cafeteria Manager in Training, .750	Not Applicable	Not Applicable
Assigned to Unified Salary Scale	Appointments - Miscellaneous	Office of Food Services	8/16/2019	Jennifer E Olson	Cafeteria Manager in Training, .750	Not Applicable	Not Applicable
Assigned to Unified Salary Scale	Appointments - Miscellaneous	Office of Food Services	8/16/2019	Genie M Sanders	Cafeteria Manager in Training, .750	Not Applicable	Not Applicable
Assigned to Unified Salary Scale	Appointments - Miscellaneous	Office of Food Services	8/16/2019	Lawanda M Smith	Cafeteria Manager in Training, .750	Not Applicable	Not Applicable
Assigned to Unified Salary Scale	Appointments - Miscellaneous	Office of Food Services	8/16/2019	Jana Zang	Cafeteria Manager in Training, .750	Not Applicable	Not Applicable
Assigned to Unified Salary Scale	Appointments - Miscellaneous	Office of Food Services	8/19/2019	Fadia Dumont-Mason	Culinary Development Chef Assistant	Not Applicable	Not Applicable
Assigned to Unified Salary Scale	Appointments - Miscellaneous	Office of Food Services	8/19/2019	Maritza G Rodriguez-Brown	Culinary Development Chef Assistant	Not Applicable	Not Applicable
Assigned to Unified Salary Scale	Appointments - Miscellaneous	Office of Food Services	8/20/2019	Barry Smith	Culinary Development Chef Assistant	Not Applicable	Not Applicable
Assigned to Unified Salary Scale	Appointments - Miscellaneous	Office of Maintenance Services	8/1/2019	James E Gordon	Boiler Specialist	Not Applicable	Colonial Webb, VA
Assigned to Unified Salary Scale	Appointments - Miscellaneous	Office of Maintenance Services	8/26/2019	Trevor McPhail-Vuono	Energy Manager	Auburn University Montgomery, AL	Not Applicable
Assigned to Unified Salary Scale	Appointments - Miscellaneous	Office of Programs for Exceptional Children	8/27/2019	Patricia I Argueta	Special Education Assistant	Not Applicable	Not Applicable
Assigned to Unified Salary Scale	Appointments - Miscellaneous	Office of Student Support Services	7/30/2019	Robert C Olberding	Behavior Intervention Specialist	Regent University, VA	Not Applicable
Assigned to Unified Salary Scale	Appointments - Miscellaneous	Office of Student Support Services	8/5/2019	Dayla A Brown	Positive Behavioral Interventions and Supports Specialist	Regent University, VA	DE Lasalle Academy, NY
Assigned to Unified Salary Scale	Appointments - Miscellaneous	Office of Student Support Services	8/16/2019	Rebecca M Boyd	Psychologist	Towson University, MD	Not Applicable
Assigned to Unified Salary Scale	Appointments - Miscellaneous	Office of Student Support Services	8/16/2019	Kelsey M Jeffreys	Behavior Intervention Specialist	George Mason University, VA	Not Applicable
Assigned to Unified Salary Scale	Appointments - Miscellaneous	Office of Student Support Services	8/27/2019	Kiana Y Barnes	General Assistant	Strayer University, DC	Not Applicable
Assigned to Unified Salary Scale	Appointments - Miscellaneous	Office of Transportation and Fleet Management Services	8/8/2019	Benjamin E Vickers	Fleet Technician III	Not Applicable	Southside Tire, VA
Assigned to Unified Salary Scale	Appointments - Miscellaneous	Office of Transportation and Fleet Management Services	8/28/2019	Pamela G Phippen	Bus Assistant, .625	Not Applicable	Not Applicable
Assigned to Unified Salary Scale	Resignations - Elementary School	Glenwood	8/9/2019	Samantha Grimes	Technology Support Technician (relocation)	Not Applicable	Not Applicable
Assigned to Unified Salary Scale	Resignations - Elementary School	Landstown	6/30/2019	Angela Wisener	Kindergarten Assistant (personal reasons)	Not Applicable	Not Applicable
Assigned to Unified Salary Scale	Resignations - Elementary School	Ocean Lakes	6/30/2019	Edward J Cutrera	Kindergarten Assistant (career enhancement opportunity)	Not Applicable	Not Applicable
Assigned to Unified Salary Scale	Resignations - Elementary School	Princess Anne	6/30/2019	Melissa Elrod	Physical Education Assistant (family)	Not Applicable	Not Applicable
Assigned to Unified Salary Scale	Resignations - Middle School	Larkspur	6/30/2019	Anthony J Jordan-Christman	Security Assistant (relocation)	Not Applicable	Not Applicable
Assigned to Unified Salary Scale	Resignations - Middle School	Lynnhaven	8/20/2019	Donnell L Corprew	Custodian I (job abandonment)	Not Applicable	Not Applicable
Assigned to Unified Salary Scale	Resignations - Middle School	Salem	8/19/2019	Malcolm A Washington	Technology Support Technician (relocation)	Not Applicable	Not Applicable
Assigned to Unified Salary Scale	Resignations - High School	Cox	8/15/2019	Ana Cingel	Assistant Principal (relocation)	Not Applicable	Not Applicable
Assigned to Unified Salary Scale	Resignations - High School	First Colonial	8/23/2019	Martha Z Avila	Custodian I (career enhancement opportunity)	Not Applicable	Not Applicable
Assigned to Unified Salary Scale	Resignations - High School	Landstown	6/30/2019	Isaiah R Hunter	ISS Coordinator (career enhancement opportunity)	Not Applicable	Not Applicable
Assigned to Unified Salary Scale	Resignations - High School	Landstown	6/30/2019	Wilbur G Ladson	Special Education Assistant (career enhancement opportunity)	Not Applicable	Not Applicable
Assigned to Unified Salary Scale	Resignations - High School	Salem	6/30/2019	Demetrious T Nicholson	Student Support Specialist (transfer of spouse)	Not Applicable	Not Applicable
Assigned to Unified Salary Scale	Resignations - Miscellaneous	Office of Food Services	6/30/2019	Sean J Kuchman	Cook (career enhancement opportunity)	Not Applicable	Not Applicable
Assigned to Unified Salary Scale	Resignations - Miscellaneous	Office of Transportation and Fleet Management Services	6/30/2019	Julie S Ghassab	Bus Driver - Special Ed, .625 (career enhancement opportunity)	Not Applicable	Not Applicable
Assigned to Unified Salary Scale	Resignations - Miscellaneous	Office of Transportation and Fleet Management Services	7/31/2019	Gavin R Page	Not Applicable	Not Applicable	Not Applicable
Assigned to Unified Salary Scale	Resignations - Miscellaneous	Office of Transportation and Fleet Management Services	8/1/2019	Charles G Colon	Bus Driver (temporary employment agreement expired)	Not Applicable	Not Applicable
Assigned to Unified Salary Scale	Resignations - Miscellaneous	Office of Transportation and Fleet Management Services	8/1/2019	Tishia Harrison	Bus Assistant, .625 (temporary employment agreement expired)	Not Applicable	Not Applicable
Assigned to Unified Salary Scale	Retirements - Elementary School	Arrowhead	6/30/2019	Susan Brewington	Library/Media Assistant	Not Applicable	Not Applicable
Assigned to Unified Salary Scale	Retirements - Elementary School	Green Run	6/30/2019	Sandra M Lebo	Library/Media Assistant	Not Applicable	Not Applicable
Assigned to Unified Salary Scale	Retirements - Elementary School	Green Run	6/30/2019	Carolyn V Poteat	Special Education Assistant	Not Applicable	Not Applicable
Assigned to Unified Salary Scale	Retirements - Elementary School	Ocean Lakes	6/30/2019	Belindalee T Schoephoerster	Special Education Assistant	Not Applicable	Not Applicable
Assigned to Unified Salary Scale	Retirements - Elementary School	Seatack	6/30/2019	Teresa L Maurice	Title I Assistant	Not Applicable	Not Applicable
Assigned to Unified Salary Scale	Retirements - High School	Adult Learning Center	8/16/2019	John T Parkman	Director Adult Learning Center	Not Applicable	Not Applicable
Assigned to Unified Salary Scale	Retirements - Miscellaneous	Office of Custodial Services	9/30/2019	Carlton R Baker	General Maintenance Craftsman II	Not Applicable	Not Applicable
Assigned to Unified Salary Scale	Other Employment Actions - Elementary School	Holland	6/30/2019	Jacqueline A McPherson	School Office Associate II	Not Applicable	Not Applicable
Assigned to Instructional Salary Scale	Appointments - Elementary School	Alanton	8/22/2019	JamieLouise D Stinson	First Grade Teacher	St Joseph's College, ME	Not Applicable
Assigned to Instructional Salary Scale	Appointments - Elementary School	Arrowhead	8/22/2019	Danielle McGovern	School Counselor	Not Applicable	Not Applicable
Assigned to Instructional Salary Scale	Appointments - Elementary School	Bayside	8/22/2019	Amira Makky	Title I Resource Teacher	Old Dominion University, VA	Norfolk Public Schools, VA
Assigned to Instructional Salary Scale	Appointments - Elementary School	Bayside	8/22/2019	Emily J Mitchell	Pre-Kindergarten Teacher	Eastern Illinois University, IL	VBCPS
Assigned to Instructional Salary Scale	Appointments - Elementary School	Bayside	8/22/2019	Lauren L Pannell	Third Grade Teacher	University of South Florida, FL	Hillsborough County PS, FL
Assigned to Instructional Salary Scale	Appointments - Elementary School	Bayside	8/22/2019	Rebecca L Spruill	English Language Learner	Columbia International Univ, SC	VBCPS
Assigned to Instructional Salary Scale	Appointments - Elementary School	Bettie F. Williams	8/22/2019	Kristin B Stock	School Counselor, .500	Old Dominion University, VA	Not Applicable
Assigned to Instructional Salary Scale	Appointments - Elementary School	Birdneck	8/22/2019	Maria M Hartman	Special Education Teacher	Norfolk State University, VA	Norfolk Public Schools, VA
Assigned to Instructional Salary Scale	Appointments - Elementary School	Birdneck	8/22/2019	Tara W Mesing	Pre-Kindergarten Teacher	Old Dominion University, VA	VBCPS
Assigned to Instructional Salary Scale	Appointments - Elementary School	Birdneck	8/22/2019	Hannah G Wright	Third Grade Teacher	Appalachian Bible College, WI	Kanawha County Schools, WV
Assigned to Instructional Salary Scale	Appointments - Elementary School	Brookwood	8/22/2019	Stacy L Logan	Kindergarten Teacher	Liberty University, VA	Norfolk Public Schools, VA
Assigned to Instructional Salary Scale	Appointments - Elementary School	Brookwood	8/22/2019	Jacqueline K Moody	Special Education Teacher	University of Delaware, DE	Queen City Academy, NJ
Assigned to Instructional Salary Scale	Appointments - Elementary School	Brookwood	8/22/2019	Mary H Reuss	Second Grade Teacher	James Madison University, VA	Culpeper County Schools, VA
Assigned to Instructional Salary Scale	Appointments - Elementary School	Christopher Farms	8/22/2019	Ana Couce Armada	Fifth Grade Teacher	Old Dominion University, VA	Not Applicable
Assigned to Instructional Salary Scale	Appointments - Elementary School	Christopher Farms	8/22/2019	Adriana Cubillos-Greer	Second Grade Teacher	Cal State Univ Los Angeles, CA	Not Applicable
Assigned to Instructional Salary Scale	Appointments - Elementary School	College Park	8/22/2019	Claire W Daugherty	Second Grade Teacher	Old Dominion University, VA	Not Applicable
Assigned to Instructional Salary Scale	Appointments - Elementary School	College Park	8/22/2019	Katelyn E Lambert	Third Grade Teacher	Radford University, VA	Not Applicable
Assigned to Instructional Salary Scale	Appointments - Elementary School	Corporate Landing	8/22/2019	Terry A Lyle	Special Education Teacher	Old Dominion University, VA	SECEP, VA
Assigned to Instructional Salary Scale	Appointments - Elementary School	Corporate Landing	8/22/2019	Analiесе Smith	Reading Specialist	Grand Canyon University, AZ	Quingdao International School, CN
Assigned to Instructional Salary Scale	Appointments - Elementary School	Diamond Springs	8/22/2019	Jasmine S Wilson	School Counselor	Norfolk State University, VA	Not Applicable
Assigned to Instructional Salary Scale	Appointments - Elementary School	Hermitage	8/22/2019	Anna G Clark	Special Education Teacher	Texas A&M Corpus Christie, TX	Lamar Consolidated ISD, TX
Assigned to Instructional Salary Scale	Appointments - Elementary School	Hermitage	8/22/2019	Sierra M Cook	Fourth Grade Teacher	Florida State University, FL	Not Applicable
Assigned to Instructional Salary Scale	Appointments - Elementary School	Hermitage	8/22/2019	Melissa S Corney	Second Grade Teacher	James Madison University, VA	Not Applicable
Assigned to Instructional Salary Scale	Appointments - Elementary School	Hermitage	8/22/2019	Bridget Looney	Special Education Teacher	Old Dominion University, VA	Not Applicable

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Assigned to Instructional Salary Scale	Appointments - Elementary School	Hermitage	8/22/2019	Susan E Puckett	Special Education Teacher	Pace University New York, NY	NYC Dept of Education, NY
Assigned to Instructional Salary Scale	Appointments - Elementary School	Holland	8/22/2019	Carlene Martin	Kindergarten Teacher	Old Dominion University, VA	Not Applicable
Assigned to Instructional Salary Scale	Appointments - Elementary School	Indian Lakes	8/22/2019	Mary Nazareno	Third Grade Teacher	University of Virginia, VA	Not Applicable
Assigned to Instructional Salary Scale	Appointments - Elementary School	Indian Lakes	8/22/2019	Rachel E Oda	Third Grade Teacher	Rhode Island College, RI	Not Applicable
Assigned to Instructional Salary Scale	Appointments - Elementary School	Indian Lakes	8/22/2019	Jessica E Reynolds	Art Teacher	Virginia Wesleyan College, VA	Oaktree Academy, VA
Assigned to Instructional Salary Scale	Appointments - Elementary School	Indian Lakes	8/22/2019	Ashley S Warren	Kindergarten Teacher	James Madison University, VA	Not Applicable
Assigned to Instructional Salary Scale	Appointments - Elementary School	Kempsville Meadows	8/22/2019	Samantha P Clover	School Counselor, .400	Old Dominion University, VA	Not Applicable
Assigned to Instructional Salary Scale	Appointments - Elementary School	King's Grant	8/22/2019	Patrick M Dieter	Fifth Grade Teacher	East Stroudsburg Univ of Penns, PA	Fluvanna Public Schools, VA
Assigned to Instructional Salary Scale	Appointments - Elementary School	Landstown	8/22/2019	Leah Guthrie	School Counselor	Old Dominion University, VA	Not Applicable
Assigned to Instructional Salary Scale	Appointments - Elementary School	Luxford	8/22/2019	Claye C Chester	Second Grade Teacher	Flagler College, FL	Not Applicable
Assigned to Instructional Salary Scale	Appointments - Elementary School	Luxford	8/22/2019	Makayla J Fallejo	Kindergarten Teacher	Longwood University, VA	Not Applicable
Assigned to Instructional Salary Scale	Appointments - Elementary School	Luxford	8/22/2019	Nicole A SantaLucia	School Counselor	Virginia Tech, VA	Not Applicable
Assigned to Instructional Salary Scale	Appointments - Elementary School	Luxford	8/22/2019	Darcy L Sweeney	Third Grade Teacher	Western Governors University, UT	Suffolk Public Schools, VA
Assigned to Instructional Salary Scale	Appointments - Elementary School	Luxford	8/22/2019	Megan Tate	First Grade Teacher	University of Miami, FL	Not Applicable
Assigned to Instructional Salary Scale	Appointments - Elementary School	Lynnhaven	8/22/2019	Amanda D Fernandez	Kindergarten Teacher	Radford University, VA	VBCPS
Assigned to Instructional Salary Scale	Appointments - Elementary School	Lynnhaven	8/22/2019	Janeen A Hamilton	Second Grade Teacher	Millersville Univ Pennsylvania, PA	VBCPS
Assigned to Instructional Salary Scale	Appointments - Elementary School	Newtown	8/22/2019	Karla L Danford	Third Grade Teacher	Southern Ill Univ Edwardsville, IL	Central Kitsap School District, WA
Assigned to Instructional Salary Scale	Appointments - Elementary School	Newtown	8/22/2019	Kelley A Lester	Special Education Teacher	Old Dominion University, VA	Not Applicable
Assigned to Instructional Salary Scale	Appointments - Elementary School	Ocean Lakes	8/22/2019	Hannah K Jung	Third Grade Teacher	Davidson College, NC	Not Applicable
Assigned to Instructional Salary Scale	Appointments - Elementary School	Ocean Lakes	8/22/2019	James McGowan	Second Grade Teacher	Slippery Rock University, PA	Military Service
Assigned to Instructional Salary Scale	Appointments - Elementary School	Parkway	8/22/2019	Alonna P Artis	School Counselor	Virginia Commonwealth Univ, VA	Not Applicable
Assigned to Instructional Salary Scale	Appointments - Elementary School	Pembroke	8/22/2019	Meredith L Bronder	Special Education Teacher	Old Dominion University, VA	Not Applicable
Assigned to Instructional Salary Scale	Appointments - Elementary School	Pembroke	8/22/2019	Deborah M Dowdy	First Grade Teacher	Old Dominion University, VA	Norfolk Public Schools, VA
Assigned to Instructional Salary Scale	Appointments - Elementary School	Pembroke Meadows	8/22/2019	Kayla M Bogulski	First Grade Teacher	University Northern Colorado, CO	Cherry Creek School District, CO
Assigned to Instructional Salary Scale	Appointments - Elementary School	Pembroke Meadows	8/22/2019	Leyla M Chafin	School Counselor	Eastern College, PA	Not Applicable
Assigned to Instructional Salary Scale	Appointments - Elementary School	Point O'View	8/22/2019	Ashley F Neronski	Fifth Grade Teacher	Univ North Carolina Charlotte, NC	Not Applicable
Assigned to Instructional Salary Scale	Appointments - Elementary School	Point O'View	8/22/2019	Robert H Orton	Special Education Teacher	Norfolk State University, VA	Not Applicable
Assigned to Instructional Salary Scale	Appointments - Elementary School	Princess Anne	8/22/2019	Amanda L Barrett	Special Education Teacher	Western Governors University, UT	Not Applicable
Assigned to Instructional Salary Scale	Appointments - Elementary School	Princess Anne	8/22/2019	Herbert A Tax Jr	Music/Vocal Teacher	George Mason University, VA	Military Service
Assigned to Instructional Salary Scale	Appointments - Elementary School	Providence	8/22/2019	Heather S Acevedo	Kindergarten Teacher	University of Phoenix, AZ	VBCPS
Assigned to Instructional Salary Scale	Appointments - Elementary School	Rosemont	8/22/2019	Sylvia B Diaz-Bowman	School Counselor	Tarleton State University, TX	Not Applicable
Assigned to Instructional Salary Scale	Appointments - Elementary School	Seatack	8/22/2019	Leasha M Forbes	Special Education Teacher	Texas A&M Corpus Christie, TX	Not Applicable
Assigned to Instructional Salary Scale	Appointments - Elementary School	Shelton Park	8/22/2019	Candice A Tuosto	Third Grade Teacher	University of Calif Riverside, CA	Not Applicable
Assigned to Instructional Salary Scale	Appointments - Elemental School	Strawbridge	8/22/2019	Amanda C Van Wagenen	Music/Instrumental Teacher	University of Miami, FL	Dayton Public Schools, OH
Assigned to Instructional Salary Scale	Appointments - Elementary School	Tallwood	8/22/2019	Justin G Brown	Music/Instrumental Teacher	Virginia Commonwealth Univ, VA	Charles City County PS, VA
Assigned to Instructional Salary Scale	Appointments - Elementary School	Tallwood	8/22/2019	Jennifer Hendrix	Fifth Grade Teacher	Texas A&M Corpus Christie, TX	Not Applicable
Assigned to Instructional Salary Scale	Appointments - Elementary School	Thalia	8/22/2019	Jennica R Serra	Music/Vocal Teacher	Gordon College, MA	West Hartford Public Schools, CT
Assigned to Instructional Salary Scale	Appointments - Elementary School	Thoroughgood	8/22/2019	Heather L Ferri	Special Education Teacher	St Josephs College Brooklyn, NY	Not Applicable
Assigned to Instructional Salary Scale	Appointments - Elementary School	Trantwood	8/22/2019	Patricia Gray	Third Grade Teacher	Lesley College, MA	Pinewood Preparatory School, SC
Assigned to Instructional Salary Scale	Appointments - Elementary School	Trantwood	8/22/2019	Parthena Savides	Fourth Grade Teacher	Old Dominion University, VA	Portsmouth Public Schools, VA
Assigned to Instructional Salary Scale	Appointments - Elementary School	White Oaks	8/22/2019	Blayse M Halvorsen	Fifth Grade Teacher	St Johns University, NY	Not Applicable
Assigned to Instructional Salary Scale	Appointments - Elementary School	White Oaks	8/22/2019	Timothy Krajewski	Fifth Grade Teacher	University of Delaware, DE	Not Applicable
Assigned to Instructional Salary Scale	Appointments - Elementary School	Windsor Oaks	8/22/2019	Lindsey D Lough	Third Grade Teacher	Marshall University, WV	Not Applicable
Assigned to Instructional Salary Scale	Appointments - Elementary School	Windsor Oaks	8/27/2019	Shannon E Monroe	Art Teacher, .200	College of William and Mary, VA	Not Applicable
Assigned to Instructional Salary Scale	Appointments - Middle School	Bayside	8/22/2019	Gregory M Foley	Health & Physical Education Teacher	Christopher Newport University, VA	Not Applicable
Assigned to Instructional Salary Scale	Appointments - Middle School	Bayside	8/22/2019	Jack M Messick	Eighth Grade Teacher	Old Dominion University, VA	Not Applicable
Assigned to Instructional Salary Scale	Appointments - Middle School	Bayside Sixth Grade Campus	8/22/2019	Sherett J Hawkins	Sixth Grade Teacher, .500	Western Governors University, UT	Not Applicable
Assigned to Instructional Salary Scale	Appointments - Middle School	Bayside Sixth Grade Campus	8/22/2019	Kathleen Lockwood	Sixth Grade Teacher	Old Dominion University, VA	Not Applicable
Assigned to Instructional Salary Scale	Appointments - Middle School	Bayside Sixth Grade Campus	8/22/2019	Rose M Pompey	Sixth Grade Teacher	Michigan State University, MI	Not Applicable
Assigned to Instructional Salary Scale	Appointments - Middle School	Bayside Sixth Grade Campus	8/22/2019	Sherri L Williams	Sixth Grade Teacher	Concordia University, OR	Not Applicable
Assigned to Instructional Salary Scale	Appointments - Middle School	Brandon	8/22/2019	Ellen R Fulton	Seventh Grade Teacher	Regent University, VA	Not Applicable
Assigned to Instructional Salary Scale	Appointments - Middle School	Brandon	8/22/2019	Caitlin C Hansen	Seventh Grade Teacher	Virginia Wesleyan College, VA	Not Applicable
Assigned to Instructional Salary Scale	Appointments - Middle School	Brandon	8/22/2019	Edwin Herrera	Health & Physical Education Teacher	East Stroudsburg Univ of Penns, PA	Not Applicable
Assigned to Instructional Salary Scale	Appointments - Middle School	Corporate Landing	8/22/2019	Kristine R Mitchell	Sixth Grade Teacher	Southeastern Illinois College, IL	Not Applicable
Assigned to Instructional Salary Scale	Appointments - Middle School	Corporate Landing	8/22/2019	Shayna F Zack	Special Education Teacher	Penn State University, PA	Not Applicable
Assigned to Instructional Salary Scale	Appointments - Middle School	Great Neck	8/22/2019	Ivonne M Otero	Spanish Teacher	University of Puerto Rico, PR	Not Applicable
Assigned to Instructional Salary Scale	Appointments - Middle School	Independence	8/22/2019	Colby J Hawkins	Sixth Grade Teacher	Endicott College, MA	Not Applicable
Assigned to Instructional Salary Scale	Appointments - Middle School	Independence	8/22/2019	Kalyn T Jerman	Special Education Teacher	Not Applicable	Not Applicable
Assigned to Instructional Salary Scale	Appointments - Middle School	Independence	8/22/2019	Courtney C West	Sixth Grade Teacher	College of William and Mary, VA	Star of the Sea, VA
Assigned to Instructional Salary Scale	Appointments - Middle School	Landstown	8/22/2019	Stephanie M Nader	Radford Grade Teacher	Radford University, VA	Not Applicable
Assigned to Instructional Salary Scale	Appointments - Middle School	Landstown	8/22/2019	Rachel E Storer	Seventh Grade Teacher	College of Saint Mary, NE	VBCPS
Assigned to Instructional Salary Scale	Appointments - Middle School	Landstown	8/22/2019	Rodney F White	Seventh Grade Teacher, .250	Virginia Commonwealth Univ, VA	VBCPS
Assigned to Instructional Salary Scale	Appointments - Middle School	Larkspur	8/22/2019	Marie A Fiorentino	Eighth Grade Teacher	North Georgia College, GA	Fulton County PS, GA
Assigned to Instructional Salary Scale	Appointments - Middle School	Larkspur	8/22/2019	Jenny L Turney	Sixth Grade Teacher	Old Dominion University, VA	US Navy
Assigned to Instructional Salary Scale	Appointments - Middle School	Larkspur	8/22/2019	Benjamin Z Woodworth	Seventh Grade Teacher	Rhodes College, TN	US Marine Corps
Assigned to Instructional Salary Scale	Appointments - Middle School	Princess Anne	8/22/2019	Cheritta Pridgen	Spanish Teacher	Univ North Carolina Charlotte, NC	Not Applicable
Assigned to Instructional Salary Scale	Appointments - Middle School	Virginia Beach	8/22/2019	Rachel W Ahrenberg	Seventh Grade Teacher	Edinboro University, PA	Not Applicable
Assigned to Instructional Salary Scale	Appointments - High School	Bayside	8/22/2019	Kayla M Centaure	Music/Vocal Teacher	Not Applicable	Not Applicable
Assigned to Instructional Salary Scale	Appointments - High School	Bayside	8/22/2019	Kristin H Kain-Kuzniewski	Science Teacher	Texas A & M Galveston, TX	Not Applicable
Assigned to Instructional Salary Scale	Appointments - High School	Bayside	8/22/2019	Blaire T McCoy	Science Teacher	Old Dominion University, VA	Not Applicable
Assigned to Instructional Salary Scale	Appointments - High School	Bayside	8/22/2019	Elizabeth J Wilson	Mathematics Teacher, .600	Virginia Wesleyan College, VA	Not Applicable
Assigned to Instructional Salary Scale	Appointments - High School	Cox	8/22/2019	Ross P Cardwell	Special Education Teacher	Norfolk State University, VA	Not Applicable
Assigned to Instructional Salary Scale	Appointments - High School	Cox	8/22/2019	Christopher Faries	Mathematics Teacher	McDaniel College, MD	Howard County Public Schools, MD

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Assigned to Instructional Salary Scale	Appointments - High School	Cox	8/22/2019	Nicole A Fratrik	Mathematics Teacher	University of Virginia, VA	Fairfax County PS, VA
Assigned to Instructional Salary Scale	Appointments - High School	First Colonial	8/22/2019	Ernestine Backus	Science Teacher, .800	Mercer University Macon, GA	Norfolk Public Schools, VA
Assigned to Instructional Salary Scale	Appointments - High School	First Colonial	8/22/2019	Diana Kuehndel	German Teacher, .200	Institute of Foreign Credential Services, Inc., ZZ	Not Applicable
Assigned to Instructional Salary Scale	Appointments - High School	Green Run	8/22/2019	Vasili Giannoutos	Technology Education Teacher	Full Sail University, FL	Not Applicable
Assigned to Instructional Salary Scale	Appointments - High School	Green Run Collegiate	8/22/2019	Kenneth J Fabian	Science Teacher, .400	SUNY Buffalo, NY	Not Applicable
Assigned to Instructional Salary Scale	Appointments - High School	Kempsville	8/1/2019	Allison L Heischober	Instructional Technology Specialist	James Madison University, VA	Not Applicable
Assigned to Instructional Salary Scale	Appointments - High School	Kempsville	8/22/2019	Rachel L Pritchett	German Teacher	Not Applicable	Not Applicable
Assigned to Instructional Salary Scale	Appointments - High School	Landstown	8/22/2019	Hannah B Jones	Art Teacher	Old Dominion University, VA	Not Applicable
Assigned to Instructional Salary Scale	Appointments - High School	Landstown	8/22/2019	Caitlin McCormick	English Teacher, .600	Old Dominion University, VA	Not Applicable
Assigned to Instructional Salary Scale	Appointments - High School	Ocean Lakes	8/22/2019	Mindy L Carbonneau	Science Teacher	Lesley College, MA	Not Applicable
Assigned to Instructional Salary Scale	Appointments - High School	Ocean Lakes	8/22/2019	Tyler J Tully	Social Studies Teacher	James Madison University, VA	Not Applicable
Assigned to Instructional Salary Scale	Appointments - High School	Princess Anne	8/22/2019	Erin A Grigsby	Social Studies Teacher	Georgia State University, GA	McDuffie Co School District, VA
Assigned to Instructional Salary Scale	Appointments - High School	Princess Anne	8/22/2019	Anna K Houtwed	Special Education Teacher	Old Dominion University, VA	Not Applicable
Assigned to Instructional Salary Scale	Appointments - High School	Princess Anne	8/22/2019	Sarah M Lubert	Art Teacher	Virginia Commonwealth Univ, VA	Not Applicable
Assigned to Instructional Salary Scale	Appointments - High School	Princess Anne	8/22/2019	Hunter L Ott	Science Teacher, .600	Old Dominion University, VA	Not Applicable
Assigned to Instructional Salary Scale	Appointments - High School	Renaissance Academy	8/22/2019	Melanie M Blakely	English Teacher	Strayer University, DC	Not Applicable
Assigned to Instructional Salary Scale	Appointments - High School	Renaissance Academy	8/22/2019	Christen B Chavis	Health & Physical Education Teacher	Old Dominion University, VA	Not Applicable
Assigned to Instructional Salary Scale	Appointments - High School	Renaissance Academy	8/22/2019	Michael L Deatherage	English Teacher	Northcentral University, AZ	USMC, VA
Assigned to Instructional Salary Scale	Appointments - High School	Renaissance Academy	8/22/2019	Jeffrey S Hampton	Seventh Grade Teacher	Old Dominion University, VA	Not Applicable
Assigned to Instructional Salary Scale	Appointments - High School	Renaissance Academy	8/22/2019	Jason E Snow	Science Teacher	Christopher Newport University, VA	Not Applicable
Assigned to Instructional Salary Scale	Appointments - High School	Salem	8/22/2019	Billie S Wofford	English Teacher	Old Dominion University, VA	Suffolk Public Schools, VA
Assigned to Instructional Salary Scale	Appointments - Miscellaneous	Office of Programs for Exceptional Children	8/22/2019	Myrelsa J Lopez	Speech/Language Pathologist	Not Applicable	Not Applicable
Assigned to Instructional Salary Scale	Appointments - Miscellaneous	Office of Programs for Exceptional Children	8/22/2019	Caroline G Walker	Speech/Language Pathologist, .600	University of Nevada Reno, NV	LA Unified School District, CA
Assigned to Instructional Salary Scale	Appointments - Miscellaneous	Office of Programs for Exceptional Children	8/22/2019	Rebecca E Yon	Hearing Impairment Teacher	College of William and Mary, VA	VBCPS
Assigned to Instructional Salary Scale	Resignations - Elementary School	Rosemont Forest	6/30/2019	Kristina P Russell	Third Grade Teacher (transfer of spouse)	Not Applicable	Not Applicable
Assigned to Instructional Salary Scale	Resignations - Elementary School	Strawbridge	8/27/2019	Carol A Reinagel	Fifth Grade Teacher (personal reasons)	Not Applicable	Not Applicable
Assigned to Instructional Salary Scale	Resignations - Middle School	Larkspur	6/30/2019	Brandi R Crossman	Sixth Grade Teacher (family)	Not Applicable	Not Applicable
Assigned to Instructional Salary Scale	Resignations - Middle School	Larkspur	7/30/2019	Wendy W Ward	Seventh Grade Teacher (death)	Not Applicable	Not Applicable
Assigned to Instructional Salary Scale	Resignations - Middle School	Lynnhaven	6/30/2019	Sukiea Kakouche	Literacy Teacher (personal reasons)	Not Applicable	Not Applicable
Assigned to Instructional Salary Scale	Resignations - Middle School	Princess Anne	6/30/2019	Daniel L Lavallee	Special Education Teacher (career enhancement opportunity)	Not Applicable	Not Applicable
Assigned to Instructional Salary Scale	Resignations - Middle School	Virginia Beach	6/30/2019	Laura E Childers	Special Education Teacher (career enhancement opportunity)	Not Applicable	Not Applicable
Assigned to Instructional Salary Scale	Resignations - High School	Bayside	6/30/2019	Erin E Borrelli	Special Education Teacher (accepted a private sector job)	Not Applicable	Not Applicable
Assigned to Instructional Salary Scale	Resignations - High School	Ocean Lakes	6/30/2019	Ian J Tobey	Social Studies Teacher (personal reasons)	Not Applicable	Not Applicable
Assigned to Instructional Salary Scale	Retirements - High School	Cox	6/30/2019	Joy M Goss	Special Education Teacher	Not Applicable	Not Applicable
Assigned to Instructional Salary Scale	Retirements - High School	First Colonial	9/30/2019	Debbie T Hague	Social Studies Teacher	Not Applicable	Not Applicable
Assigned to Instructional Salary Scale	Retirements - High School	Ocean Lakes	6/30/2019	David R Lehan	Science Teacher	Not Applicable	Not Applicable
Assigned to Instructional Salary Scale	Retirements - Miscellaneous	Office of Programs for Exceptional Children	7/31/2019	Amy S Gresham	Program Compliance Support Teacher	Not Applicable	Not Applicable
Administrative	Appointments - Elementary School	Pembroke	8/28/2019	Katherine Simpson	Principal	Old Dominion University, VA	Not Applicable
Administrative	Appointments - High School	Cox	8/28/2019	Whitney N Szoke	Assistant Principal	University of Virginia, VA	Richmond Public Schools, VA
Administrative	Appointments - High School	Salem	8/28/2019	Leanea Turnbull	Principal	Old Dominion University, VA	Not Applicable





**Subject:** Program Evaluation Schedule for 2019-2020

**Item Number:** 13A

**Section:** Information

**Date:** August 27, 2019

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

**Prepared by:** Heidi L. Janicki, Ph.D., Director of Research and Evaluation  
Office of Planning, Innovation, and Accountability

**Presenter(s):** Lisa A. Banicky, Ph.D., Executive Director  
Office of Planning, Innovation, and Accountability

**Recommendation:**

That the School Board receive the schedule of program evaluations that will be completed by the Office of Planning, Innovation, and Accountability (PIA) during the 2019-2020 school year.

**Background Summary:**

The attached 2019-2020 Program Evaluation Schedule includes programs recommended for evaluation during the 2019-2020 school year based on School Board Policy 6-26. The following programs or initiatives were previously planned for evaluation during 2019-2020 and are included on the schedule: Digital Learning One-to-One initiative; Positive Behavioral Interventions and Supports; English as a Second Language Program; Student Response Teams; Schoology, the division's learning management system; and the Entrepreneurship and Business Academy.

**Source:**

School Board Policy 6-26

**Budget Impact:**



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

**Planning, Innovation, and Accountability  
Office of Research and Evaluation**

**2019-2020 Program Evaluation Schedule**

**2018-2019 Program Evaluation Schedule\***

<b>Program</b>	<b>Proposed Reporting Schedule</b>
Positive Behavioral Interventions and Supports (PBIS)	Fall 2019
An Achievable Dream Academy**	Fall 2019
LEAD Aspiring Administrators Program	Fall 2019
Student Response Teams (SRT)	Fall 2019
Schoology***	Fall 2019
School Counseling Program (K-12)	Winter 2019/2020
English as a Second Language Program (K-12)	Winter 2019/2020

**2019-2020 Program Evaluation Schedule**

**(Submitted for School Board approval in accordance with School Board Policy 6-26)**

<b>Program</b>	<b>Proposed Reporting Schedule</b>
Digital Learning One-to-One Initiative**	Fall 2020
Positive Behavioral Interventions and Supports (PBIS)	Fall 2020
English as a Second Language Program (K-12)	Fall 2020
Student Response Teams (SRT)	Fall 2020
Schoology***	Fall 2020
Entrepreneurship and Business Academy (EBA)***	Winter 2020/2021

\*Once evaluation results have been presented to the School Board, recommendations may include additional evaluations to be completed by the Office of Research and Evaluation (ORE) during the 2019-2020 school year.

\*\*An evaluation update was added to the Program Evaluation Schedule based on a School Board approved recommendation from a previous comprehensive evaluation.

\*\*\*Added to the Program Evaluation Schedule based on School Board Policy 6-26 which stipulates that new educational programs or initiatives that operate with local resources will be evaluated for a minimum of two years. Programs or initiatives that take more than two years to fully implement will also be evaluated during the year in which the program or initiative reaches full implementation.



**Subject:** Dental Plan Update **Item Number:** 13B

**Section:** Information **Date:** August 27, 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

**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.