



VIRGINIA BEACH CITY PUBLIC SCHOOLS
CHARTING THE COURSE

School Board Services

Beverly M. Anderson, Chair
At-Large

Daniel D. Edwards, Vice Chair
District 2 – Kempsville

Sharon R. Felton
District 6 – Beach

Dorothy M. Holtz
At-Large

Victoria C. Manning
At-Large

Joel A. McDonald
District 3 – Rose Hall

Ashley K. McLeod
At-Large

Kimberly A. Melnyk
District 7 – Princess Anne

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, December 5, 2017

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. Annual Recruitment, Staffing, Retention, and Compensation Update
 - C. Pre-Budget FY2018/19 Discussion
 - D. Facilities Update – Thoroughgood Elementary School
2. **Closed Meeting: Real Property**
3. **School Board Recess..... 5:30 p.m.**

FORMAL MEETING

4. **Call to Order and 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. Outstanding Educator Award
 - B. 2017 Economic Educator Award
7. **Superintendent’s Report**
8. **Public Hearing on FY2018/19 Schools Operating Budget and FY2018/2019 through FY2023/2024 Capital Improvement Program (CIP)**
Citizens are encouraged to sign up by noon the day of the meeting by contacting the Clerk at 263-1016 and shall be allocated 3 minutes each. If time does not permit all members of the public to speak at this time, an additional opportunity 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. **Hearing of Citizens and Delegations on Agenda Items**
The 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



VIRGINIA BEACH CITY PUBLIC SCHOOLS
CHARTING THE COURSE

School Board Regular Meeting Agenda (continued)

Tuesday, December 5, 2017

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263-1016 and shall be allocated 3 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.

10. Approval of Minutes: November 21, 2017 Regular Meeting

11. Adoption of the Agenda

12. Consent Agenda:

A. Textbook Adoptions:

1. Parenting and Child Development
2. Teen Living
3. Early Childhood Education
4. Intro to Childcare Occupations

B. Special Education Advisory Committee Extension of Current Appointments

C. Various Dominion Energy Easements

D. Policy Review Committee Recommendations:

1. Audit Charter and Related Policies
 - a. Policy 3-96 Office of Internal Audit and the Audit Committee
 - b. Policy 3-46 Audits/Audit Committee/Internal Audit Charter
2. Policy 2-48 Salaries and Compensation
3. Policy 4-43 Personnel Protection from Sexual Harassment **PULLED**
4. Policy 4-77 Bus Drivers/Driver Assistants
5. Policy 4-76 Teacher Assistants
6. Policy 4-75 Conditions of Employment
7. Policy 4-90 Substitute Employees
8. Policy 4-92 Summer School Teachers and Corresponding Regulation
9. Policy 4-93 Employment of Temporary and Part-Time Employees
10. Policy 4-94 Exchange Teachers
11. Policy 4-95 Census Agents
12. Policy 6-83 Private Educational Courses

13. Action Personnel Report / Administrative Appointments **UPDATED 12/8/2017**

14. Information

- A. Textbook Adoption: Advanced Placement (AP) Human Geography
- B. Disposition of School Board Owned Property



VIRGINIA BEACH CITY PUBLIC SCHOOLS
CHARTING THE COURSE

School Board Regular Meeting Agenda (continued)

Tuesday, December 5, 2017

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15. *Standing Committee Reports*

16. *Conclusion of Formal Meeting*

17. *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. All public comments shall meet the [School Board Bylaw 1-48](#) requirements for Decorum and Order.

18. *Recess into Workshop* (if needed)

19. *Closed Meeting* (as needed)

20. *Vote on Remaining Action Items*

21. *Adjournment*

***The next regular meeting of the School Board of the City of Virginia Beach is scheduled for
Tuesday, December 19, 2017***



Subject: Annual Recruitment, Staffing, Retention, and Compensation Update **Item Number:** 1B

Section: Workshop **Date:** December 5, 2017

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

Prepared by: Department of Human Resources

Presenter(s): Anne C. Glenn-Zeljeznjak, Judith R. Wood, John A. Mirra

Recommendation:

That the School Board receives an annual presentation on *Recruitment, Staffing, Retention, and Compensation*.

Background Summary:

To assist with strategic planning for the future, the Department of Human Resources presents an annual workshop on *Recruitment, Staffing, Retention, and Compensation* to the School Board. Strategies, statistics, and comparisons will be included in the presentation.

Source:

Budget Impact:



Subject: Pre-Budget FY 2018/19 Discussion **Item Number:** 1C

Section: School Board Workshop **Date:** December 5, 2017

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:

It is recommended that the School Board receive the information presented by Administration and review, ask questions, ask for clarification, and provide input regarding budget priorities that should be considered during the budget development process.

Background Summary:

Pre-Budget discussion to provide the School Board the opportunity to provide input to the Superintendent, CFO and Senior Staff regarding suggested budget priorities for FY 2018/19.

Source:

Information developed by Superintendent and Senior Staff

Budget Impact:

None



Subject: Facilities Update – Thoroughgood Elementary School **Item Number:** 1D

Section: Workshop **Date:** December 5, 2017

Senior Staff: Mr. Dale R. Holt, 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 a facilities update on Thoroughgood Elementary School based on feedback received from the November 8, 2017 School Board Workshop.

Background Summary:

Source:

Budget Impact:



Subject: Closed Session Item Number: 2

Section: Closed Meeting Date: December 5, 2017

Senior Staff: N/A

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

Presenter(s): Mr. Daniel D. Edwards, School Board Vice Chair

Recommendation:

MOTION: That the School Board adopt a motion to recess into a closed meeting pursuant to the exemptions from open meetings allowed by Section 2.2-3711, Part A, Paragraphs 3 and 7 of the *Code of Virginia*, 1950, as amended, for

- A. **REAL PROPERTY:** Discussion or consideration of the acquisition of real property for a public purpose, or of the disposition of publicly held property where discussion in an open meeting would adversely affect the bargaining, position, or negotiating strategy of the public body, pursuant to Section 2.2-3711, (A) (3); namely to discuss disposition of School Board owned property in the Kempsville district.
- 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 disposition of School Board owned property in the Kempsville district.

RECONVENE IN OPEN SESSION:

CERTIFICATION:

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

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

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

ACTION AS NEEDED:

Background Summary:

Appropriate requests have been made for a closed meeting.

Source:

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

Budget Impact:

N/A



Subject: Outstanding Educator Award

Item Number: 6A

Section: Student, Employee and Public Awards and Recognition

Date: December 5, 2017

Senior Staff: Ms. Eileen M. Cox, Chief Media & Communications Officer, Department of Media and Communications

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 Ocean Lakes High School teacher Kathy Turner who has been named one of the University of Chicago's 2017 Outstanding Educators.

Background Summary:

Every year, the University of Chicago receives letters from hundreds of their students who were inspired by teachers who have literally changed the course of their lives through excellent teaching and mentorship. In recognition of their profound influence, recognizes select honorees with the Outstanding Educator Award. Ms. Turner, who is the school's Science Department chair, was nominated by a former advanced placement (AP) chemistry student who entered the University of Chicago this fall.

Source:

University of Chicago

Budget Impact:

None



Subject: 2017 Economic Educator Award

Item Number: 6B

Section: Student, Employee and Public Awards and Recognition

Date: December 5, 2017

Senior Staff: Ms. Eileen M. Cox, Chief Media & Communications Officer, Department of Media and Communications

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 Plaza Middle School eighth-grade teacher Anthony Nobles who earned first place in the 2017 Economic Educator Awards Program sponsored by the Virginia Council on Economic Education.

Background Summary:

Each year, the Virginia Council on Economic Education (VCEE) sponsors an Economic Educators Awards program to recognize educators who demonstrate a commitment and contribution to economic and financial education. Plaza Middle School eighth-grade teacher Anthony Nobles was awarded first place in the K-12 lesson category for his entry "Island Economy Simulation." He was recognized by the VCEE at an awards luncheon held Dec. 1.

Source:

Virginia Council on Economic Education

Budget Impact:

None



Subject: School Board Public Hearing Item Number: 8

Section: Public Hearing Date: December 5, 2017

Senior Staff: Farrell E. Hanzaker, Chief Financial Officer

Prepared by: N/A

Presenter(s): N/A

Recommendation:

The School Board of the City of Virginia Beach is seeking public comment on the FY2018-19 Operating Budget, and FY2018-19 through FY2023-24 Capital Improvement Program (CIP) as advertised on page 8 in the Thursday, November 23, 2017, edition of the Beacon – a local publication of *The Virginian-Pilot* and duplicated below:

VIRGINIA BEACH CITY PUBLIC SCHOOLS

NOTICE OF PUBLIC HEARING

INPUT ON OPERATING BUDGET AND CIP

The School Board of the City of Virginia Beach will hold a PUBLIC HEARING on **Tuesday, December 5, 2017 at 6:00 p.m.** in the School Administration Building, Municipal Center Building 6, 2512 George Mason Drive, Virginia Beach, Virginia.

The purpose of the hearing is:

- 1) To receive input from the public on the FY 2018 - 2019 Operating Budget;
- 2) To receive input from the public on the FY 2018 - 2019 through 2023 - 2024 Capital Improvement Program (CIP).

Any citizen who desires to speak at this hearing should contact the Clerk of the School Board at (757) 263-1016. If you are physically disabled or visually impaired and need assistance at this meeting, please call the SCHOOL BOARD CLERK'S OFFICE at (757) 263-1016; Hearing impaired call TDD 711 (TDD - Telephone Device for the Deaf).

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VIRGINIA BEACH CITY PUBLIC SCHOOLS CHARTING THE COURSE

12/17

8 | THURSDAY, 11.23.17 | BEACON | THE VIRGINIAN-PILOT |

Background Summary:

Source:

School Board Policy 3-6: Budget: Preparation and Approval

Virginia Code §22.1-92 Estimate of moneys needed for public schools; notice of costs to be distributed

Budget Impact:



Subject: Approval of Minutes of the November 21, 2017 Regular School Board Meeting **Item Number:** 10

Section: Approval of Minutes **Date:** December 5, 2017

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 the minutes from their November 21, 2017 regular School Board meeting as attached.

Background Summary:

Source:

Bylaw 1-40

Budget Impact:

N/A



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Aaron C. Spence, Ed.D.
Superintendent

Regular School Board Meeting MINUTES

Tuesday, November 21, 2017

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

Joint City Council/School Board Five Year Forecast Presentation (Bldg. 19): Members of City Council and the School Board met jointly in Building 19 at 3:00 p.m. to receive the Five-Year Forecast presentation containing major components and areas of focus for the next five years regarding economic trends, revenue projections, expenditure assumptions, and associated statistics and graphs.

INFORMAL MEETING

1. **Convene School Board Workshop:** The School Board convened in the einstein.lab at 4:15 p.m. In addition to Superintendent Spence, all School Board members were present upon the arrival of Mr. McDonald shortly thereafter at 4:16 p.m.; and Ms. McLeod who Chairwoman Anderson noted was absent due to a work obligation.
 - A. **School Board Administrative Matters and Reports:** Chairwoman Anderson recommended two adjustments be considered during Adoption of the Agenda to 1) add Policy Review Committee proposed revisions to School Board Policy 7-21 regarding Citizens' Advisory Committees to the Information section; and 2) relocate Consent Item 11B – John B. Dey Elementary School Dominion Energy Easement to the Action section to allow for a short public brief. There was no objection. Additionally, she reported no need for a closed meeting and exchanged the order of workshop topics. Announcements concluded at 4:17 p.m.
 - B. **High School Innovative Practices and Green Run High School Innovation Grant:** Daniel D. Keever, Senior Executive Director of High Schools in the Department of School Leadership, provided the prelude to an overview of high school innovative practices being explored. James M. Pohl, Ph.D., Executive Director of Secondary Teaching and Learning, explained components related to an advisory block, the concept of OneLunch, and course combinations. Green Run High School's principal, Todd Tarkenton, reported on the work



taking place at the school in the implementation year of the \$50,000 Virginia Department of Education (VDOE) High School Innovation Grant; and teachers and students shared their thoughts of the related i-lab learning experience. The presentation and discussion concluded at 4:52 p.m.

- B. Update on Compass 2020 Goal #3 Social-Emotional Development: Amy E. Cashwell, Ed.D., Chief Academic Officer for the Department of Teaching and Learning, presented an update on Goal 3 – Social-Emotional Development – of the division’s strategic plan – *Compass to 2020* to include an overview of goal strategies and progress on those strategies specifically in the area of the Student Response Team process, mediation, and Positive Behavioral Interventions and Supports (PBIS).

The workshop concluded at 5:35 p.m.

2. **Closed Meeting:** None
3. **School Board Recess:** The School Board recessed at 5:35 p.m. to reconvene in the School Board Room at 6:00 p.m. for the formal meeting.

FORMAL MEETING

4. **Call to Order and Roll Call:** Chairwoman Anderson called the formal meeting to order at 6:02 p.m. In addition to Superintendent Spence, all School Board members were present with the exception of Ms. McLeod who Chairwoman Anderson noted was absent due to a work obligation.
5. **Moment of Silence and Pledge of Allegiance**
6. **Student, Employee and Public Awards and Recognition:** None
7. **Superintendent’s Report:** In his tradition of recognizing the newest member(s) of the *Compass Keepers Club*¹, Superintendent Spence’s report conveyed gratitude to members of the Armed Forces in acknowledging November as National Military Family Month; and featured Ocean Lakes Elementary School second-grade teacher, Amie Wetmore, a Navy wife and mother, whose understanding of the specific needs for military children helped make a major impact in the life of a second-grade student. In closing, he wished everyone a happy and safe Thanksgiving break.
8. **Hearing of Citizens and Delegations on Agenda Items:** None
9. **Approval of Minutes:** November 8, 2017 Regular Meeting: Ms. Felton made a motion, seconded by Ms. Riggs, that the School Board approve the minutes of their November 8, 2017 regular meeting as presented. The motion passed (ayes 10, nays 0).

¹ Members of the Compass Keepers Club are students, staff or community supporters who truly represent Virginia Beach City Public Schools with dedication, determination, passion and drive



- 10. Adoption of the Agenda:** Prior to a motion, Chairwoman Anderson noted a transposition of the afternoon workshop items B and C; and, as agreed to in the afternoon workshop, noted the addition of the Policy Review Committee proposed revisions to School Board Policy 7-21 regarding Citizens' Advisory Committees to the Information section as Item 13F13; and Consent Item 11B – John B. Dey Elementary School Dominion Energy Easement relocated to the Action section as Item 12D to allow for a short public brief. Ms. Holtz then made a motion, seconded by Vice Chair Edwards, that the School Board adopt the agenda as amended. The motion passed (ayes 10, nays 0).
- 11. Consent Agenda:** Ms. Manning made a motion, seconded by Ms. Rye, that the School Board approve the Consent Agenda. The motion passed (ayes 10, nays 0), and the following items were approved as part of the Consent Agenda:
- A. The School Board approved the implementation of recommendations concurred to by Administration as a result of the year-two developmental evaluation of the Digital Learning Anchor Schools (DLAS) initiative as follows:
- Recommendation #1: Continue the Digital Learning Anchor Schools Initiative with modifications outlined in 2 through 5 (*Responsible Group: Department of Teaching and Learning*);
- Recommendation #2: Continue to work toward funding at least one full-time Instructional Technology Specialist (ITS) at each school and review the adequacy of the Technology Support Technician (TST) allocations to support the 1:1 digital learning initiative as it expands to all schools (*Responsible Groups: Department of Teaching and Learning and Department of Human Resources*);
- Recommendation #3: Provide professional learning, especially for high school staff, so that staff will have as much time as possible to plan in informed and effective ways (*Responsible Group: Department of Teaching and Learning*);
- Recommendation #4: Continue to optimize the digital device experience for students and staff by ensuring that device, network, and related infrastructure issues are promptly addressed and resolved (*Responsible Group: Department of Technology*); and
- Recommendation #5: Conduct an evaluation update during the 2019-2020 school year to monitor the continued progress of the 1:1 initiative and its continuing alignment with evidence-based best practices. (*Responsible Group: Department of Planning, Innovation, and Accountability*)
- B. [John B. Dey Elementary School Dominion Energy Easement moved – to Action Item 12D during Item 10 – Adoption of the Agenda]
- C. Resolution regarding payment of employee legal fees as follows:



RESOLUTION REGARDING PAYMENT OF EMPLOYEE LEGAL FEES

WHEREFORE: That on June 14, 2017 a Virginia Beach City Public Schools teacher assistant was served a warrant for allegedly assaulting a student on April 27, 2017 while performing duties related to her employment with the School Board; and

WHEREFORE: That the charge against the teacher was dismissed by the Virginia Beach Juvenile and Domestic Relations District Court on October 2, 2017; and

WHEREFORE: That the teacher incurred \$3,289.05 in legal fees to defend against this charge; and

WHEREFORE: That School Board Policy 2-59 allows the School Board to reimburse or pay an employee's legal fees incurred as the result of a lawsuit filed against the employee in his/her official capacity and provided that the lawsuit is later dismissed against the employee.

NOW, THEREFORE, BE IT

RESOLVED: That the School Board finds that the criminal charges arose from actions taken by the teacher assistant in the course of her duties and that it is in the best interest of the School Board to pay these legal fees on behalf of the teacher assistant to defend herself against the charges; and be it

FURTHER RESOLVED: That the School Board authorizes payment of the teacher assistant's legal fees in the amount of \$3,289.05; and be it

FINALLY RESOLVED: That the Clerk is directed to send a copy of this Resolution to the teacher, School Board Legal Counsel, the Director of Business Services, and the Chief Human Resources Officer, who is directed to place a copy of this Resolution in the teacher assistant's personnel file.

12. Action

- A. Personnel Report / Administrative Appointments: Ms. Melnyk made a motion, seconded by Ms. Riggs, that the School Board approve the appointments and accept the resignations, retirements and other employment actions as listed on the Personnel Report dated November 21, 2017 inclusive of two administrative appointments as recommended by the Superintendent. The motion passed (ayes 10, nays 0), and Superintendent Spence introduced Molly Lewis, currently serving as Instructional Specialist in the Department of Teaching and Learning, as the new Coordinator of Elementary Curriculum effective November 22, 2017; and David L. Pace, coming out of retirement from the division and currently serving as acting Director of Transportation in the Office of Transportation Services, to serve as the Director of Transportation effective December 1, 2017.
- B. Biennial School Calendars: SY2018-19 and SY2019-20: Ms. Holtz made a motion, seconded by Ms. Melnyk, that the School Board approve biennial school calendars for the 2018-19 school year, and the 2019-20 school year as recommended based on the work of the School Calendar Committee and public feedback through a two week e-Town Hall. Prior to a vote, the committee was commended for their exhaustive work and applauded



for proposing a two-year school calendar. The motion passed (ayes 10, nays 0), and the calendars were approved as follows:

2018-2019 School Calendar

- 181 instructional days
- Two embedded professional learning days (One during in-service week; one on Oct. 8)
- 9-day winter break with three days of travel time before Christmas.
- Veterans Day, Martin Luther King Day and Presidents' Day observed
- Adjusted dismissal days only used before holiday breaks and exam week
- April 12 as an extended spring break or if needed for weather makeup

2018-2019 School Calendar

Adopted by the School Board November 21, 2017



In cases of school closings due to inclement weather or emergency conditions, makeup days will be designated by the superintendent and may include available staff days or holidays.





- C. Legislative Agenda for 2018 General Assembly Session: Mr. McDonald made a motion, seconded by Ms. Melnyk, that the School Board approve the Legislative Agenda for the 2018 Virginia General Assembly Session as proposed by the School Board's Legislative Committee and amended based on discussion when first introduced at the School Board's November 8, 2017 regular meeting. Prior to a vote, Legislative Committee Chair, Mr. McDonald, responded to an inquiry regarding the Student Safety item. Ms. Manning noted she had stated disagreement with some of the items when first introduced and therefore would be voting against the proposal. The motion passed (ayes 9, nays 1 – Manning); and the 2018 Legislative Agenda approved as follows:

Budget

Due to the budget constraints facing the Governor and the General Assembly during the 2018 session, Virginia Beach City Public Schools (VBCPS) requests that the recent investments in education remain untouched. As our mission as a school division continues, we must be in the best position to meet the needs of our 68,000 students and 10,000 employees. According to a JLARC study released on September 14, 2016, spending on K-12 public education since 2005 had declined by 7% per pupil. After adjusting for inflation and increased enrollment, Virginia now spends 9% less on K-12 instruction than it did in 2005. According to the Virginia Department of Education (VDOE), Inflation Adjusted State Per Pupil Funding declined from \$4,275 in 2009 to \$3,647 in 2016 or by \$628 per pupil. Costs for educating students have not declined during the same period.

Re-benchmarking

In the summer of each odd-numbered year, the VDOE provides the Governor and the General Assembly with an estimate of the "re-benchmarked" cost of continuing the existing Direct Aid to Public Education programs for the next biennium. This re-benchmarking is part of the biennial budget development process and includes updates in the input data to determine the current cost of the programs. The cost projections should not reflect any changes in policy or technical methodology. Since re-benchmarking is a process to update the state funding formulas to reflect the current costs facing Local Education Agencies (LEA) – such as increases in fuel costs, health care costs, teacher salaries, etc. – failure to fully fund re-benchmarking would signify a decrease in the state's commitment to funding K-12 education. VBCPS supports full funding of the biennial re-benchmarking of the Standards of Quality funding formulas. VBCPS opposes any formula changes to the re-benchmarking methodology that would artificially decrease the actual costs to fund K-12 education.

Uncap Instructional Support Positions in the Standards of Quality (SOQs)

VBCPS supports additional enhancements to the SOQs that better reflect the staffing and financial needs of school divisions. For example, VBCPS supports funding student support positions, as well as instructional personnel support positions (e.g. social workers, school counselors, school psychologists, and instructional personnel support) under Standard 2 on a prevailing cost basis, rather than the current capped basis. Enhancements such as these will provide additional funding directly to the classroom and give teachers additional resources to support students.

Eliminate or Fund Currently Unfunded Mandates

As of September 2017, the total impact of state and federal unfunded mandates to VBCPS was \$44 million. Of that \$44 million, approximately \$16 million are mandates that originated from either the General Assembly or the Virginia Department of Education. These mandates range from new reporting requirements, to new policies and procedures, to unfunded equipment requirements. VBCPS is opposed to any state mandates requiring local school divisions to assume



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additional responsibilities or provide additional services without the state's share of funding such mandates. VBCPS supports the elimination of unfunded mandates or the full funding of all mandates.

Special Education Funding

VBCPS has more than 7,900 students who qualify for special education services. In Fiscal Year 2016 VBCPS spent more than \$106.1 million, or approximately \$13,400 per qualified student, on special education programs and services. That is the highest amount since 2011. Of this total expense, approximately 15% comes from the Federal government (of the 40% IDEA has called for since 1965), 20% from the state and 65% from local funding. VBCPS is opposed to any change in the delivery of special education services or special education funding that would shift an even larger portion of the funding responsibility to the locality. This includes any changes to regional special education programming that would either reduce the overall state allotment or reduce the funding to an individual regional program. Any reductions in state funding would not reduce VBCPS's obligations under the Individuals with Disabilities Education Act (IDEA) and would unfairly increase an already disproportionate responsibility to the locality. VBCPS supports efforts by the Virginia General Assembly to work with our federal delegation to encourage the U.S. Department of Education and Congress to fully fund their portion of special education services in Virginia.

Lottery Fund Usage

While VBCPS supports the additional flexibility provided through recent investments in lottery proceeds, VBCPS is opposed to any measure that would shift the Standards of Quality or other recurring costs to the Lottery Funds. Shifting additional mandatory operating costs to the Lottery Fund reduces the amount of money available to school divisions for school construction and other necessary discretionary spending. The Lottery funds should be used exclusively to supplement current public education funding and not be used to supplant ongoing SOQ funded programs.

Dual Enrollment

High quality dual enrollment programs are an important part of preparing students for the workforce and will allow students to earn college credit or even an associate degree while still in high school. VBCPS supports legislation and/or regulatory reforms that allow school divisions and local community colleges to negotiate individual rates for public school students who, through their local school division, take dual enrollment courses through the local community college. VBCPS also supports the establishment of clear transfer maps for each public, four-year institution for dual enrollment courses. These transfer maps should be established in conjunction with recommended guidelines by the State Council of Higher Education for Virginia (SCHEV). These steps will ensure that dual enrollment programs are accessible for all students, as well as provide a stepping stone to post-secondary education and programs for all students.

Continued Reform of the Assessment System

VBCPS supports legislation responsive to recommendations by the SOL Innovation Committee that reforms Virginia's SOL assessments by focusing on authentic growth measures to allow students to demonstrate 21st century skills such as communicating effectively, thinking critically and creatively, and solving problems. VBCPS also supports the reduction of the number of required tests to allow school divisions to continue to transform the traditional classroom to better meet the needs of our students to compete in a global marketplace. Rather than the 29 SOL tests currently mandated, VBCPS supports legislation that allows school divisions to replace current SOL assessments with performance-based assessments that will better prepare students for success in higher education and in the workplace. Since 2008, VBCPS has successfully developed an increasing number of performance-based assessments that are used on a division-wide basis.



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

In addition to student growth measures, VBCPS supports a teacher, principal, and superintendent accountability system that includes additional measures such as student participation and performance in Advanced Placement courses, post-graduate measures that provide information on how students transition after high school, and qualitative measures of overall school performance beyond assessments.

Flexibility for Addressing Teacher Shortages

The number one school-based predictor of student success is access to highly effective teachers. Virginia is facing a national teacher shortage, partly because we are seeing fewer students enrolling in education majors, and therefore fewer teachers coming out of college. Also, those considering entering the profession are faced with salary and benefit packages that have remained stagnant for the better part of a decade. Sadly, due to increases in VRS contributions and healthcare costs, teachers are making less today after adjustments for inflation than they did five years ago. Funding for increased teacher compensation must be a top priority for Virginia to continue to attract high quality individuals to the teaching profession.

The continued expansion of the requirements for teacher licensure and recertification are another challenge for teacher recruitment and retention with a growing number of new licensure requirements including, most recently, hands-on, emergency first aid training. Also of concern is an antiquated, licensing process for initial licensure and renewal which creates unnecessary challenges for new and returning teachers alike. VBCPS supports a moratorium on any new requirements for teacher licensure and recertification as well as streamlining the licensing process by allowing for more electronic submission of documentation.

Mandatory Funding of Virtual School

VBCPS recognizes that virtual learning can play an important part in a child's overall academic development and achievement. However, VBCPS is opposed to any legislation that would require any portion of state or local funding to follow the student when the student chooses to enroll in a virtual school outside his or her school division. VBCPS supports online blended models that incorporate the individual needs of the student, as well as a full-time state operated virtual program through Virtual Virginia.

Charter Schools

VBCPS fully supports creating learning environments that meet the individual needs of the community and the students it serves, including academies, innovative programs, Governor's Schools and charter schools; however, for these alternative models to be successful they must have the support of the local community and school division. For this reason, VBCPS is opposed to any legislation that would remove the local school board's authority to approve charter schools within its boundaries, including any change to the Virginia Constitution or legislation that would give the Virginia Board of Education the authority to create regional charter schools.

Participation in Interscholastic Athletic Programs by Nonpublic School Students

VBCPS opposes legislation that allows nonpublic school students to participate in interscholastic programs in public schools. A fundamental principle of the Virginia High School League (VHSL) rules is to provide a level playing field for competition such that all participants are following the same standards of eligibility. Previously proposed legislation in the General Assembly runs counter to this principle, whereby nonpublic school students would have to abide by only one portion of the Transfer Rule (i.e., living in the proper school district) and demonstrate evidence of progress academically. However, discipline and consequences for violating behavioral expectations and attendance requirements, as set forth in the VHSL Handbook and Policy Manual, could not be applied to nonpublic school students to the same extent as with students enrolled in the public schools. Further, the potential for academic eligibility disparities is significant, since



local academic requirements, including a minimum grade point average and/or mandatory study halls, could not be applied to nonpublic school students.

Student Safety

We believe in positive behavioral supports to help students learn self-discipline while still holding them accountable for their actions and keeping our schools safe. VBCPS opposes limiting options to safely manage schools including the ability to suspend students whose behaviors warrant such action. While we work to keep our students with us more, by reducing out-of-school suspensions, we also need to help students build resiliency and coping skills through alternative disciplinary practices. VBCPS supports legislation that promotes alternatives to suspension and funding at the elementary level for additional instructional personnel support specialists (*e.g. social workers, school counselors, and school psychologists*) to support these alternatives. This work is complex and takes time, patience and flexibility.

- D. John B. Dey Elementary School Dominion Energy Easement [formerly Consent Item 11C]: Ms. Riggs made a motion, seconded by Ms. Holtz, that the School Board authorize the School Board Chair to execute a right-of-way agreement for a Dominion Energy Easement at John B. Dey Elementary School to provide underground electrical service to the school. Prior to a vote, Donald W. Bahlman, Jr., Staff Architect in the Office of Facilities, Planning and Construction, reaffirmed the utility will be located completely underground. The motion passed (ayes 10, nays 0).

13. Information

- A. Textbook Adoptions: James M. Pohl, Ph.D., Executive Director of Secondary Teaching and Learning, presented an overview including rationale for the following proposed textbooks recommended by the Technical and Career Education Textbook Adoption Committee for implementation in the fall of 2018.

Item	Course Title	Textbook	Publisher	Copyright
1	Parenting and Child Development	<i>Child Development: Early Stages through Age 12, 8th Edition</i>	Goodheart-Wellcox	2016
2	Teen Living (6,7,8)	<i>Exploring Life and Career</i>	Goodheart-Wellcox	2017
3	Early Childhood Education (I and II)	<i>Working with Young Children</i>	Goodheart-Wellcox	2016
4	Introduction to Childcare Occupations	<i>Childcare Today</i>	McGraw Hill	2016

- B. ACT/SAT Report for 2017 Graduates: Douglas G. Wren, Ed.D., Educational Measurement and Assessment Specialist in the Department of Teaching and Learning, provided an executive summary of SAT and ACT results from the 2016-17 graduating seniors including comparisons at the division, state and national levels.



- C. Advanced Placement (AP) Data: Douglas G. Wren, Ed.D., Educational Measurement and Assessment Specialist in the Department of Teaching and Learning, presented information summarizing the results of the 2016-17 Advanced Placement (AP) program related to student participation in AP courses, participation in AP testing, and AP exam results.
- D. Special Education Advisory Committee Extension of Current Appointments: Veleka S. Gatling, Ph.D., Executive Director of Programs for Exceptional Children, presented the recommendation to extend the current appointment of the following three Special Education Advisory Committee members through the end of the current school year: Sandra Hermann, former parent; Donna Robel, parent; and Cheryl Ward, former parent and agency representative. In responding to an inquiry regarding the request for an extension v. appointment/reappointment, it was noted the School Board is in the process of updating policy to create an umbrella of consistency for all citizens' advisory committees.
- E. Interim Financial Statements – October 2017: Crystal M. Pate, Director of Business Services, presented highlights of interim financial statements as of October 31, 2017. In reporting the overall revenue trend as acceptable, she explained a small surplus of approximately \$105,000 is projected in state revenues due to a slightly higher actual March 31 Average Daily Membership (ADM) than what was used in the budget. Sales tax receipts were reported as being \$96,000 higher than the prior year and projected to be slightly higher than the budgeted amount. The expenditures/encumbrances trend was reported as acceptable.
- F. Policy Review Committee Recommendations: School Board Legal Counsel, Kamala H. Lannetti, Deputy City Attorney, presented an overview of the following Policy Review Committee recommendations regarding review, amendment and/repeal of certain policies reviewed by the committee at their October 19, 2017 and November 9, 2017 meetings.
1. Audit Charter and Related Policies: Amendments made to reflect current procedures and duties
 - a. Policy 3-96 Office of Internal Audit and the Audit Committee: Adoption of a new policy that takes sections of Policy 3-46 and makes them a separate policy related only to the Office of Internal Audit and its functions.
 - b. Policy 3-46 Audits/Audit Committee/Internal Audit Charter: Amends policy to remove sections on Office of Internal Audit and the Audit Committee, amends title to reflect audits in general, amends sections to reflect current procedures and practices
 2. Policy 2-48 Salaries and Compensation: Amends title to be Salaries and Compensation, definitions are removed because they are now in Policy 4-75, amends sections to reflect that salaries and compensation will not be in



- accordance with the Compensation Plan that is annually approved by the School Board
3. Policy 4-43 Personnel Protection from Sexual Harassment: Repealed because the School Board's policy against sexual harassment and investigation procedures are set forth in other policies and regulations
 4. Policy 4-77 Bus Drivers/Driver Assistants: Repealed because these definitions and duties are found in other policies and regulations
 5. Policy 4-76 Teacher Assistants: Repealed because the definition and duties are found in other Policies and regulations
 6. Policy 4-75 Conditions of Employment: Amended title to Conditions of Employment, moved definitions on licensed personnel, non-licensed personnel, and substitutes to this policy, added sections on health requirements, conditions of employment, probationary periods, etc.
 7. Policy 4-90 Substitute Employees: Repealed because definition appears in Policy 4-75
 8. Policy 4-92 Summer School Teachers: Amended title and incorporated regulation language into the policy
 9. Policy 4-93 Employment of Temporary and Part-Time Employees: Repealed because sections are now incorporated into Policies 4-1 and 2-50
 10. Policy 4-94 Exchange Teachers: Repealed because the School Division no longer has this program
 11. Policy 4-95 Census Agents: Repealed. These duties are incorporated into other positions or handled through electronic data
 12. Policy 6-83 Private Educational Courses: Amended title to be Non-School Division (VBCPS) Sponsored Educational Courses, amended policy to reflect current practices concerning awarding credit for courses taken by students outside of VBCPS and clarified that the School Division will not be responsible for the costs of private educational courses not approved by VBCPS
 13. Policy 7-21 Citizens' Advisory Committees *[added during Adoption of the Agenda]*: Ms. Lannetti explained School Board concerns raised regarding the process of appointing members to citizens' advisory committees prompted a request for the Policy Review Committee to review current policy. As a result, she introduced a draft of the Committee's proposed amendment to establish an umbrella policy for all citizens' advisory committees (CAC) setting forth processes and procedures as it relates to conditions for the application and appointment process, reporting requirements, and term of appointments. Following discussion, School Board members were encouraged to submit comments and concerns to the Policy Review Committee for consideration as it continues to review the draft proposal.



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Tuesday, November 21, 2017
Regular Meeting
Page 13 of 13

14. **Standing Committee Reports:** Ms. Weems reported on an upcoming Green Run Collegiate event being hosted at the Virginia Museum of Contemporary Art (MOCA) also contributed to by the Old Donation School. Vice Chair Edwards reported the Audit Committee met earlier in the week and conducted an in-depth review of the completed Contract Pre-Award Process Audit which revealed a few adjustments needed in processes that are being addressed by Administration. He invited School Board members to review the report in its entirety on their SharePoint site.
15. **Conclusion of Formal Meeting:** The formal meeting concluded at 7:46 p.m.
16. **Hearing of Citizens and Delegations on Non-Agenda Items:** None
17. **Recess into Workshop:** None
18. **Closed Meeting:** None
19. **Vote on Remaining Action Items:** None
20. **Adjournment:** There being no further business before the School Board, Chairwoman Anderson adjourned the meeting at 7:56 p.m.

Respectfully submitted:

Dianne P. Alexander, Clerk of the School Board

Approved:

Beverly M. Anderson, School Board Chair



Subject: Textbook Adoption: Parenting and Child Development Item Number: 12A1

Section: Consent Date: December 5, 2017

Senior Staff: Amy E. Cashwell, Ed.D., Chief Academic Officer, Department of Teaching and Learning

Prepared by: James M. Pohl, Ph.D., Executive Director of Secondary Teaching and Learning

Sara L. Lockett, Ed.D., Director of Technical and Career Education

Kathleen M. Vuono, Family and Consumer Sciences Coordinator

Presenter(s): James M. Pohl, Ph.D., Executive Director of Secondary Teaching and Learning

Kathleen M. Vuono, Family and Consumer Sciences Coordinator

Recommendation:

That the School Board approve the Parenting and Child Development textbook as recommended by the Technical and Career Education (TCE) Textbook Adoption Committee for implementation in the fall of 2018.

Course Title	Textbook	Publisher	Copyright
Parenting and Child Development	<i>Child Development: Early Stages through Age 12, 8th Edition</i>	Goodheart-Wellcox	2016

Background Summary:

The members of the TCE Textbook Adoption Committee reviewed publishers’ websites and identified textbooks for consideration. The committees analyzed the textbooks for correlation to the Virginia Department of Education’s Competencies, the correlation to the Virginia Standards of Learning, as well as the Virginia Beach City Public Schools’ curriculum objectives. The textbooks were reviewed by teachers, parents, student representatives and industry representatives and then placed in the public libraries, as well as the main entrance of the School Administration Building, for public review and comment. After reviewing the textbooks, the TCE Textbook Adoption Committees recommended the above textbook as their first-choice recommendation for implementation in the fall of 2018.

A negotiation team composed of the Director of the Office of Technical and Career Education, the Coordinator for the Family and Consumer Sciences and the Executive Director of Secondary Teaching and Learning communicated with the appropriate personnel from the publishing company to discuss a preliminary contract for the full-adoption cycle pending approval by the School Board.

The proposed textbook will replace the current textbook as follows:

Course Title	Textbook	Copyright	Years in use (including this year)
Parenting and Child Development	<i>Child Development: the Early Stages through Age 12</i>	2011	6

Source:

Code of Va., § 22.1-238-22.1-239, § 22.1-251-22.1-252
School Board of the City of Virginia Beach Policy 6-60

Budget Impact:

Total implementation costs:

Course Title	First-choice Recommendation Totals	Second-choice Recommendation Totals
Parenting and Child Development	\$28,462.50	\$22,283.55



VIRGINIA BEACH CITY PUBLIC SCHOOLS
CHARTING THE COURSE

TEXTBOOK ADOPTION RECOMMENDATION

PARENTING AND CHILD DEVELOPMENT

December 5, 2017

*Department of Teaching and Learning
Office of Technical and Career Education*

PARENTING AND CHILD DEVELOPMENT TEXTBOOK ADOPTION TIMELINE

- Aug. 2016 Textbook publishers were contacted and requested to supply textbook samples for review.
- Nov. 2016 All Family and Consumer Science teachers were encouraged to submit interest to serve on the Textbook Adoption Committee.
- Feb. 2017 Teachers on the committee were given textbook samples. In addition, parents, students and professional representatives were recruited and provided sample textbooks.
- The Textbook Adoption Committee members met to review the objectives and to begin review of the chosen textbooks.
- April 2017 The Textbook Adoption Committee members met to discuss the selected textbooks and to select a first- and second-choice textbook. Each committee member completed an evaluation form for each textbook reviewed. Committee members reviewed comments and recommended first- and second-choice textbooks for each adoption.
- Sept. – Oct. 2017 The recommended textbooks were placed in the public library and the School Administration Building for public review. The administrative coordinator was notified of the placement so that notification could be posted on the Internet. No public comments were received.
- Oct. 2017 Negotiations were conducted with appropriate representatives of the publisher, the director of Technical and Career Education, the executive director of Secondary Teaching and Learning and the Family and Consumer Sciences coordinator.
- Oct. 2017 The Family and Consumer Sciences coordinator used the recommendations from the committee to prepare the report for the School Board.

**PARENTING AND CHILD DEVELOPMENT
TEXTBOOK ADOPTION COMMITTEE**

Family and Consumer Sciences Teacher Representatives

Elaine Lombardi, Renaissance Academy
Maureen Hampton, Salem High School

Parent Representative

Karen Mancuso

Industry Representative

Barbara Lito, Virginia Beach GrowSmart Coordinator, Dept. of Economic Development

Student Representative

One student from Salem High School

Technical and Career Education Representative

Kathleen M. Vuono, Family and Consumer Sciences Coordinator, Office of Technical and Career Education

**PARENTING AND CHILD DEVELOPMENT
GRADES 9 – 12**

FIRST-CHOICE RECOMMENDATION

The Parenting and Child Development Textbook Adoption Committee recommends the following textbook as its first choice for adoption by Virginia Beach City Public Schools:

Child Development: Early Stages through Age 12, 8th Edition. Decker. Goodheart-Willcox, 2016.

The recommended textbook displays the following strengths:

- Textbook materials meet all of the national standards and state and local competencies for this course.
- Information provides a solid foundation for key concepts, including the physical, intellectual and social-emotional development in all four stages of child development.
- Material emphasizes the application of skills through authentic, experiential learning.
- Content is relevant to current economic and social conditions.
- Text offers a variety of assessment options that support VBCPS philosophy.
- Included in each chapter are information and activities that support Workplace Readiness Skills and FCCLA (Family, Career and Community Leaders of America, the CTSO associated with this course).
- The material is user-friendly and engaging. Information is easy to find and supporting activities are relevant and interesting for students.
- The companion website offers rich resources for Schoology implementation that can be used for reinforcement, personal choice or extension.
- Textbook is visually pleasing; pictures offer a representation of our diverse society and page layout is purposeful in its use of font and color.

**FIRST-CHOICE RECOMMENDATION
IMPLEMENTATION COSTS FOR
PARENTING AND CHILD DEVELOPMENT**

Textbook	Allocation	Cost	Number Needed	Initial Implementation	Five-Year Projected Costs (3%)	Total Implementation
Student Digital License	1 per student	\$82.50 per license	300	\$24,750.00	\$3,712.50	\$28,462.50

Total Implementation Cost \$28,462.50

**PARENTING AND CHILD DEVELOPMENT
GRADES 9 - 12**

SECOND-CHOICE RECOMMENDATION

The Parenting and Child Development Textbook Adoption Committee recommends the following textbook as its second choice for adoption by Virginia Beach City Public Schools:

The Developing Child, Brisbane. McGraw Hill, 2016.

The recommended textbook displays the following strengths:

- Each unit has a thematic project with supporting resources.
- Strong career sections.
- Standardized test prep with a variety of essay prompts.
- Math supports were varied and rooted in real-world applications.

The recommended textbook displays the following limitations:

- Text was busy; there was a lot of different colors/patterns that could be distracting for some students.
- No direct resources for FCCLA (Family, Career and Community Leaders of America, the associated CTSO).
- Companion website did not offer the rich resources for Schoology implementation.

**SECOND-CHOICE RECOMMENDATION
IMPLEMENTATION COSTS FOR
PARENTING AND CHILD DEVELOPMENT**

Textbook	Allocation	Cost	Number Needed	Initial Implementation	Five-Year Projected Costs (3% per year)	Total Implementation
Student Digital License	1 per student	\$64.59 per license	300	\$19,377.00	\$2,906.55	\$22,283.55

Total Implementation Cost \$22,283.55



Subject: Textbook Adoption: Teen Living Item Number: 12A2

Section: Consent Date: December 5, 2017

Senior Staff: Amy E. Cashwell, Ed.D., Chief Academic Officer, Department of Teaching and Learning

Prepared by: James M. Pohl, Ph.D., Executive Director of Secondary Teaching and Learning

Sara L. Lockett, Ed.D., Director of Technical and Career Education

Kathleen M. Vuono, Family and Consumer Sciences Coordinator

Presenter(s): James M. Pohl, Ph.D., Executive Director of Secondary Teaching and Learning

Kathleen M. Vuono, Family and Consumer Sciences Coordinator

Recommendation:

That the School Board approve the Teen Living textbook as recommended by the Technical and Career Education (TCE) Textbook Adoption Committee for implementation in the fall of 2018.

Course Title	Textbook	Publisher	Copyright
Teen Living (6,7,8)	<i>Exploring Life and Career, 2017</i>	Goodheart-Wellcox	2017

Background Summary:

The members of the TCE Textbook Adoption Committee reviewed publishers’ websites and identified textbooks for consideration. The committees analyzed the textbooks for correlation to the Virginia Department of Education’s Competencies, the correlation to the Virginia Standards of Learning, as well as the Virginia Beach City Public Schools’ curriculum objectives. The textbooks were reviewed by teachers, parents, student representatives and industry representatives and then placed in the public libraries, as well as the main entrance of the School Administration Building, for public review and comment. After reviewing the textbooks, the TCE Textbook Adoption Committees recommended the above textbook as their first-choice recommendation for implementation in the fall of 2018.

A negotiation team composed of the Director of the Office of Technical and Career Education, the Coordinator for the Family and Consumer Sciences and the Executive Director of Secondary Teaching and Learning communicated with the appropriate personnel from the publishing company to discuss a preliminary contract for the full-adoption cycle pending approval by the School Board.

The proposed textbook will replace the current textbook as follows:

Course Title	Textbook	Copyright	Years in use (including this year)
Teen Living (6,7,8)	<i>Today’s Teen</i>	2004	13

Source:

Code of Va., § 22.1-238-22.1-239, § 22.1-251-22.1-252
School Board of the City of Virginia Beach Policy 6-60

Budget Impact:

Total implementation costs:

Course Title	First-choice Recommendation Totals	Second-choice Recommendation Totals
Teen Living (6,7,8)	\$46,575.00	\$32,326.50



VIRGINIA BEACH CITY PUBLIC SCHOOLS
CHARTING THE COURSE

TEXTBOOK ADOPTION RECOMMENDATION

TEEN LIVING 6, 7, 8

December 5, 2017

*Department of Teaching and Learning
Office of Technical and Career Education*

**TEEN LIVING
TEXTBOOK ADOPTION TIMELINE**

- Aug. 2016 Textbook publishers were contacted and requested to supply textbook samples for review.
- Nov. 2016 All Family and Consumer Science teachers were encouraged to submit interest to serve on the Textbook Adoption Committee.
- Feb. 2017 Teachers on the committee were given textbook samples. In addition, parents, students, and professional representatives were recruited and provided sample textbooks.
- The Textbook Adoption Committee members met to review the objectives and to begin review of the chosen textbooks.
- April 2017 The Textbook Adoption Committee members met to discuss the selected textbooks and to select a first- and second-choice textbook. Each committee member completed an evaluation form for each textbook reviewed. Committee members reviewed comments and recommended first- and second-choice textbooks for each adoption.
- Sept. – Oct. 2017 The recommended textbooks were placed in the public library and the School Administration Building for public review. The administrative coordinator was notified of the placement so that notification could be posted on the Internet. No public comments were received.
- Oct. 2017 Negotiations were conducted with appropriate representatives of the publisher, the director of Technical and Career Education, the executive director of Secondary Teaching and Learning, and the Family and Consumer Sciences coordinator.
- Oct. 2017 The Family and Consumer Sciences coordinator used the recommendations from the committee to prepare the report for the School Board.

**TEEN LIVING
TEXTBOOK ADOPTION COMMITTEE**

Family and Consumer Sciences Teacher Representatives

Carole Forbes, Princess Anne Middle School
Teresa Link, Great Neck Middle School
Sarah Newby, Landstown Middle School
Rebecca Watts, Landstown Middle School
Kimberley Martineau, Brandon Middle School
Letitia Oliver, Lynnhaven Middle School
Lisa Hess, Salem Middle School

Parent Representative

Kimberly Slossohn

Industry Representative

Sirrico Whitfield, Out-of-School Time Programs Supervisor, Virginia Beach Parks & Recreation

Student Representative

One student from Salem Middle School

Technical and Career Education Representative

Kathleen M. Vuono, Family and Consumer Sciences Coordinator, Office of Technical and Career Education

**TEEN LIVING
GRADES 6 - 8**

FIRST-CHOICE RECOMMENDATION

The Teen Living Textbook Adoption Committee recommends the following textbook as its first choice for adoption by Virginia Beach City Public Schools:

Exploring Life and Career, 7th ed. Dunn-Strohecker & Tippet. Goodheart-Willcox, 2017.

The recommended textbook displays the following strengths:

- Textbook materials meet all of the national standards and state and local competencies for this course.
- Well-rounded resources for a comprehensive course like Teen Living.
- Age-appropriate, content and readability.
- Key terms and main ideas are iterated at the front of each chapter and reiterated throughout with bold font and highlight.
- Online materials are extensive and include e-flash cards, extension activities to support individualized choice, and a variety of interactive assessments.
- Each chapter has an FCCLA (Family, Career and Community Leaders of America, the CTSO for this course).

**FIRST-CHOICE RECOMMENDATION
IMPLEMENTATION COSTS FOR
TEEN LIVING**

Textbook	Allocation	Cost	Number Needed	Initial Implementation	Five-Year Projected Costs (3%)	Total Implementation
Student Digital License	1 per student	\$81.00 per license	500	\$40,500.00	\$6,075.00	\$46,575.00

Total Implementation Cost \$46,575.00

**TEEN LIVING
GRADES 6 - 8**

SECOND-CHOICE RECOMMENDATION

The Teen Living Textbook Adoption Committee recommends the following textbook as its second choice for adoption by Virginia Beach City Public Schools:

Discovering Life Skills. McGraw Hill, 2016.

The recommended textbook displays the following strengths:

- Age-appropriate and meets all of the national standards and state and local competencies for this course
- Discovering Career section at the beginning of each chapter is strong.
- Infographics are extremely helpful.
- Textbook scavenger hunt is interesting and a unique way to get the students into the text.

The recommended textbook displays the following limitations:

- The layout of the chapters is distracting.
- The sidebars are confusing. Inserts were interesting, but also made the content of the chapter hard to assimilate.
- Missing My Plate and inadequate etiquette section.
- Limited online ancillary materials and/or activities for students to engage with the content and/or concepts.
- Minor connections to FCCLA (Family, Career and Community Leaders of American, the associated CTSO) noted.

**SECOND-CHOICE RECOMMENDATION
IMPLEMENTATION COSTS FOR
TEEN LIVING**

Textbook	Allocation	Cost	Number Needed	Initial Implementation	Five-Year Projected Costs (3%)	Total Implementation
Student Digital License	1 per student	\$56.22 per license	500	\$28,110.00	\$4,216.50	\$32,326.50

Total Implementation Cost \$32,326.50



Subject: Textbook Adoption: Early Childhood Education Item Number: 12A3

Section: Consent Date: December 5, 2017

Senior Staff: Amy E. Cashwell, Ed.D., Chief Academic Officer, Department of Teaching and Learning

Prepared by: James M. Pohl, Ph.D., Executive Director of Secondary Teaching and Learning

Sara L. Lockett, Ed.D., Director of Technical and Career Education

Kathleen M. Vuono, Family and Consumer Sciences Coordinator

Presenter(s): James M. Pohl, Ph.D., Executive Director of Secondary Teaching and Learning

Kathleen M. Vuono, Family and Consumer Sciences Coordinator

Recommendation:

That the School Board approve the Early Childhood Education textbook as recommended by the Technical and Career Education (TCE) Textbook Adoption Committee for implementation in the fall of 2018.

Course Title	Textbook	Publisher	Copyright
Early Childhood Education (I and II)	<i>Working with Young Children</i>	Goodheart-Wellcox	2016

Background Summary:

The members of the TCE Textbook Adoption Committee reviewed publishers’ websites and identified textbooks for consideration. The committees analyzed the textbooks for correlation to the Virginia Department of Education’s Competencies, the correlation to the Virginia Standards of Learning, as well as the Virginia Beach City Public Schools’ curriculum objectives. The textbooks were reviewed by teachers, parents, student representatives and industry representatives and then placed in the public libraries, as well as the main entrance of the School Administration Building, for public review and comment. After reviewing the textbooks, the TCE Textbook Adoption Committees recommended the above textbook as their first-choice recommendation for implementation in the fall of 2018.

A negotiation team composed of the Director of the Office of Technical and Career Education, the Coordinator for the Family and Consumer Sciences and the Executive Director of Secondary Teaching and Learning communicated with the appropriate personnel from the publishing company to discuss a preliminary contract for the full-adoption cycle pending approval by the School Board.

The proposed textbook will replace the current textbook as follows:

Course Title	Textbook	Copyright	Years in use (including this year)
Early Childhood Education (I and II)	<i>Working with Young Children</i>	2008	8

Source:

Code of Va., § 22.1-238-22.1-239, § 22.1-251-22.1-252
School Board of the City of Virginia Beach Policy 6-60

Budget Impact:

Total implementation costs:

Course Title	First-choice Recommendation Totals	Second-choice Recommendation Totals
Early Childhood Education (I and II)	\$7,452.00	\$7,635.08



VIRGINIA BEACH CITY PUBLIC SCHOOLS
CHARTING THE COURSE

TEXTBOOK ADOPTION RECOMMENDATION

EARLY CHILDHOOD EDUCATION (I AND II)

December 5, 2017

*Department of Teaching and Learning
Office of Technical and Career Education*

EARLY CHILDHOOD EDUCATION TEXTBOOK ADOPTION TIMELINE

- Aug. 2016 Textbook publishers were contacted and requested to supply textbook samples for review.
- Nov. 2016 All Family and Consumer Science teachers were encouraged to submit interest to serve on the Textbook Adoption Committee.
- Feb. 2017 Teachers on the committee were given textbook samples. In addition, parents, students and professional representatives were recruited and provided sample textbooks.
- The Textbook Adoption Committee members met to review the objectives and to begin review of the chosen textbooks.
- April 2017 The Textbook Adoption Committee members met to discuss the selected textbooks and to select a first- and second-choice textbook. Each committee member completed an evaluation form for each textbook reviewed. Committee members reviewed comments and recommended first- and second-choice textbooks for each adoption.
- Sept. – Oct. 2017 The recommended textbooks were placed in the public library and the School Administration Building for public review. The administrative coordinator was notified of the placement so that notification could be posted on the Internet. No public comments were received.
- Oct. 2017 Negotiations were conducted with appropriate representatives of the publisher, the director of Technical and Career Education, the executive director of Secondary Teaching and Learning and the Family and Consumer Sciences coordinator.
- Oct. 2017 The Family and Consumer Sciences coordinator used the recommendations from the committee to prepare the report for the School Board.

**EARLY CHILDHOOD EDUCATION
TEXTBOOK ADOPTION COMMITTEE**

Family and Consumer Sciences Teacher Representatives

Lisa Embrey, Virginia Beach Technical and Career Education Center
Daphne Lovely, Virginia Beach Technical and Career Education Center

Parent Representative

Catherine Warburton

Industry Representative

Joyce Baylong Oandasan, Rainbow Station Childcare Center Director, Virginia Beach
Theresa Cole, Cole Academy Director, Virginia Beach

Student Representative

One Early Childhood Education II student

Technical and Career Education Representative

Kathleen M. Vuono, Family and Consumer Sciences Coordinator, Office of Technical and Career Education

**EARLY CHILDHOOD EDUCATION
GRADES 9 - 12**

FIRST-CHOICE RECOMMENDATION

The Early Childhood Education Textbook Adoption Committee recommends the following textbook as its first choice for adoption by Virginia Beach City Public Schools:

Working with Young Children, 8th ed. Herr. Goodheart-Willcox, 2016.

The recommended textbook displays the following strengths:

- Textbook materials meet all of the national standards and state and local competencies for this course.
- Follows NAEYC (National Association for the Education of Young Children) standards.
- Depth of content supports a two-year curriculum, which includes running a preschool laboratory.
- Superior companion website for students and teachers.
- Activities include guiding questions that encourage the development of higher-level thinking skills.
- Text and supplemental activities appeal to a diverse student population in regard to ability, interest and learning styles.
- Robust alignment to Workplace Readiness Skills.
- Supplemental online resources include an observation guide and student workbook that can be adapted to integrate with Schoology.

**FIRST-CHOICE RECOMMENDATION
IMPLEMENTATION COSTS FOR
EARLY CHILDHOOD EDUCATION**

Textbook	Allocation	Cost	Number Needed	Initial Implementation	Five-Year Projected Costs (3%)	Total Implementation
Student Digital License	1 per student	\$81.00 per license	80	\$6,480.00	\$972.00	\$7,452.00

Total Implementation Cost \$7,452.00

**EARLY CHILDHOOD EDUCATION
GRADES 9 - 12**

SECOND-CHOICE RECOMMENDATION

The Early Childhood Education Textbook Adoption Committee recommends the following textbook as its second choice for adoption by Virginia Beach City Public Schools:

Fundamentals of Early Childhood Education, 7th ed. Essa. Cengage, 2014.

The recommended textbook displays the following strengths:

- Layout is consistent and the chapters are arranged logically with a thematic focus.
- Information is current and accurate with NAEYC (National Association for the Education of Young Children) standards noted throughout.
- Separate emphasis on diversity as it relates to the field of early childhood.

The recommended textbook displays the following limitations:

- Too much text for a high school program. Absence of graphics and pictures may pose barriers for some students.
- More suited for a college-level program as the text is difficult to separate for the needs of a two-year program.
- No online support making Schoology integration difficult.

**SECOND-CHOICE RECOMMENDATION
IMPLEMENTATION COSTS FOR
EARLY CHILDHOOD EDUCATION**

Textbook	Allocation	Cost	Number Needed	Initial Implementation	Five-Year Projected Costs (3%)	Total Implementation
Student Book	1 per student	\$82.99 per book	80	\$6,639.20	\$995.88	\$7,635.08

Total Implementation Cost \$7,635.08



Subject: Textbook Adoption: Introduction to Childcare Occupations **Item Number:** 12A4

Section: Consent **Date:** December 5, 2017

Senior Staff: Amy E. Cashwell, Ed.D., Chief Academic Officer, Department of Teaching and Learning

Prepared by: James M. Pohl, Ph.D., Executive Director of Secondary Teaching and Learning

Sara L. Lockett, Ed.D., Director of Technical and Career Education

Kathleen M. Vuono, Family and Consumer Sciences Coordinator

Presenter(s): James M. Pohl, Ph.D., Executive Director of Secondary Teaching and Learning

Kathleen M. Vuono, Family and Consumer Sciences Coordinator

Recommendation:

That the School Board approve the Introduction to Childcare Occupations textbook as recommended by the Technical and Career Education (TCE) Textbook Adoption Committee for implementation in the fall of 2018.

Course Title	Textbook	Publisher	Copyright
Introduction to Childcare Occupations	<i>Childcare Today</i>	McGraw Hill	2016

Background Summary:

The members of the TCE Textbook Adoption Committee reviewed publishers’ websites and identified textbooks for consideration. The committees analyzed the textbooks for correlation to the Virginia Department of Education’s Competencies, the correlation to the Virginia Standards of Learning, as well as the Virginia Beach City Public Schools’ curriculum objectives. The textbooks were reviewed by teachers, parents, student representatives and industry representatives and then placed in the public libraries, as well as the main entrance of the School Administration Building, for public review and comment. After reviewing the textbooks, the TCE Textbook Adoption Committees recommended the above textbook as their first-choice recommendation for implementation in the fall of 2018.

A negotiation team composed of the Director of the Office of Technical and Career Education, the Coordinator for the Family and Consumer Sciences and the Executive Director of Secondary Teaching and Learning communicated with the appropriate personnel from the publishing company to discuss a preliminary contract for the full-adoption cycle pending approval by the School Board.

Source:

Code of Va., § 22.1-238-22.1-239, § 22.1-251-22.1-252
School Board of the City of Virginia Beach Policy 6-60

Budget Impact:

Total implementation costs:

Course Title	First-choice Recommendation Totals	Second-choice Recommendation Totals
Introduction to Childcare Occupations	\$22,283.55	\$31,050.00



VIRGINIA BEACH CITY PUBLIC SCHOOLS
CHARTING THE COURSE

TEXTBOOK ADOPTION RECOMMENDATION

INTRODUCTION TO CHILDCARE OCCUPATIONS

December 5, 2017

*Department of Teaching and Learning
Office of Technical and Career Education*

INTRODUCTION TO CHILDCARE OCCUPATIONS TEXTBOOK ADOPTION TIMELINE

- Aug. 2016 Textbook publishers were contacted and requested to supply textbook samples for review.
- Nov. 2016 All Family and Consumer Science teachers were encouraged to submit interest to serve on the Textbook Adoption Committee.
- Feb. 2017 Teachers on the committee were given textbook samples. In addition, parents, students and professional representatives were recruited and provided sample textbooks.
- The Textbook Adoption Committee members met to review the objectives and to begin review of the chosen textbooks.
- April 2017 The Textbook Adoption Committee members met to discuss the selected textbooks and to select a first- and second-choice textbook. Each committee member completed an evaluation form for each textbook reviewed. Committee members reviewed comments and recommended first- and second-choice textbooks for each adoption.
- Sept. – Oct. 2017 The recommended textbooks were placed in the public library and the School Administration Building for public review. The administrative coordinator was notified of the placement so that notification could be posted on the Internet. No public comments were received.
- Oct. 2017 Negotiations were conducted with appropriate representatives of the publisher, the director of Technical and Career Education, the executive director of Secondary Teaching and Learning and the Family and Consumer Sciences coordinator.
- Oct. 2017 The Family and Consumer Sciences coordinator used the recommendations from the committee to prepare the report for the School Board.

**INTRODUCTION TO CHILDCARE OCCUPATIONS
TEXTBOOK ADOPTION COMMITTEE**

Family and Consumer Sciences Teacher Representatives

Elaine Lombardi, Renaissance Academy
Maureen Hampton, Salem High School
Lisa Embrey, Virginia Beach Technical and Career Education Center
Daphne Lovely, Virginia Beach Technical and Career Education Center

Parent Representative

Karen Mancuso

Industry Representative

Barbara Lito, Virginia Beach GrowSmart Coordinator, Dept. of Economic Development

Student Representative

One student from Salem High School

Technical and Career Education Representative

Kathleen M. Vuono, Family and Consumer Sciences Coordinator, Office of Technical and Career Education

**INTRODUCTION TO CHILDCARE OCCUPATIONS
GRADES 9 - 12**

FIRST-CHOICE RECOMMENDATION

The Introduction to Childcare Occupations Textbook Adoption Committee recommends the following textbook as its first choice for adoption by Virginia Beach City Public Schools:

Childcare Today. Stephens. McGraw Hill, 2016.

The recommended textbook displays the following strengths:

- Textbook materials meet all of the national standards and state and local competencies for this course.
- Excellent activities connecting 21st century skills and Workplace Readiness Skills to the field of early childhood education.
- Correlates to the CDA (Child Development Associate) credential and provides test prep at the close of each unit.
- Graphic organizers before, during and after each reading selection.
- Provides multiple pathways, including college and/or career.
- Entrepreneurial infusion activities in most chapters.
- Content offers a great variety for those exploring both the field of early care and early childhood education.
- Strong companion to the Child Development course that follows as it reiterates theory and development.

**FIRST-CHOICE RECOMMENDATION
IMPLEMENTATION COSTS FOR
INTRODUCTION TO CHILDCARE OCCUPATIONS**

Textbook	Allocation	Cost	Number Needed	Initial Implementation	Five-Year Projected Costs (3%)	Total Implementation
Student Digital License	1 per student	\$64.59 per license	300	\$19,377.00	\$2,906.55	\$22,283.55

Total Implementation Cost \$22,283.55

**INTRODUCTION TO CHILDCARE OCCUPATIONS
GRADES 9 - 12**

SECOND-CHOICE RECOMMENDATION

The Introduction to Childcare Occupations Textbook Adoption Committee recommends the following textbook as its second choice for adoption by Virginia Beach City Public Schools:

Working with Young Children, 8th ed. Herr. Goodheart-Willcox, 2016.

The recommended textbook displays the following strengths:

- Extensive coverage in all aspects of early childhood education.
- Strong units in child health and wellness as well as child-safe environments.
- Follows NAEYC (National Association for the Education of Young Children) standards.
- Superior companion website for students and teachers.

The recommended textbook displays the following limitations:

- Content offered too much depth for a semester course.
- More suited for a program geared toward a preschool/lab environment rather than one that is more exploratory.

**SECOND-CHOICE RECOMMENDATION
IMPLEMENTATION COSTS FOR
INTRODUCTION TO CHILDCARE OCCUPATIONS**

Textbook	Allocation	Cost	Number Needed	Initial Implementation	Five-Year Projected Costs (3% per year)	Total Implementation
Student Digital License	1 per student	\$90.00 per license	300	\$27,000.00	\$4,050.00	\$31,050.00

Total Implementation Cost \$31,050.00



Subject: Special Education Advisory Committee (SEAC) Extension of Current Appointment Item Number: 12B

Section: Consent Date: December 5, 2017

Senior Staff: Amy E. Cashwell, Ed.D., Chief Academic Officer, Dept of Teaching and Learning

Prepared by: Veleka S. Gatling, Ph.D., Executive Director, Office of Programs for Exceptional Children

Presenter(s): Veleka S. Gatling, Ph.D., Executive Director, Office of Programs for Exceptional Children

Recommendation:

That the School Board approve the recommendation to extend the current appointment of the following three Special Education Advisory Committee members through the end of the current school year:

Sandra Hermann, Former Parent
Donna Robel, Parent
Cheryl Ward, Former Parent & Agency Representative

Background Summary:

Per Regulations Governing Special Education Programs for Children with Disabilities in Virginia, section 8VAC20-81-230.D., “A local advisory committee for special education, appointed by each local school board, shall advise the school board through the division superintendent.”

Source:

Regulations Governing Special Education Programs for Children with Disabilities in Virginia – January 25, 2010
Administration and Governance, 8VAC20-81-230.D., Local Advisory Committee

Budget Impact:

None

October 16, 2017

Sandra Hermann, SEAC Chairperson

VBCPS Special Education Advisory Committee

Dear Mrs. Hermann,

Please accept my request for reappointment to serve on the VBCPS Special Education Advisory Committee.

As you know, I have 3 children enrolled in Virginia Beach Public Schools, 2 of which receive special education services. I am a 2014 graduate of the Virginia Board for People with Disabilities *Partners in Policymaking*. I continue to educate myself on special education practices, family engagement and cultural differences.

As a SEAC member I have worked collaboratively with special education staff and with parents in effort to achieve positive outcomes for students with disabilities. I have worked with fellow SEAC members to heighten awareness of the VBCPS Special Education Advisory Committee to parents of students receiving special education services. I have served on various SEAC sub-committees and would like to continue with plans for a SEAC Inclusion sub-committee.

It is my desire to help families of children with disabilities. The experience that I have as a parent advocate and as an advocate for individuals with disabilities gives me the ability to offer helpful insight to parents that are doing their best to navigate the special education system.

Thank you for your time and consideration.

Sincerely,

Donna H. Robel

Sandra Hermann
3625 Crofts Pride Drive
Virginia Beach, VA 23453
October 13, 2017

Virginia Beach City Public Schools
2512 George Mason Drive
Virginia Beach, VA 23456-0038
ATTN: Beverly Anderson, Chairperson, Virginia Beach School Board

Dear Mrs. Anderson

I would like to apply for reappointment to the Virginia Beach Special Education Advisory Committee (SEAC).

Working on a daily basis with families of children and young adults with special health care needs through Care Connection for Children at the Children's Hospital of The King's Daughters, the parent of a young adult with a disability, past member of the State Special Education Advisory Committee, and active and ongoing member of the Virginia Beach SEAC, I am aware of the needs and challenges that parents face when seeking to gain appropriate educational services and supports for their children and adults. I feel that with continued VB SEAC membership, I will be able to provide continued guidance, insight, and perspective of the needs of students with disabilities receiving educational services in Virginia Beach. .

As a past and present Virginia Beach SEAC member, I have worked collaboratively with Virginia Beach staff, parents, students, and SEAC members to improve the educational services, policies, guidance, and training in Virginia Beach that are vital to the success of the students.

Thank you for your consideration of my request for reappointment.

Sincerely,

Sandy Hermann

Sandy Hermann
SEAC Chairperson

October 16, 2017

Ms. Beverly Anderson
Chairperson, Virginia Beach School Board
2512 George Mason Drive
Virginia Beach, VA 23456-0038

Dear Ms. Anderson:

I would like to apply for reappointment to the Virginia Beach Special Education Advisory Committee.

My commitment to the efforts of the Virginia Beach Special Education Advisory Committee is ongoing at a personal level and a professional level. That is evidenced by the years I have spent as a member striving towards maintaining an effective committee and working to improve the efforts made on behalf of students with disabilities.

As the parent of a young adult with a disability that received her education in the Virginia Beach Public School System, I have first hand knowledge of the needs of our students and the challenges parents face in assisting their children obtain appropriate educational services.

As the education advocate at the Endependence Center, I work with families on a daily basis and strive to help them develop the collaborative skills that are vital to educational success for their own children.

My perspective, both personal and professional, gives me unique insight into issues that are relevant to the work of the Virginia Beach Special Education Advisory Committee. I would like to continue in my efforts to help Virginia Beach students become successful adults in our community, throughout their school years and beyond.

Sincerely,

Cheryl Ward



Subject: Various Dominion Energy Easements

Item Number: 12C

Section: Consent

Date: December 5, 2017

Senior Staff: Mr. Dale R. Holt, Chief Operations Officer, School Division Services

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

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

Recommendation:

That the School Board authorize the Chairman to execute agreements for Dominion Energy Underground Easements for Tallwood, Windsor Woods and Kempsville Elementary Schools and Kempsville High School.

Background Summary:

Kempsville Elementary/Kempsville High School: Easements requested to support neighborhood undergrounding of utility work. Modification requested to better negotiate ditch separating the school property and neighborhood.

Tallwood Elementary School: Easement requested to support neighborhood undergrounding of utility work. Modification requested to ensure easement reaches electrical room to close the loop.

Windsor Woods Elementary School: Easement revisited from 2007 during school modernization. Modification to install switch upgrade for loop conductors to improve service to school and neighborhood area.

Source:

Budget Impact:

THIS AGREEMENT, made this ____ day of _____, 2017, between THE SCHOOL BOARD OF THE CITY OF VIRGINIA BEACH, a Virginia municipal corporation, hereinafter called "Owner", GRANTOR, and VIRGINIA ELECTRIC AND POWER COMPANY, a Virginia Corporation, hereinafter called "Company", GRANTEE.

W I T N E S S E T H:

That for the sum of One Dollar (\$1.00), and other valuable considerations, the receipt whereof is hereby acknowledged, Owner grants unto Company and its successors, the perpetual right, privilege and easement of right of way in widths as shown on attached plat to lay, construct, operate and maintain one or more lines of underground conduits and cables, as Company may from time to time deem expedient or advisable, located on the right of way hereinafter described, for the purpose of transmitting and distributing electric power by one or more circuits; together with all wires, conduits, cables, transformers, transformer enclosures, concrete pads, manholes handholes, connection boxes, ground connections meters, attachments, equipment, accessories and appurtenances desirable in connection therewith (hereinafter referred to as "facilities"), over, under, across and through certain lands of Owner situated in The City of Virginia Beach, Virginia and known as Kempsville High School, as shown on Plat Number 17-17-1261 , hereto attached and made part of this agreement; the location of the boundary lines of such right of way being shown in broken lines on said plat.

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

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

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

GPIN: 1466 86 8465 0000

Owner, its successors and assigns, may use the right of way for any purpose not inconsistent with rights hereby granted, provided such use does not interfere with or

endanger the construction, operation and maintenance of Company's facilities and provided that not buildings, structures, or other obstructions (except fences) may be constructed on the right of way.

It is further understood and agreed between the parties that:

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

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

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

Upon demand by Owner, and upon the granting to Company of an equivalent right of way in a reasonably practicable location, and payment to Company of the actual cost of relocating its facilities to such new right of way, exclusive of any additions and betterments, Company will relocate its facilities upon such right of way, whereupon all rights hereby granted in respect of the vacated portion of the right of way herein described shall cease and terminate.

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


IN WITNESS WHEREOF, Owner has caused its name to be signed hereto by its School Board Chair, and its corporate seal to be affixed and attested by its School Board Clerk, as of the day and year first above written, and Company has caused its name to be signed hereto by its Vice President or Designee, as of the day and year first above written.

APPROVED AS TO CONTENTS



Anthony L. Arnold, Executive Director
Office of Facilities Services

APPROVED AS TO LEGAL
SUFFICIENCY AND FORM



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



OWNED BY:
SCHOOL BOARD OF CITY OF
VIRGINIA BEACH
570 KEMPSVILLE RD
GPIN: 14667775070000

N/F:
RACHEL MUNTHALI
GPIN: 14668754550000

N/F:
DAVID A. VILLANUEVA &
EUGENIE VILLANUEVA
GPIN: 14668763920000

N/F:
PAULA J. HAHEMY
GPIN: 14668782270000

N/F:
DONALD E. LAUZON &
MICHELE E. LAUZON
GPIN: 14668732430000

N/F:
MELTON LOWERY
GPIN: 1466970149000

N/F:
RICHARD T. DETTBARN &
CHRISTINA L. DETTBARN
GPIN: 14669711450000

OWNED BY:
SCHOOL BOARD OF CITY
OF VIRGINIA BEACH
5194 CHIEF TRAIL
GPIN: 14668684650000

OWNERS
INITIALS



Right-of-Way Agreement			
VIRGINIA ELECTRIC AND POWER COMPANY doing business as Dominion Virginia Power UG			
District I\ I I- B-ACH			
District-Township-Borough I\ I I- B-ACH		County-City-Parish I VA	
State -AST-RN R- I		Plate Number - - - -	
Section-Block-Sublot -s-ima- imber		Grid Number	
Date 06/28/2017			
G.HAYN=S			

LET D

Location of Boundary Lines of Right-of-Way
15' in Width.

Indicates proper line is Right-of-Way
Boundary
15' in Width.

THIS AGREEMENT, made this ____ day of _____, 2017, between THE SCHOOL BOARD OF THE CITY OF VIRGINIA BEACH, a Virginia municipal corporation, hereinafter called "Owner", GRANTOR, and VIRGINIA ELECTRIC AND POWER COMPANY, a Virginia Corporation, hereinafter called "Company", GRANTEE.

W I T N E S S E T H:

That for the sum of One Dollar (\$1.00), and other valuable considerations, the receipt whereof is hereby acknowledged, Owner grants unto Company and its successors, the perpetual right, privilege and easement of right of way in widths as shown on attached plat to lay, construct, operate and maintain one or more lines of underground conduits and cables, as Company may from time to time deem expedient or advisable, located on the right of way hereinafter described, for the purpose of transmitting and distributing electric power by one or more circuits; together with all wires, conduits, cables, transformers, transformer enclosures, concrete pads, manholes handholes, connection boxes, ground connections meters, attachments, equipment, accessories and appurtenances desirable in connection therewith (hereinafter referred to as "facilities"), over, under, across and through certain lands of Owner situated in The City of Virginia Beach, Virginia and known as Tallwood Elementary School, as shown on Plat Number 17-16-1825 , hereto attached and made part of this agreement; the location of the boundary lines of such right of way being shown in broken lines on said plat. The easement created under this Agreement is a physical continuation of the easement granted to Company by Instrument #20160201000079660, recorded among the land records of the City of Virginia Beach, and is intended to be measured in concert, and not in conflict, therewith.

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

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

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

Owner, its successors and assigns, may use the right of way for any purpose not inconsistent with rights hereby granted, provided such use does not interfere with or endanger the construction, operation and maintenance of Company's facilities and provided that not buildings, structures, or other obstructions (except fences) may be constructed on the right of way.

It is further understood and agreed between the parties that:

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

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

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

Upon demand by Owner, and upon the granting to Company of an equivalent right of way in a reasonably practicable location, and payment to Company of the actual cost of relocating its facilities to such new right of way, exclusive of any additions and betterments, Company will relocate its facilities upon such right of way, whereupon all rights hereby granted in respect of the vacated portion of the right of way herein described shall cease and terminate.

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

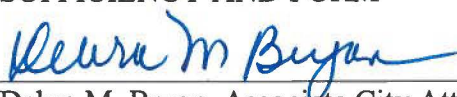
IN WITNESS WHEREOF, Owner has caused its name to be signed hereto by its School Board Chair, and its corporate seal to be affixed and attested by its School Board Clerk, as of the day and year first above written, and Company has caused its name to be signed hereto by its Vice President or Designee, as of the day and year first above written.

APPROVED AS TO CONTENTS

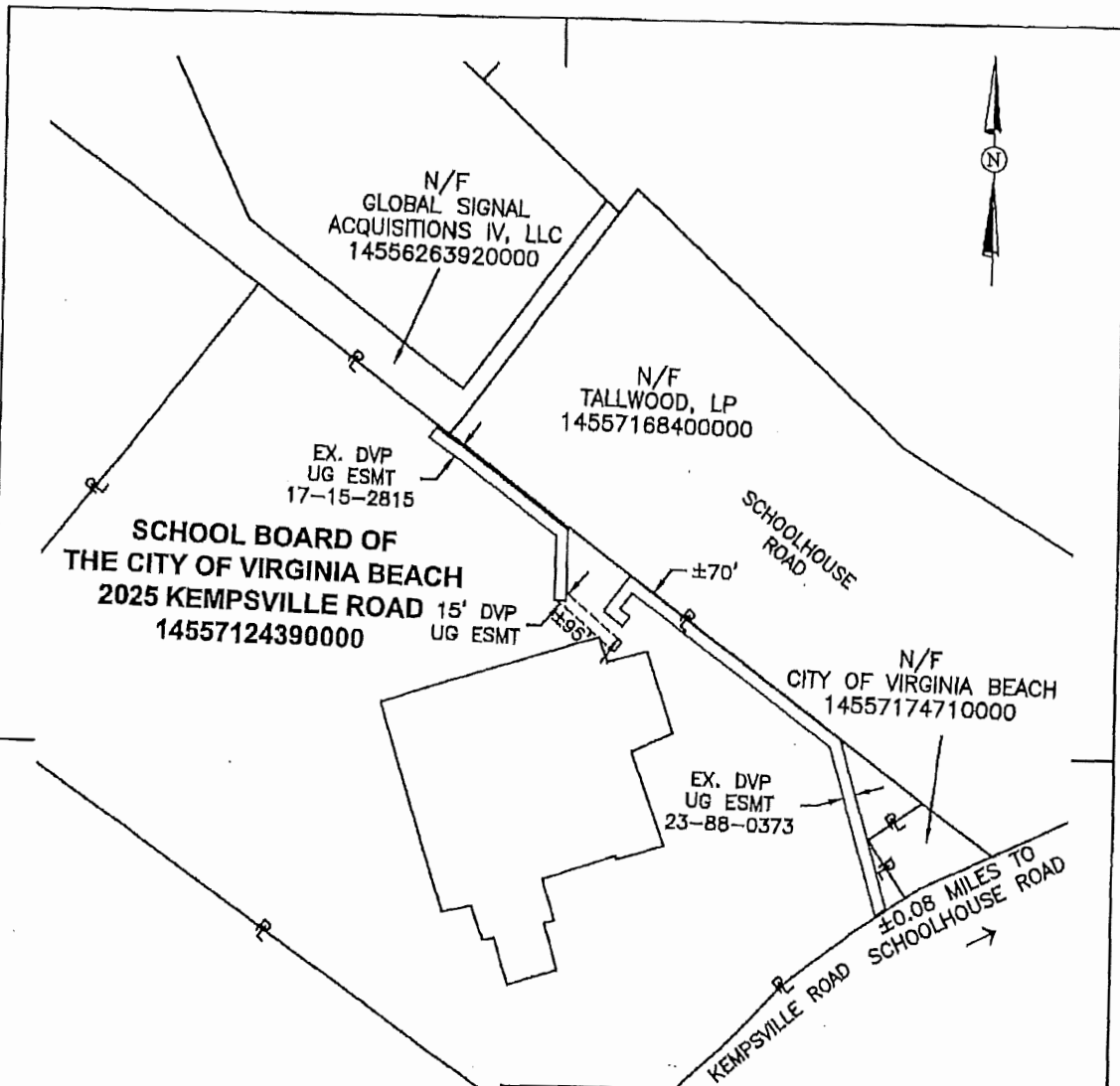


Anthony L. Arnold, Executive Director
Office of Facilities Services

APPROVED AS TO LEGAL
SUFFICIENCY AND FORM



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



Legend

- Location of Boundary Lines of Right-of-Way 15' in Width.
- ==P== Indicates Property Line in Right-of-Way Boundary 15' in Width.

*NOTE: Location of underground cable as installed will determine the centerline of the easement.

Plat to Accompany Right-of-Way Agreement VIRGINIA ELECTRIC AND POWER COMPANY doing business as Dominion Virginia Power UG		
District VIRGINIA BEACH		
District-Township-Borough	County-City	State
VIRGINIA BEACH	VIRGINIA BEACH	VA
Office	Plat Number	
EASTERN	17-16-1825	
Estimate Number	Grid Number	
7683088	N0713	
Date	By	Owners Initials
11/04/2016	P. WESER	

THIS AGREEMENT, made this ____ day of _____, 2017, between THE SCHOOL BOARD OF THE CITY OF VIRGINIA BEACH, a Virginia municipal corporation, hereinafter called "Owner", GRANTOR, and VIRGINIA ELECTRIC AND POWER COMPANY, a Virginia Corporation, hereinafter called "Company", GRANTEE.

WITNESSETH:

That for the sum of One Dollar (\$1.00), and other valuable considerations, the receipt whereof is hereby acknowledged, Owner grants unto Company and its successors, the perpetual right, privilege and easement of right of way in widths as shown on recorded exhibit to lay, construct, operate and maintain one or more lines of underground conduits and cables, as Company may from time to time deem expedient or advisable, located on the right of way hereinafter described, for the purpose of transmitting and distributing electric power by one or more circuits; together with all wires, conduits, cables, transformers, transformer enclosures, concrete pads, manholes handholes, connection boxes, ground connections meters, attachments, equipment, accessories and appurtenances desirable in connection therewith (hereinafter referred to as "facilities"), over, under, across and through certain lands of Owner situated in The City of Virginia Beach, Virginia, designated as "15' DOMINION VIRGINIA POWER UNDERGROUND EASEMENT AREA = 15,561 S.F. OR .357 AC." as shown on that certain plat entitled "EXHIBIT PLAT SHOWING PRIVATE UTILITY EASEMENTS OF DOMINION VIRGINIA POWER, VIRGINIA NATURAL GAS & VERIZON AT WINDSOR WOODS ELEMENTARY SCHOOL FOR THE SCHOOL BOARD OF CITY OF VIRGINIA BEACH," Scale 1" = 60', prepared by MSA P.C., and recorded 10/10/07 in the Clerk's Office of the Circuit Court, of the City of Virginia Beach, Virginia as Instrument No. 20071010001377480.

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

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

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

Owner, its successors and assigns, may use the right of way for any purpose not inconsistent with rights hereby granted, provided such use does not interfere with or endanger the construction, operation and maintenance of Company's facilities and provided that not buildings, structures, or other obstructions (except fences) may be constructed on the right of way.

It is further understood and agreed between the parties that:

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

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

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

Upon demand by Owner, and upon the granting to Company of an equivalent right of way in a reasonably practicable location, and payment to Company of the actual cost of relocating its facilities to such new right of way, exclusive of any additions and betterments, Company will relocate its facilities upon such right of way, whereupon all rights hereby granted in respect of the vacated portion of the right of way herein described shall cease and terminate.

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


IN WITNESS WHEREOF, Owner has caused its name to be signed hereto by its School Board Chair, and its corporate seal to be affixed and attested by its School Board Clerk, as of the day and year first above written, and Company has caused its name to be signed hereto by its Authorized Designee, as of the day and year first above written.

APPROVED AS TO CONTENTS

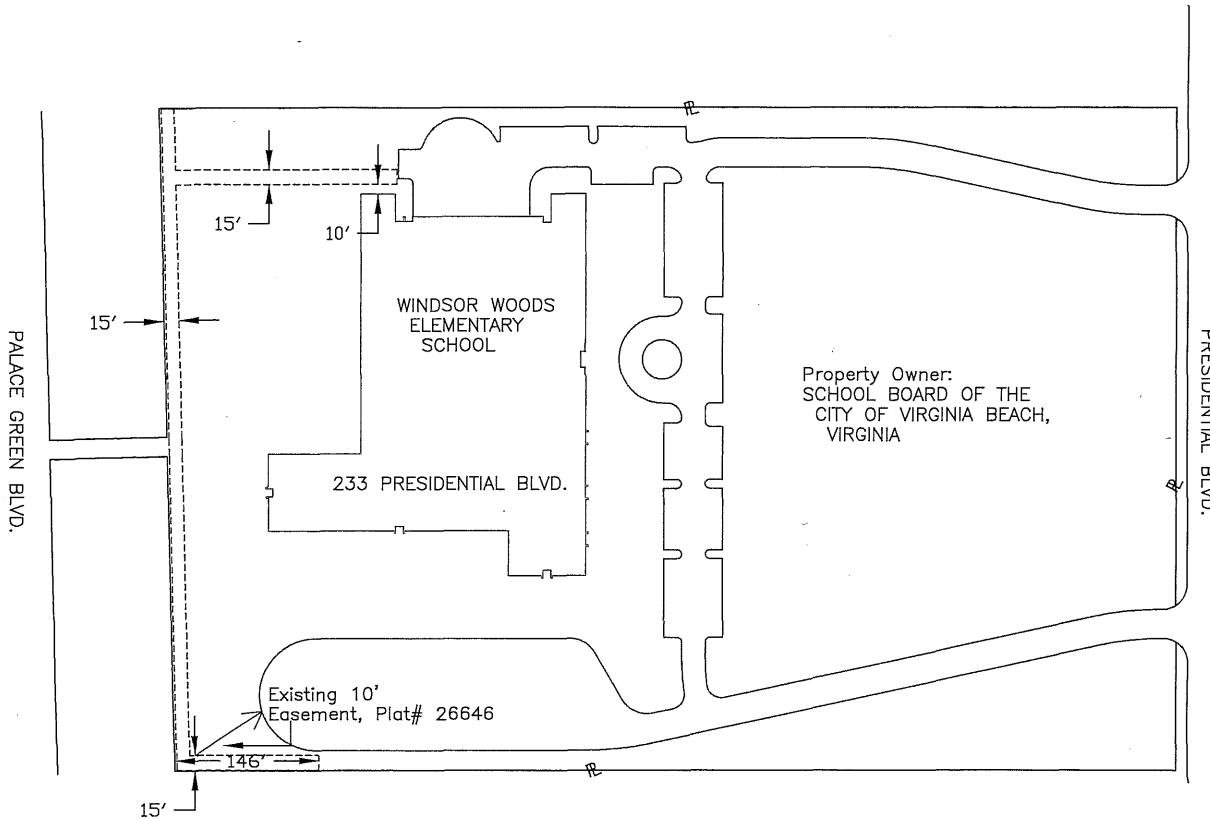


Anthony L. Arnold, Executive Director
Office of Facilities Services

APPROVED AS TO LEGAL
SUFFICIENCY AND FORM



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



Legend

- Location of Boundary Lines of Right of Way
15'
- =====
Indicates Property Line is Right-of-Way
Boundary
15'

*Plat to Accompany
Right-of-Way Agreement*

VIRGINIA ELECTRIC AND POWER COMPANY
doing business as

Dominion Virginia Power UG
District

Virginia Beach
District-Township-Borough County-City State

Lynnhaven Virginia Beach VA
Office Plat Number

Portsmouth Tech. Ctr. 25-17-0185
Estimate Number Grid Number

6612432 N0915
Date By



Subject: Policy Review Committee Recommendations **Item Number:** 12D1-12

Section: Consent **Date:** December 5, 2017

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

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

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

Recommendation:

That the School Board approve Policy Review Committee recommendations regarding review, amendment and/ repeal of certain policies as reviewed by the committee at their October 19, 2017 and November 9, 2017 meetings, and introduced as Information at the November 21, 2017 regular School Board meeting.

Background Summary: The following policies have been approved as to legal sufficiency by School Board Legal Counsel, Kamala H. Lannetti, Deputy City Attorney.

1. Audit Charter and Related Policies: Amendments made to reflect current procedures and duties
 - a. Policy 3-96 Office of Internal Audit and the Audit Committee: Adoption of new policy that takes sections of Policy 3-46 and makes them a separate policy related only to the Office of Internal Audit and its functions.
 - b. Policy 3-46 Audits/Audit Committee/Internal Audit Charter: Amends policy to remove sections on Office of Internal Audit and the Audit Committee, amends title to reflect audits in general, amends sections to reflect current procedures and practices
2. Policy 2-48 Salaries and Compensation: Amends title to be Salaries and Compensation, definitions are removed because they are now in Policy 4-75, amends sections to reflect that salaries and compensation will not be in accordance with the Compensation Plan that is annually approved by the School Board
3. Policy 4-43 Personnel Protection from Sexual Harassment: Repealed because the School Board's policy against sexual harassment and investigation procedures are set forth in other policies and regulations
4. Policy 4-77 Bus Drivers/Driver Assistants: Repealed because these definitions and duties are found in other policies and regulations
5. Policy 4-76 Teacher Assistants: Repealed because the definition and duties are found in other Policies and regulations
6. Policy 4-75 Conditions of Employment: Amended title to Conditions of Employment, moved definitions on licensed personnel, non-licensed personnel, and substitutes to this policy, added sections on health requirements, conditions of employment, probationary periods, etc.
7. Policy 4-90 Substitute Employees: Repealed because definition appears in Policy 4-75
8. Policy 4-92 Summer School Teachers: Amended title and incorporated regulation language into the policy
9. Policy 4-93 Employment of Temporary and Part-Time Employees: Repealed because sections are now incorporated into Policies 4-1 and 2-50
10. Policy 4-94 Exchange Teachers: Repealed because the School Division no longer has this program
11. Policy 4-95 Census Agents: Repealed. These duties are incorporated into other positions or handled through electronic data
12. Policy 6-83 Private Educational Courses: Amended title to be Non-School Division (VBCPS) Sponsored Educational Courses, amended policy to reflect current practices concerning awarding credit for courses taken by students outside of VBCPS and clarified that the School Division will not be responsible for the costs of private educational courses not approved by VBCPS

Source:

Code of Virginia, 1950, as amended, §22.1-253.12:7 School Board Policies.
Policy Review Committee Meetings of October 19, 2017 and November 9, 2017

Budget Impact:

None



VIRGINIA BEACH CITY PUBLIC SCHOOLS
CHARTING THE COURSE

INTERNAL AUDIT CHARTER

Approved by the School Board August 20, 1996
Amended by the School Board September 5, 2000
Amended by the School Board July 15, 2008
Amended by the School Board August 2, 2011

Amended by the School Board December 5, 2017

Internal Audit Charter

Foreword

The School Board of the City of Virginia Beach (School Board) has formed an Audit Committee and has established an Office of Internal Audit, whose reporting responsibility is to the School Board through the Audit Committee. The Audit Committee assists the full School Board in considering internal and external audit matters. This document is intended to define the duties and responsibilities of the Audit Committee and of the Office of Internal Audit and to provide guidance in their execution of duties.

Audit Committee

The Audit Committee is an oversight committee of the School Board, and as such will not take final action on behalf of the full School Board, but will render reports and recommendations for consideration by the full School Board.

The Audit Committee will consist of three to four members appointed by the School Board. Two or three members will be School Board Members. The School Board will appoint one or more citizens of the City of Virginia Beach to serve as the third and/or fourth members. The School Board Chair~~person~~man will be an ex-officio member of the Audit Committee and will serve as a voting member in the event of tie votes. When an appointed Audit Committee member is not able to attend an Audit Committee meeting, the School Board Chair~~person~~man may substitute for that person and exercise voting privileges. While substituting for an appointed member, the Chair~~person~~man may not vote to settle tie votes. Membership continuity is important and consideration should be given to reappointment of current or past Audit Committee members. However, rotation of members who wish service on other committees is also to be considered.

For purposes of Audit Committee meetings, a “quorum” will be defined as a majority of appointed members (See Virginia Code §22.1-73, and §2.2-3701, as amended; School Board By-law 1-41). An Audit Committee meeting cannot be held unless a quorum has been established. In the event that a meeting is held and one of the Audit Committee members present abstains from voting on a particular issue or disqualifies him/herself because of a conflict prior to termination of the meeting, a majority of the remaining members can vote on any issues still before the Audit Committee, provided a majority continues to exist. The meetings of the Audit Committee are subject to the Virginia Freedom of Information Act, as amended.

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The objectives of the Audit Committee include the accumulation of pertinent information about the functioning of the Virginia Beach City Public Schools, ~~about~~ audits and related matters, and to make recommendations to the full School Board for improvements and other needed action. The Audit Committee shall monitor the internal and external audit functions in periodic meetings and receive and review such reports as required. The Audit Committee shall endeavor to become familiar with the accounting practices of the Virginia Beach City Public Schools and upon request shall review the general auditing procedures used by the external auditors, but otherwise it may in good faith rely upon the professional accounting expertise of such auditors.

The primary responsibility for financial and other reporting, internal control, and compliance with laws, regulations, and ethics rests with the School Administration.

The following duties and responsibilities are considered necessary in the achievement of the objectives set forth above by the Audit Committee:

1. Exercise reasonable supervision of the internal and external auditors;
2. Inquire into the effectiveness of the internal auditing methods and procedures;
3. Upon presentation by the Office of Internal Audit, review annually the scope of the internal audit work plan;
4. Receive and review reports of the Office of Internal Audit ~~in accordance with a reporting system approved by the Audit Committee~~ and the School Administration's response to suggestions made by the Office of Internal Audit;
5. Receive and review reports of the external auditors;
6. Review any management letter recommendations issued by external auditors and report thereon to the School Board;
7. Provide an organized communications link between the internal and external auditors and the School Board;
8. Meet as needed and render reports to the School Board on the Audit Committee activities, on the findings and recommendations of the Office of Internal Audit, and on such other matters that should be brought to the immediate attention of the Audit Committee, such as cases of suspected defalcation and fraud; and
9. Timely report to the full School Board material actions or inactions of employees which become known to the Audit Committee which could lead to charges of malfeasance in office by School Board Members for: failure to care for, manage, and control school property; keep school expenditures within appropriated amounts; failure to comply with state and federal law and regulations, Virginia Board of Education Regulations, or School Board policies and ~~the Superintendent's~~ regulations.

Internal Audit Charter

In order to be effective in exercising its functions, the Audit Committee must recognize that direct operational decision-making is the responsibility of School Administration. By avoiding direct involvement in operational details, members of the Audit Committee retain their objectivity and limit the scope of the Audit Ceommittee's function to matters of material significance, thereby providing an effective liaison between the School Board, School Administration, and internal and external auditors.

OFFICE OF INTERNAL AUDIT

Introduction

Internal Auditing, as defined by the Institute of Internal Auditors (the IIA), is an independent, objective assurance and consulting activity designed to add value and improve an organization's operations. It helps an organization accomplish its objectives by bringing a systematic, disciplined approach to evaluate and improve the effectiveness of risk management, control, and governance processes.

~~The Office of Internal Audit has prepared T~~this Internal Audit Charter (Charter) ~~to serve~~ as a guide in the performance of ~~its~~ the Office of Internal Audit's duties, ~~and T~~the School Board has ~~adopted-incorporated~~ this Charter as into School Board Policy ~~3-94- 3-96 by reference~~. This Charter does not include, nor is it intended to include, all of the Office of Internal Audit's duties or responsibilities, as they may exist from time to time.

This Charter:

1. Provides a written record of formally approved policies of the Office of Internal Audit;
2. Provides a basis for the evaluation of the performance of the Office of Internal Audit by the Audit Committee and the School Board; and
3. Serves as a basic document in the organization and administration of the Office of Internal Audit.

Objectives/Responsibilities

The overall objective of the Office of Internal Audit is to assist all members of the Virginia Beach City Public Schools' Aadministration and of the School Board in the effective discharge of their responsibilities by providing them with objective analyses, appraisals, recommendations, and pertinent comments concerning activities reviewed.



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The attainment of this overall objective of service to administration should involve such activities as:

1. Reviewing and appraising the soundness, adequacy, and applications of accounting, financial, and other operating controls, and promoting an effective system of internal controls at a reasonable cost;
2. Ascertaining the extent of compliance by the Virginia Beach City Public Schools and its employees with state and federal law and regulations, Virginia Board of Education regulations, ~~and School Board policies and the Superintendent's~~ regulations, and established ~~policies, plans, and~~ procedures;
3. ~~Determining the extent to which assets are accounted for and safeguarded from losses of all kinds. (Discovery and prevention of fraud, embezzlement, theft, waste, etc.)~~ Detecting fraud within the scope of each audit;
4. Ascertaining the reliability of financial data developed within the organization;
5. Recommending operating improvements;
6. Determining whether an ~~organization or program~~ office or function is achieving its mission, goals, and objectives in an effective manner;
- ~~7. Completing designated financial audits, performance audits, and non-audit services and compliance audits as approved by the Audit Committee;~~
- ~~7. 8. Assessing the School Administration's promotion of compliance by the Virginia Beach City Public Schools with Virginia Board of Education Regulations, School Board policies and the Superintendent's regulations, internal policies and procedures, as well as state and federal laws and regulations;~~
- ~~89.~~ 9. Presenting annually to the Audit Committee a report on the results of operations by the Office, including a summary of audits work performed ~~and the actual or potential affect of audit recommendations;~~
- ~~10.~~ 9. Establishing an annual program of audits reflecting appropriate priority;
- ~~104.~~ Presenting accurate, comprehensive reports to the Audit Committee covering the scope and objectives of assigned audits ~~within the time frame approved;~~
- ~~112.~~ Providing timely follow-up on audit reports sufficient to determine the degree of the School Administration's compliance with major audit recommendations;
- ~~123.~~ Establishing and maintaining constructive working relations with the School Administration ~~through use of interim briefings during the audit process engagement, draft report review and a constructive orientation for reporting;~~
- ~~134.~~ Establishing adequate quality controls to ensure that audit standards are followed;
- ~~145.~~ Having an independent review of the Office performed a minimum of once every three years in accordance with *Government Auditing Standards*. This review should address the quality of work performed; and the Office's compliance with its objectives and audit standards ~~and the effect the Office of Internal Audit has upon the school division;~~ and

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156. Providing a comprehensive continuing professional education program for audit personnel with the training necessary to satisfactorily perform assigned audits.

Generally Accepted Auditing Standards

The American Institute of Certified Public Accountants has promulgated Generally Accepted Auditing Standards (GAAS) through Statements of Auditing Standards, Industry Audit Guides, and other professional releases. The Office of Internal Audit endorses and adopts the use of GAAS.

United States General Accounting Office (GAO) Government Auditing Standards

The GAO has issued standards for audits of government organizations, programs, activities, and functions. The standards pertain to the auditor's professional qualifications, the quality of audit effort, and the characteristics of professional and meaningful audit reports. The standards are generally applicable to and recommended for use by state and local government auditors. The Office of Internal Audit endorses and adopts the use of the GAO *Government Auditing Standards*.

Reporting Responsibilities

The Office of Internal Audit shall report directly to the Audit Committee. For the purpose of administration, the Office of Internal Audit shall report to the Chair~~person~~~~man~~ of the Audit Committee. The Director of the Office of Internal Audit (the Director) shall have direct access to the Audit Committee and to the Superintendent in any instance where the Director believes that such access is needed to fulfill the stated objectives of the Office of Internal Audit.

The Director shall meet with the Audit Committee and the Superintendent on a regularly scheduled basis to discuss:

1. Audit reports issued;
2. The detailed audit work plan for the forthcoming year;
3. ~~Time summaries~~Upcoming audits;
4. Relationships between the Office of Internal Audit and external auditors; and
5. The propriety of any limitations on the scope of internal audits that may be imposed by ~~School A~~administration ~~and~~ employees.

As used herein, the term "external" shall refer to representatives of independent Certified Public Accountants and auditors from organizations ~~—~~governmental or commercial ~~—of~~ outside of the Virginia Beach City Public Schools.

Authority

The Office of Internal Audit shall have unrestricted access to all activities, properties, personnel and records which are relevant to the area under review. Any limitations or restrictions by

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the School Administration will be brought to the attention of the Superintendent by the Committee Chairperson~~full School Board~~.

It is understood that certain items are confidential in nature and special arrangements will be made by the Office of Internal Audit when examining such items.

The Office of Internal Audit shall be entitled to consult School Board Legal Counsel as needed.

Independence

The Office of Internal Audit will maintain a professional and cooperative relationship with the School Administration, in particular, the Superintendent and ~~the cabinet~~senior staff members. However, the Office shall be independent of the Superintendent and School Administration in the performance of its functions as spelled out in this document.

The Office of Internal Audit can be independent only when it can work freely and objectively. Independence, in fact and in appearance, permits an internal auditor to render the impartial and unbiased judgments essential to the proper conduct of any internal audit. To ensure independence, the Office of Internal Audit reports to the Audit Committee, thereby providing unrestricted access to the School Board.

Members of the Office of Internal Audit will not be used in the preparation or reconstruction of accounting systems, data, or records as the objectivity needed to review and report on this information would then be lost.

Involvement in System Planning and Development

The Office of Internal Audit may participate, in an advisory capacity, in the planning, development, implementation, and modification of major computer-based and manual systems to ensure that:

1. Adequate controls are incorporated in systems;
2. Sufficient testing of the system is performed at appropriate stages;
3. System documentation is complete and accurate; and
4. The intended purpose and objective of the system implementation or modification has been met.

An internal auditor participating in such a review should ensure that the extent of participation does not affect independence.

Responsibilities for the Detection of Errors or Irregularities

The Office of Internal Audit ~~has~~ a professional responsibility to conduct ~~reviews~~

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engagements with an attitude of professional skepticism, recognizing that the application of internal auditing procedures may produce evidential matter indicating the possibility of errors or irregularities.

An “error” is an unintentional mistake, including mathematical or clerical mistakes. Errors may occur in the financial statements, in the underlying records, and in accounting data from which the financial statements are prepared. Errors may result from mistakes in the application of accounting principles and oversight or misinterpretation of facts that existed at the time the work was prepared.

An “irregularity” is an intentional distortion of financial statements or the misappropriation of assets owned by the School Board.

The attitude of professional skepticism must be based on the internal auditor's consideration of the degree of internal control in the area under review, the results of audit procedures, and by circumstances that raise questions concerning the integrity of administration in the area under review.

If the Director believes that an error or irregularity may exist in an area under review or in any other area, the Director should consider the implications of such an error or irregularity and determine the extent of any further review. The Director will discuss any major ~~the~~ potential error or irregularity and its disposition with the Audit Committee.

The Office of Internal Audit ~~cannot be~~ is not solely responsible for the detection and prevention of all errors and irregularities which may occur. This is a responsibility shared by the Superintendent and the School Administration. The School Administration is responsible for t~~The~~ control environment of ~~the School Administration~~ Virginia Beach BCity Public Schools, and the internal controls adopted and enforced by the School Administration should provide reasonable assurance that assets are safeguarded, transactions are properly authorized and recorded, and employees comply with laws and regulations. The Office of Internal Audit is responsible to detect errors and irregularities that are significant within the context of the audit objectives.

Cooperation with External Auditors

The coordination of audit efforts should be planned and defined as a part of the scope for proposed audits, so the work of all auditing groups is complementary and will provide a comprehensive, cost-effective audit. The Office of Internal Audit should comment on the adequacy and quality of the external auditors to the Audit Committee.

Audit Work Plan

The Director shall submit annually to the Audit Committee and to the full School Board a work plan for the coming ~~fiscal~~ year. ~~The work plan should indicate the projected allocation of days to each audit area, as well as to the areas such as administrative, vacation, continuing professional education, etc.~~



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—The work plan serves as a guide. The Director can expand or revise the plan, or substitute unplanned activities for planned activities. All pProposed changes in the work plan should be submitted for approval by the Audit Committee.

Unless otherwise directed by the Audit Committee, the Director is free to select the particular audit techniques to be employed, the procedures to be utilized, and the extent of their application.

Audit Reports

At the conclusion of each audit, a report will be ~~issued~~presented to the Audit Committee. The report will be structured ~~as follows~~in accordance with *Government Auditing Standards*. Management's responses to audit recommendations will be included in the audit report.:

- ~~1. Identification of the area audited, the period audited, and the objectives of the examination;~~
- ~~2. Scope of the audit, concisely summarizing the extent of significant audit procedures applied;~~
- ~~3. Findings and recommendations for improvements; concluding on the objectives of the examination, including explanations of significant exceptions noted;~~
- ~~4. Follow up on recommendations of previous audits, specifying those which have been satisfactorily implemented and those which have not been satisfactorily implemented; and~~
- ~~5. Conclusion, summarizing the results of the exit conference.~~

~~The first draft of the report will be issued to the individual(s) responsible for the audited area. An exit conference will be held to explain the report, receive the auditee's response, and to enable the removal of erroneous comments. The audit work and audit report will not be considered final until the receipt by the Office of Internal Audit of the "Response to the Audit Report" by the auditee. Management's responses will be included in the audit report, whenever possible.~~

~~After the audit is finalized, including management's responses, the Office of Internal Audit will issue the report to the Audit Committee, the auditee, and the Superintendent or his designee.~~

After presentation to the Audit Committee, ~~copies of~~ all audit reports issued by the Office of Internal Audit will be made available to all School Board Members. The ~~Director~~Audit Committee Chairperson shall timely notify School Board Mmembers of the availability of each audit report.

~~This may be done by including that information in the minutes of the Audit Committee distributed to School Board Members.~~



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Follow-Up of Audit Recommendations

The Office of Internal Audit will track all major audit recommendations and monitor management's action on each (i.e. implemented or not implemented). The Office of Internal Office will continue to follow-up with each major recommendation until the School Administration has implemented the recommendation or until the Audit Committee advises the Director to cease follow-up of a recommendation.

Investigations

~~The Office of Internal Audit shall be notified by an administrator of the affected school or department in all cases where material assets have or are thought to have been lost through defalcation or other security breaches in the financial and operating systems. Immediately Upon such notification of a case of material assets have or are thought to have been lost through defalcation or other security breaches in the financial and operating systems, the Director will contact the Audit Committee Chairperson with a proposed plan of action from the Office of Internal Audit. should ensure that the full School Board and Superintendent have been notified of the potential loss. The Director should notify law enforcement authorities of defalcations and cooperate with law enforcement authorities as directed by the Audit Committee.~~

~~—The Office of Internal Audit will perform sufficient tests to identify the weaknesses in financial and operating procedures which permitted the loss to occur and recommend improvements to correct any weaknesses.~~

Any investigation of specific events with the objective of recovery and/or prosecution, or the questioning of any individuals outside the Virginia Beach City Public Schools, is the responsibility of the appropriate law enforcement authorities. Any ~~significant~~ report or correspondence issued by the Office of Internal Audit ~~may~~will be ~~timely~~ presented to the full School Board at the discretion of the Audit Committee.

Personnel

The authority to employ or dismiss the professional staff of the Office of Internal Audit will rest with the School Board, at the recommendation of the Audit Committee.

The ultimate quality of the Office of Internal Audit's performance is directly related to the quality of the people employed. The internal audit function should be staffed with qualified and competent individuals.



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Minimum qualifications for each position within the audit function should be established; however, additional experience, training, specialized skills as well as intelligence, adaptability, an inquiring mind, analytical ability, good business judgment, and an ability to communicate with individuals should be considered in the employment process. Minimum requirements for the Director of Internal Audit shall include certified internal auditor (CIA) or certified public accountant (CPA) certification ~~;~~ ~~experience in auditing in an educational setting and/or currently employed in an internal auditor position; a master's degree is preferred.~~ Minimum requirement for each staff auditor will be a bachelor's degree ~~in accounting or business,~~ and a demonstrated willingness to successfully complete the CIA or CPA certification within three years. Failure to obtain CIA or CPA certification within three years may result in termination.

Continuing Professional Education

The need for members of the Office of Internal Audit to stay current on accounting issues and audit techniques is recognized. The Office of Internal Audit will require each staff member to obtain at least ~~the minimum number of 120 hours~~ of continuing professional education (CPE) credits ~~every three year period~~ according to the ~~licensing~~ requirements of the Commonwealth of Virginia, ~~the IIA, and Government Auditing Standards.~~

Evaluation

The Director will submit a ~~signed~~ self-evaluation to the Audit Committee annually for review. The Audit Committee will ~~submit the evaluation with recommendations for~~ make revisions, if any, ~~then present the final evaluation to the Director. The Audit Committee Chairperson will inform~~ ~~submit the final evaluation to~~ the School Board ~~of the results of the evaluation. At its discretion the School Board may~~ for review and discuss ~~the evaluation~~. The Director will be responsible for the annual evaluation of all internal professional and clerical staff.

Quality Assurance Review

The Office of Internal Audit recognizes the benefits to be derived from a quality assurance review of the internal audit function. ~~The Director will contract for an external peer review of the Office of Internal Audit in accordance with Government Auditing Standards. The Audit Committee will solicit assistance from qualified external sources on a periodic basis.~~ This ~~peer~~ review should ~~be made in accordance with applicable professional standards and should~~ result in a written report to the Audit Committee. The Audit Committee will subsequently monitor the progress of ~~any~~ corrective actions necessitated by the report.

~~Audit Recommendations Follow-Up System~~Of Audit Recommendations

~~All audit recommendations will be entered into the Audit Recommendation Follow-Up~~



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~~System (ARFUS). This system is intended to monitor the administration's responses to the audit recommendations. The Office of Internal Audit will track all major audit recommendations and monitor management's action on each (i.e. implemented or not implemented). Throughout the year, administration will report to the Audit Committee, through the Office of Internal Audit, the status of each recommendation. The Office will continue to follow up with each major recommendation until administration has implemented the recommendation or until the Audit Committee advises the Director to cease follow-up of a recommendation.~~

~~On a quarterly basis, administration will report to the Audit Committee, through the Office of Internal Audit, the status of each recommendation. The status of each recommendation (i.e., implemented or not implemented) will be monitored in ARFUS.~~

~~Should administration not agree with a recommendation, it will nevertheless be entered into ARFUS. The Audit Committee will then hear the recommendation, and then either direct administration to respond to the comment or direct the Office of Internal Audit to delete the comment from ARFUS.~~

Approved by School Board: August 20, 1996
Amended by School Board: September 5, 2000
Amended by School Board: July 15, 2008
Amended by School Board: August 2, 2011
Amended by School Board:

APPROVED AS TO
LEGAL SUFFICIENCY

Kamala H. Larrick

BUSINESS AND NONINSTRUCTIONAL OPERATIONS

Office of Internal Audit and the Audit Committee

The School Board has established the Office of Internal Audit in accordance with the Internal Audit Charter and authorizes the School Board Audit Committee to oversee the work of the Office of Internal Audit and assist the full School Board in considering internal and external audit matters.

A. Office of Internal Audit

The Office of Internal Audit shall report directly to the Audit Committee and through the Audit Committee to the full School Board as set forth in this Policy and the Internal Audit Charter. The School Board shall appoint the Director of the Office of Internal Audit. The Director shall oversee all work of the Office and report to the Chair of the Audit Committee. The Director is authorized to hire staff members and interns with the approval of Audit Committee. The Office of Internal Audit responsibilities include audits of all School Board programs, school activity accounting and fiscal matters as directed by the Audit Committee.

B. Audit Committee/Internal Audit Charter

The School Board Audit Committee will be appointed and perform the duties as set forth in the Bylaws and the Internal Audit Charter. The Audit Committee shall timely report to the full School Board material actions or inactions of school employees that become known to the Audit Committee and that could lead to charges of malfeasance in office by School Board Members including, but not limited to: failure to care for; manage and control school property; failure to keep school expenditures within appropriated amounts; and failure to comply with state or federal statutes, Virginia Board of Education regulations School Board policy or regulation. The Internal Audit Charter as adopted, and as revised from time to time by the School Board, is incorporated by reference into this Policy.

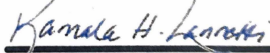
Editor's Note

See The Internal Audit Charter (link to Charter)

See School Board Bylaw 1-28 Committees, Organizations and Boards – School Board Member assignments

Adopted by School Board:

APPROVED AS TO
LEGAL SUFFICIENCY



BUSINESS AND NONINSTRUCTIONAL OPERATIONS

Audits /~~Audit Committee/Internal Audit Charter~~

A.- Public Funds

The fiscal records of the ~~S~~school ~~D~~division shall be audited by a certified public accountant ~~ingant firm~~ whose services shall be procured by competitive negotiation. The ~~firm~~ ~~Director of Business Services~~ shall timely provide ~~a copy of~~ the External Auditors Opinion on the Comprehensive Annual Financial Report (CAFR) and management letter to the Internal Auditor who shall timely provide ~~them~~ ~~copies~~ to each ~~Audit Committee~~ ~~School Board~~ ~~M~~member. The Director of Business Services will provide the External Auditor's Opinion and the management letter copies to each School Board Member.

B. School Activity Funds (Internal Accounts)

Internal accounts of the individual schools shall be audited each year by a certified public accountant (CPA) or certified internal auditor (CIA). ~~After review and approval by the Audit Committee a copy of the audit report shall be filed in the Office of Internal Audit.~~

C. Textbook Funds

Textbook funds shall be audited as mandated by Virginia Board of Education regulations.

D. Cafeteria Accounts

Cafeteria funds shall be accounted for in separate accounts and shall be audited each year. After review and approval by the ~~School B~~board a copy of the audit reports shall be filed in the ~~O~~ffice of the Superintendent. ~~These audits are subject to periodic review by federal auditors as provided under the National School Lunch Act.~~

E. Federal Funds

Each grant of federal funds shall be accounted for separately in accordance with the agreement under which the funds were received. ~~An audit shall be conducted in accordance with generally accepted auditing standards and the Single Audit Act as amended from time to time and the federal regulations promulgated thereunder, and the report shall be submitted to the~~ Audit Committee ~~board~~ for review.

F. Special Audits

There shall be a special audit of individual school accounts at the request of the ~~Audit Committee~~ ~~School Board~~, and whenever there is a change in principal or bookkeeper.

G. Internal Auditors

~~The Office of Internal Audit shall report directly to the Audit Committee and through the Audit Committee to the full School Board. For the purpose of administration, the Office of Internal Audit shall report to the Chairman of the Audit Committee. The Office responsibilities include audits of all School Board programs, school activity accounting and fiscal matters as directed by the Audit Committee.~~

H. Audit Committee/Internal Audit Charter

~~The Audit Committee shall timely report to the full School Board material actions or inactions of school employees that become known to the Audit Committee and that could lead to charges of malfeasance in office by School Board Members including, but not limited to: failure to care for, manage and control school property; failure to keep school expenditures within appropriated amounts; failure to comply with State or Federal statutes, Virginia Board of Education regulations, School Board Policy or Division Regulations. The Internal Audit Charter as adopted, and as revised from time to time by the School Board, is incorporated by reference into this Policy. ([Link to Internal Audit Charter](#))~~

Editor's Note

See also School Board [Policy 3-51](#), School Activity Funds/Internal Accounts.
See also School Board [Regulation 2-15.1](#), Superintendent's Communication Plan, ~~Section E.~~

Legal Reference:

~~Code of Va., § 2.1-167. Auditor to perform services for counties, cities, school divisions and certain towns.~~

~~Virginia Board of Education Regulations Governing School Activity Funds, [§ VAC 20-240-10 et seq.](#), [as amended](#)~~

~~Board of Education Regulations Governing Textbook Fund Management and Handling on the Local Level, § VAC 20-270-10 et seq.~~

~~Code of Virginia, § 22.1-79, [as amended](#). Powers and [Duties](#).~~

~~Code of Virginia, § 22.1-89, [as amended](#). Management of [Funds](#).~~

~~Code of Virginia, § 22.1-91, [as amended](#). Limitation on [Expenditures](#); [penalty](#).~~

~~Code of Virginia, § 22.1-115, [as amended](#). System of [Accounting](#), [statements of funds available](#); [classification of expenditures](#).~~

Adopted by School Board: February 16, 1993
Amended by School Board: October 19, 1993
Amended by School Board: April 16, 1996

Amended by School Board: June 20, 2000
Amended by School Board: September 5, 2000
Approved by the Board per communication of March 12, 2003

Amended by School Board:

APPROVED AS TO
LEGAL SUFFICIENCY

Kamala H. Larratti

ADMINISTRATION

Salaries and Compensation-Conditions of Employment/Generally

A. **Conditions of Employment**

All applicants or employees are responsible for providing evidence of required licensure, certification or other qualifications for their positions. Failure to maintain required licensure, certification or other qualifications will constitute a breach of any employment contract or agreement with the School Board that adversely affects the business and operations of the School Division. An applicant may be subject to withdrawal of an employment offer or an employee may be disciplined up to and including termination for failing to maintain licensure, certification or other qualifications. Employees are subject to all conditions of the employment contract or agreement including any special covenants or other conditions imposed by the School Board or state or federal agencies.

B. **Licensed Personnel**

1. Licensed personnel will be issued annual probationary contracts until they have met the criteria for a continuing contract. Licensed personnel who have met the criteria for a continuing contract with the School Board will receive a continuing contract their first years of eligibility and will receive employment notification/assignment forms each following school year unless their continuing contracts are otherwise terminated.
2. Assistant Principals, Principals and Supervisors who require licenses in accordance with Virginia Department of Education Regulations will receive annual probationary contracts until they meet the criteria for a continuing contract in their positions.
3. All regular school bus drivers will be issued annual written employment agreements/contracts with the School Board in accordance with Virginia Department of Education Regulations.
4. The School Board may enter into written employment agreements/contracts with other employees when the School Board determines that such an arrangement is beneficial to the School Division.

C. **Other Employees**

All other employees will be given an annual employment agreement upon hiring and will receive employment notifications/assignment forms for each year thereafter upon approval of the School Board. Employees with employment agreements or annual assignments do not have a guarantee of employment and remain at will employees.

D. **Coaching or Extracurricular Sponsorship Contracts**

~~The coaching contract or extracurricular activity sponsorship contract shall be separate and apart from the annual or continuing contract or employment agreement. Termination of the coaching contract or extracurricular activity sponsorship contract shall not constitute cause for the termination of the annual or continuing contract or employment agreement.~~

E. ~~Contracts or Employment Notification/Assignment Forms~~

~~Contracts or employment notification/assignment forms are approved by the School Board upon the recommendation of the Superintendent. The School Board grants to the Superintendent or designee the authority to offer contracts or employment agreements subject to final approval by the School Board. The Superintendent shall specify in any offer that final approval is required by the School Board.~~

F. ~~Background Check Required~~

~~The Superintendent shall require that all applicants, whether full-time or part-time, permanent or temporary, submit to fingerprinting and provide personal descriptive information to obtain criminal history record information for the purpose of screening individuals who accept employment with the School Board. The Superintendent or his/her designee shall forward the personal descriptive information through the Central Criminal Records Exchange to the Federal Bureau of Investigation for the purpose of obtaining criminal history record information regarding such applicant. As a condition of employment, the Superintendent or designee may require that any employee submit to another background check.~~

~~The Superintendent or his/her designee shall require that any applicant who is offered or accepts employment requiring direct contact with students provide written consent and the necessary personal information to obtain a search of the registry of founded complaints of child abuse and neglect maintained by the Virginia Department of Social Services. The Superintendent shall thereafter request a search of the records of the Virginia Department of Social Services to be conducted for each such applicant. When the applicant has resided in another state within the last five years, the School Board shall require as a condition of employment that such applicant provide written consent and the necessary personal information for the School Board to obtain information from each relevant state as to whether the applicant was the subject of a founded complaint of child abuse or neglect in such state.~~

~~The Superintendent or his/her designee shall also require that each applicant or employee, whether full-time or part-time, permanent or temporary, certify that he or she has not been: 1) convicted of a felony, or any offense involving sexual molestation, physical or sexual abuse or rape of a child, or of a crime of moral turpitude; and 2) has not been the subject of a founded case of child abuse and neglect. Falsification of such certification will constitute grounds for withdrawal of an offer of employment or discipline up to and including termination.~~

G. ~~Salaries and Compensation~~

Salary and compensation will be determined by the School Board in the Compensation Plan or as otherwise determined by the School Board. Regulations governing salaries will be promulgated by the Superintendent. No base compensation/salary rate will be paid unless contained in the Compensation Plan (except as outlined [below](#) in section H of this Policy) developed annually by the

Superintendent in accordance with the current operating budget, School Board directives, or written regulations promulgated by the Superintendent; or, such compensation is separately submitted to and approved by the School Board.

H. ~~A.~~ Exceptions

The Superintendent or his/her designee is authorized to provide a salary and/or benefit options which addresses compression, equity and competition for individuals with critical knowledge, skills, and expertise; provided the given base salary is within the approved Compensation Plan developed annually, and is in accordance with the current operating budget.

Appropriate written notification of such actions where the base salary is beyond the pay range shall be made by the Superintendent or his/her designee to the School Board.

Legal Reference:

~~Code of Virginia § 19.2-389, as amended. Dissemination of Criminal history record information.~~

~~Code of Virginia § 19.2-390.1, as amended. Sex offender and Crimes Against Minors Registry; maintenance; access.~~

~~Code of Virginia § 22.1-296.2, as amended. Fingerprinting required; reciprocity permitted.~~

~~Code of Virginia § 22.1-293, as amended. School boards authorized to employ principals and assistant principals; license required; powers and duties.~~

~~Code of Virginia § 22.1-294, as amended. Probationary terms of service for principals, assistant principals and supervisors; evaluations; reassigning principal, assistant principal, or supervisor to teaching position.~~

~~Code of Virginia § 22.1-296.1, as amended. Data on convictions for certain crimes and child abuse and neglect required; penalty.~~

~~Code of Virginia § 22.1-296.4, as amended. Child abuse and neglect data required.~~

~~Code of Virginia § 22.1-299, as amended. License required of teachers.~~

~~Code of Virginia § 22.1-300, as amended. Tuberculosis certificate.~~

~~Code of Virginia § 22.1-302, as amended. Written contracts required; execution of contracts; qualifications of temporarily employed teachers; rules and regulations.~~

~~Code of Virginia § 22.1-303, as amended. Probationary terms of service for teachers.~~

Editor's Note:

See School Board Policies [4-56](#), [4-75](#), and [4-90](#) for conditions of employment for licensed, classified, and substitute personnel.

See School Board Policy [4-5](#) for requirement that employees notify Superintendent when

~~charged with crimes.~~

See School Board Regulation [2-48.1](#), Salary Adjustments for Promotions/Demotions.

Adopted by School Board: October 20, 1992
Amended by School Board: September 15, 1998
Amended by School Board: March 21, 2000
Amended by School Board: June 11, 2002
Amended by School Board: May 9, 2006
Amended by School Board: November 9, 2010
Amended by School Board: December 3, 2013

Amended by School Board:

APPROVED AS TO
LEGAL SUFFICIENCY

Kanada H. Lencetti



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PERSONNEL

Personnel Protection from Sexual Harassment

A. Policy

- ~~1. The school board, in law and in spirit, is committed to providing a work environment conducive to the performance of job duties and free from intimidation or coercion in any form.~~
- ~~2. As an employer, the board is dedicated to a stringent policy against discrimination. It is the intent of this policy to further detain a specific form of discrimination; that of harassment on the basis of sex.~~
- ~~3. Sexual harassment is an unlawful employment practice which when found could subject the board to financial liability. The board intends to avoid such liability by prohibiting the practice of sexual harassment and requiring that its employees refrain from conduct which gives rise to allegations of sexual harassment.~~
- ~~4. The division superintendent shall develop regulations which ensure that all employees are able to work in an environment free from sexual harassment.~~

B. Responsibility

- ~~1. Administrative and supervisory employees are responsible for the consistent application of this policy and any implementing regulations within their respective areas of authority.~~
- ~~2. Division administrative and supervisory employees have a duty to investigate allegations of sexual harassment and take immediate and appropriate corrective action. Administrative and supervisory employees who allow sexual harassment to continue or fail to take appropriate corrective action shall be considered a party to the act of behavior, even though they may not behave in such a manner. Such personnel shall also be subject to corrective action. Depending on the circumstances, such corrective action measures may result in demotion from a supervisory position or dismissal from division service.~~
- ~~3. In an effort to eliminate and avoid sexual harassment, the superintendent shall take affirmative steps to sensitize all employees to the unlawful nature of sexual harassment and express strong disapproval of such conduct. These efforts are subject to the review of the school board.~~
- ~~4. Sexual harassment is a work-related problem. While avenues of redress are available through the U.S. Equal Employment Opportunity Commission, effective relief is also available within the division for teachers under school~~

board ~~policy 4-3~~ Grievance Procedures and its implementing regulations
and for other employees under division ~~regulation 4-3.2~~.

Legal Reference:

Title VII, Civil Rights Act of 1964 as amended.

Code of Federal Regulations. Title 29, Chapter XIV, § 1604.11, Sexual Harassment (1980)

Katz v. U.S. Department of Transportation, 4th Circuit Court of Appeals (June 2, 1983).

Meritor Savings Bank v. Vinson., 106 S. Ct. 2399 (1986).

~~Adopted by School Board: October 21, 1986~~

~~Amended by School Board: August 21, 1990~~

~~Amended by School Board: July 16, 1991~~

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



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Kamala H. Lanreki

PERSONNEL

Bus Drivers/Driver Assistants

A. Bus Drivers

1. Qualifications

~~All bus drivers shall meet the requirements of the State of Virginia and the school board.~~

2. Duties and Responsibilities

~~The School Administration shall define the responsibilities of each bus driver and be assured that such driver fully understands his/her obligations and responsibilities.~~

B. Driver Assistants

~~The School Administration shall define the responsibilities of each driver assistant and be assured that such driver assistant fully understands his/her obligations and responsibilities.~~

Editor's Note

~~See School Division Regulation 4-77.1.~~

Legal Reference

~~Code of Virginia § 22.1-178, as amended. Requirements for persons employed to drive school buses.~~

~~Code of Virginia § 46.2-340, as amended. Information concerning school bus drivers and driver education instructors.~~

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

~~Amended by School Board: October 4, 2016~~

Repealed by School Board:

APPROVED AS TO
LEGAL SUFFICIENCY

Kamala H. Lencetti

PERSONNEL

Classified Personnel: Teacher Assistants

A. Classroom Teacher Assistants

~~The school board, upon the recommendation of the superintendent, shall employ classroom teachers assistants to aid teachers with their duties. The teacher may assign supplemental assignments to their assistants.~~

~~The qualifications, duties and responsibilities of teacher assistants shall be defined in job descriptions developed by the superintendent, or a designee. Federally funded assistants are subject to federal guidelines.~~

B. Clerical, Library, Health and Other Assistants

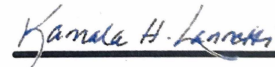
~~Assistants under these classifications shall be employed under the same conditions as are classroom assistants. They shall be assigned to assist in various departments and shall be made responsible to the person in charge of their assigned department.~~

-

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

Repealed by the School Board:

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PERSONNEL

Classified Personnel: Conditions of Employment

A. General qualifications

All applicants and employees must meet or exceed the necessary knowledge, skills, and abilities to perform the functions of his/her job as outlined in the position's job description. All positions require the basic ability to read/understand/speak English.

Employees are subject to all conditions of the employment contract or agreement including any special covenants or other conditions imposed by the School Board or state or federal agencies.

B. Licensed Employees

All applicants or employees are responsible for providing evidence of required licensure, certification, or other qualifications for their positions. Employees shall be required to provide proof of baccalaureate degree, major, concentration, or graduate degrees, and field of discipline. Educational transcripts are required as evidence of eligibility for Virginia Licensure.

Failure to maintain required licensure, certification, or other qualifications will constitute a breach of any employment contract or agreement with the School Board that adversely affects the business and operations of the School Division. An applicant may be subject to withdrawal of an employment offer or an employee may be disciplined up to and including termination for failing to maintain licensure, certification, or other qualifications.

1. Instructional personnel whose positions require licenses issued by the Virginia Department of Education will be issued annual probationary contracts until they have met the criteria for a continuing contract. Licensed instructional personnel who have met the criteria for a continuing contract with the School Board will receive a continuing contract their first year of eligibility and will receive employment notification/assignment forms each following school year unless their continuing contracts are otherwise terminated.
2. Assistant Principals, Principals, and Supervisors/Coordinators who require licenses in accordance with Virginia Department of Education Regulations will receive annual probationary contracts until they meet the criteria for a continuing contract in their positions.
3. The School Board may enter into written employment agreements/contracts with other individuals when the School Board determines that such an arrangement is beneficial to the School Division.

C. Non-licensed Employees

1. All regular school bus drivers will be issued annual written employment agreements/contracts with the School Board in accordance with Virginia Department of Education Regulations.
2. All other employees will be given an annual employment agreement upon hiring and will receive employment notifications/assignment forms for each year thereafter upon approval of the School Board. Employees with employment agreements or annual assignments do not have a guarantee of employment and remain at will employees.

D. Substitute Employees

The Superintendent is authorized to employ substitutes for certain certified and classified personnel at an hourly rate established by the School Board as published in the Annual Compensation Plan. Persons employed as substitute teachers must have a minimum of thirty (30) credit hours of college study. In an emergency, the Superintendent or designee may approve the employment of substitute teachers who do not meet this requirement, but who are otherwise competent to perform the needed service, at least twenty-one (21) years of age, and hold a high school diploma or a general education development (GED) certificate.

Qualifications for other categories of substitute employees will be determined by the Superintendent and will be in accordance with law and Virginia Board of Education regulations as applicable.

Substitute employees shall be employed and paid on an hourly basis and for a minimum of two (2) hours. They shall not be given a contract. Substitute employees shall receive no leave benefits (e.g., sick leave, annual leave, and personal reasons leave) or other employee benefits except for the Employee Assistance Program, Tax-Sheltered Accounts 403(b), the Deferred Compensation 457 plan and health coverage if deemed eligible as defined by the Employer Mandate of the Patient Protection and Affordable Care Act.

E. Contracts or Employment Notification/Assignment Forms

Contracts or employment notification/assignment forms are approved by the School Board upon the recommendation of the Superintendent. The School Board grants to the Superintendent or designee the authority to offer contracts or employment agreements subject to final approval by the School Board. The Superintendent shall specify in any offer that final approval is required by the School Board.

F. Coaching or Extracurricular Sponsorship Contracts

Coaching contracts or extracurricular activity sponsorship contracts shall be separate and apart from annual or continuing contracts or employment agreements. Termination of the coaching contract or extracurricular activity sponsorship contract may occur at any time. Such termination shall not constitute cause for the termination of the annual or continuing contract or employment agreement.

A. General Qualifications

- ~~1. Skills. The person employed must have sufficient language, mechanical, computational, and clerical skill to perform his/her basic tasks~~

~~without close supervision.~~

~~2. Maturity. The person employed must have reasonable emotional balance and self-control.~~

~~3. Facility in Dealing with Others. The person employed must enjoy working with other people and must have a natural ease in dealing with students, supervisors, staff and members of the public with whom he/she will be in contact.~~

~~4. Understanding of Job Function. The person employed must have or be able to develop very readily a clear understanding of the function of his/her job in operating the school division.~~

~~B. Characteristics of Positions~~

~~1. Critical. Types of positions in which the cost of errors is high. The cost may be in terms of monetary loss, damaged public relations, or disturbed personality (as with students).~~

~~2. Less Critical. Types of positions in which the cost of errors is low.~~

~~C. Selection of Employees~~

~~1. Critical Positions. Persons selected must be outstanding in each one of four general qualifications listed above. They may be required to have had experience in the type of work they are to do or to be at a certain age level. Persons selected for critical secretarial and clerical positions may be required to have had college training.~~

~~2. Less Critical Positions. Persons selected must possess each one of the four general qualifications listed above. They shall not be required to have had college training, past experience or age beyond that needed for high school graduation.~~

GD. Conditions of Work

The Superintendent, or a designee, shall establish work schedules, provisions for absences and other conditions of work in keeping with School~~the B~~board's policies.

HE. Background Check Required

The Superintendent shall require that all employees, whether full-time or part-time, permanent or temporary, submit to fingerprinting and provide personal descriptive information to obtain criminal history record information for the purpose of screening individuals who accept employment in the division.

The Superintendent shall forward the personal descriptive information through the Central Criminal Records Exchange to the Federal Bureau of Investigation for the purpose of obtaining criminal history record information regarding such employee.

The Superintendent shall require that any applicant who is offered or accepts employment requiring direct contact with students provide written consent and the necessary personal information to obtain a search of the registry of founded complaints of child abuse and neglect maintained by the Department of Social Services. The Superintendent shall

thereafter request a search of the records of the Department of Social Services to be conducted for each such applicant.

The Superintendent shall also require that each employee, whether full-time or part-time, permanent or temporary, certify that he or she has not been: (1) convicted of a felony, a crime of moral turpitude, or any offense involving the sexual molestation, physical or sexual abuse or rape; and (2) has not been the subject of a founded case of child abuse and neglect.

Substitute employees ~~hired after December 21, 1999~~, may be permitted to work pending the results of the Federal Bureau of Investigation background investigation and Department of Social Services search of the registry of founded complaints if the following conditions are met:

1. The School Division has successfully completed a state and local police background check for the individual; and
2. The School Division has successfully completed a check of the sex offender website and the sex offender and crimes against minors registry for the individual; and
3. The School Division requires the individual to serve in the presence of an employee who has successfully completed the Federal Bureau of Investigation background investigation and the Department of Social Services search of the registry of founded complaints.

I. Health Requirements

All persons selected for employment shall submit a certificate signed by a licensed physician stating he/she is free of communicable tuberculosis.

J. Probationary Periods

1. Instructional: Although contracts for probationary instructional personnel are issued for one (1) year only, the first three (3) years of a person's employment shall be considered a probationary period for new personnel. The School Board authorizes the Superintendent or designee to extend a probationary period up to five (5) years total for an individual employee.

a. All probationary employees, except those with prior successful teaching experience, shall be provided with a mentor teacher during their first year. Further, probationary employees will be given extra supervision and assistance in adjusting to their new positions, and particular attention will be given to a continuing evaluation of their efficiency.

b. Probationary teachers shall annually be evaluated using the procedures developed by the School Board. The Superintendent shall consider each annual evaluation of a probationary employee in the nonrenewal process. If a teacher's annual performance evaluation during the probationary period is unsatisfactory, the School Board shall not reemploy such teacher.

c. Teachers who have attained continuing status in another public school division in Virginia shall serve a probationary period of no less than one (1) year and not to exceed two (2) years in the School Division before

attaining continuing contract status. Such probationary period shall be a part of the initial contract.

2. Non-instructional: All employees, other than those subject to §§ 22.1-303 and 22.1-294 of the Code of Virginia, shall serve a twelve-month probationary period. The probationary period can be extended up to six (6) additional months under certain circumstances (see Policy 4-1). The total probationary period shall not exceed 18 months.

Legal Reference:

Code of Virginia, § 19.2-389, as amended. Dissemination of criminal history record information.

Code of Virginia, § 22.1-296.2, as amended. Fingerprinting required.

Immigration Reform and Control Act of 1986.

Code of Virginia, § 22.1-296.1, as amended. Data on convictions for child abuse or molestation required.

Code of Virginia, § 22.1-296.4, as amended. Child abuse and neglect data required.

Code of Virginia, § 19.2-390.1, as amended. Sex offender and crimes against minors registry; maintenance; access.

Code of Virginia, § 19.2-390.2, as amended. Automatic notification of registration to certain entities.

State of Virginia Sex Offender Registry: <http://sex-offender.vsp.state.va.us>.

Editor's Note

Employers are required to verify that all employees hired after November 6, 1986 are U.S. citizens or aliens authorized to work.

For conditions of employment generally, see School Board [Policy 2-48](#).

For conditions for employment of licensed and substitute personnel, see School Board [Policies 4-56](#) and [4-90](#).

For requirement that employees notify superintendent when charged with crimes, see School Board [Policy 4-5](#).

[For probationary requirements, see School Board Policy 4-1](#)

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

Amended by School Board: March 21, 2000

Amended by School Board

APPROVED AS TO
LEGAL SUFFICIENCY


Kamala H. Lennetti

The above policy combines parts of Policies 4-75, 2-48, & 4-90

PERSONNEL

Substitute Employees

A. Generally

~~The Superintendent is authorized to employ substitutes for certain certified and classified personnel at an hourly rate established by the Board as published in the Annual Compensation Plan.~~

B. Background Check Required

~~The Superintendent shall require that all employees, whether full-time or part-time, permanent or temporary, submit to fingerprinting and provide personal descriptive information to obtain criminal history record information for the purpose of screening individuals who accept employment in the division.~~

~~The Superintendent shall forward the personal descriptive information through the Central Criminal Records Exchange to the Federal Bureau of Investigation for the purpose of obtaining criminal history record information regarding such employee.~~

~~The Superintendent shall require that any applicant who is offered or accepts employment requiring direct contact with students provide written consent and the necessary personal information to obtain a search of the registry of founded complaints of child abuse and neglect maintained by the Department of Social Services. The Superintendent shall thereafter request a search of the records of the Department of Social Services to be conducted for each such applicant.~~

~~The Superintendent shall also require that each employee, whether full-time or part-time, permanent or temporary, certify that he or she has not been: (1) convicted of a felony, a crime of moral turpitude, or any offense involving the sexual molestation, physical or sexual abuse or rape of a child; and (2) has not been the subject of a founded case of child abuse and neglect.~~

~~Substitute employees hired after December 21, 1999, may be permitted to work pending the results of the Federal Bureau of Investigation background investigation and Department of Social Services search of the registry of founded complaints if the following conditions are met:~~

- ~~1. The division has successfully completed a state and local police background check for the individual; and~~
- ~~2. The division has successfully completed a check of the sex offender website and the sex offender and crimes against minors registry for the individual; and~~
- ~~3. The division requires the individual to serve in the presence of an employee who has successfully completed the Federal Bureau of Investigation background investigation and the Department of Social Services search of the registry of founded complaints.~~

C. Qualifications

Persons employed as substitute teachers must have a minimum of 30 credit hours of college study. In an emergency, the Superintendent or designee may approve the employment, as substitute teachers, of those persons who do not meet this requirement, but who are otherwise competent to perform the needed service and who are at least twenty-one (21) years of age and hold a high school diploma or a general education development (GED) certificate.

Qualifications for other categories of substitute employees will be determined by the Superintendent and will be in accordance with law and Board of Education regulations as applicable.

BD. Compensation

1. Rate of Pay

Substitute employees shall be employed and paid on an hourly basis and for a minimum of two (2) hours. They shall not be given a contract.

2. Benefits

Substitute employees shall receive no fringe leave benefits (e.g., sick leave, annual leave, and personal reasons leave) or other employee benefits except for the Employee Assistance Program, Tax Sheltered Accounts 403(b), the Deferred Compensation 457 plan and health coverage if deemed eligible as defined by the Employer Mandate of the Patient Protection and Affordable Care Act.

E. Health Requirements

A person employed as a substitute shall submit a certificate signed by a licensed physician or a registered nurse stating that he/she appears free of communicable tuberculosis.

Editor's Note

See School Board Policy 2-48 for conditions of employment generally.

See School Board Policies 4-56 and 4-75 for conditions of employment for licensed and classified employees.

See School Board Policy 4-5 for requirement that employees notify Superintendent when charged with crimes.

See school division website: www.vbschools.com.

See VBCPS Annual Compensation Plan.

Legal Reference:

Code of Va., § 22.1-299. License required of teachers.

Code of Va., § 22.1-302. Written contracts required; execution of contracts; rules and regulations.

~~Code of Va., § 22.1-296.1. Data on convictions for child abuse or molestation required.~~

~~Code of Va., § 19.2-389. Dissemination of criminal history record information.~~

~~Code of Va., § 22.1-296.2. Fingerprinting required.~~

~~Code of Va., § 22.1-296.4. Child abuse and neglect data required.~~

~~Code of Va., § 19.2-390.1. Sex offender and crimes against minors registry; maintenance; access.~~

~~Code of Va., § 19.2-390.2. Automatic notification of registration to certain entities.~~

~~State of Virginia Sex Offender Registry: <http://sex-offender.vsp.state.va.us>.~~

~~Code of Va., § 22.1-300. Tuberculosis certificate.~~

~~Adopted by School Board: October 21, 1969~~

~~Amended by School Board: August 21, 1990~~

~~Amended by School Board: July 16, 1991~~

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

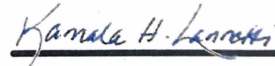
~~Amended by School Board: November 3, 1998~~

~~Amended by School Board: March 21, 2000~~

~~Amended by School Board: June 8, 2004~~

~~Repealed by School Board:~~

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PERSONNEL

Summer School Teachers Assignment and Placement

In making teaching assignments for summer school, current teaching assignment, prior summer school experience, or other areas of extensive experience will be considered. Experience in teaching the subject/course for the immediate past regular school year is preferred. The principal/program coordinator retains the right to make the final assignment.

An announcement regarding the type of teaching positions that will be available for summer school will normally be provided by April 15. Employees who submit applications and who are not notified of having received a summer school position by June 1 shall be notified that they have been denied a position or have been placed on an approved list from which any additional positions will be staffed.

Summer School Teachers

A. Qualifications

~~The minimum qualifications of summer school teachers shall be the same in all respects as those required for the regular session. All summer school teachers must be licensed for the area in which they are employed and meet all the requirements for state licensure, and the No-Child Left Behind Act (NCLB).~~

B. Assignment/Placement

~~In making teaching assignments for summer school, current teaching assignment, prior summer school experience, or other areas of extensive experience will be considered. Experience in teaching the subject/course for the immediate past regular school year is preferred. The principal/program coordinator retains the right to make the final assignment.~~

~~Upon final validation of credentials by the Department Office of Human Resources, principals/program coordinators will make staffing selections based on the preferences expressed by applicants and summer program needs.~~

C. Compensation

~~1. Summer school teachers will be compensated at an hourly rate determined by the School Board and published in the Annual Compensation Plan.~~

Editor's Note

See School Division website: www.vbschools.com.

See VBCPS Annual Compensation Plan

Legal Reference:

~~No-Child Left Behind Act of 2001.~~

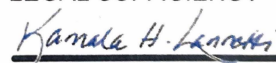
Adopted by School Board: July 13, 1993 (Effective August 14, 1993)

Amended by School Board: April 2, 1996

Amended by School Board: June 8, 2004

Amended by School Board:

APPROVED AS TO
LEGAL SUFFICIENCY


Kamala H. Larrick

Recommend Deleting - #1 is already in 4-1 and #2 is in 2-50

PERSONNEL

Employment of Temporary and Part-Time Employees

1. Definitions

1. Temporary Employee

A temporary employee is one who is employed for a specified purpose over a limited period of time.

2. Part-time Employee

A part-time employee is defined as a School Board employee ~~one~~ who is scheduled to actually work less than thirty-five (35) hours per consecutive workweek, except for those employees working less than thirty-five hours specifically designated as full-time in School Board [Policy 4-1](#).

2. Authority to Hire

The Superintendent is authorized to hire temporary and part-time employees in all job categories as supported by the budget, except for employees assigned to the administrative pay scale. The Superintendent may hire temporary and part-time administrators as supported by the budget positions for no more than ninety (90) days without approval of the School Board.

When hiring temporary and part-time administrators, the Superintendent shall require the employee to sign a written agreement clearly setting forth the terms and conditions of employment which agreement may do so by reference to Board policy or regulation and which clearly states school employment will cease absent formal School Board action to approve further employment within ninety (90) days. When hiring other temporary and part-time employees the Superintendent shall require the employee to sign an agreement clearly setting forth the terms and conditions of employment which agreement may do so by reference to Board policy or regulation.

Editor's Note

See School Board [Policy 4-90](#) Substitutes

See School Board [Policy 4-1](#) Definitions

See School Board [Policy 4-93](#) Temporary Employees

See School Board [Policy 2-50](#) Administrative Employees

Approved by School Board: September 7, 1999

Repealed by School Board:

APPROVED AS TO
LEGAL SUFFICIENCY

Kamala H. Lenoir

PERSONNEL

Exchange Teachers

When teachers come to the school division on an exchange basis, the superintendent may waive the requirements of the policies and regulations relative to appointment, procedures and qualifications within the limitations of state law and subject to the approval of the school board.

-

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

Repealed by School Board:

APPROVED AS TO
LEGAL SUFFICIENCY

Kamala H. Lanetti

DELETED

PERSONNEL

Census Agents

A. Appointment

~~Agents and the director for the triennial census of school population shall be appointed by the school board upon the recommendation of the division superintendent.~~

B. Compensation and Expenses

~~The board shall establish compensation rates and allowances for travel during the preparation of the budget for the fiscal year in which the census shall be taken.~~

C. Duties

~~Census agents shall gather such statistics and prepare such lists as determined by the superintendent of public instruction.~~

Legal Reference:

~~Code of Va., § 22.1-281. Triennial census of school population.~~

~~Code of Va., § 22.1-282. Appointment and compensation of persons taking census.~~

~~Code of Va., § 22.1-283. Agents to gather other statistics.~~

-

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

Repealed by School Board:

APPROVED AS TO
LEGAL SUFFICIENCY

Kamala H. Leoratti

INSTRUCTION

Non-School Division (VBCPS) PrivateSponsored Educational Courses

With prior approval from the principal or designee, students may receive a standard or verified credit for approved non-School Division ~~private~~sponsored educational courses in subjects not available to them through the school's schedule. If the course is determined to be equivalent to that offered in a regular school program and supervised by a person authorized to do so in accordance with Virginia Department of Education policy or regulation, credit may be awarded for successful completion of such course.

The Superintendent or designee is authorized to determine if a private educational course qualifies for and if the conditions for course completion meet the requirement for awarding credit. ~~Approval will not be granted for courses not offered at the school.~~ Unless approved by the principal or designee, students should not be excused from the regular school day to participate in private educational courses.

Adult students or parents/legal guardians of minor students will be responsible for tuition fees, supplies, technology, materials and other costs associated with such courses- in which they elect but are not required by the School Division to enroll or participate.

Adopted by School Board:

APPROVED AS TO
LEGAL SUFFICIENCY

Kanala H. Lencates



Subject: Personnel Report Item Number: 13

Section: Action Date: December 5, 2017

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

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 November 21, 2017, 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 DECEMBER 2017
ASSIGNED TO THE UNIFIED SALARY SCALE**

2017-2018

SCHOOL/DEPARTMENT**POSITION****APPOINTMENTS - ELEMENTARY SCHOOL****BIRDNECK**

11/27/2017

Pamela D. Smith Custodian I, 10 month, night

DIAMOND SPRINGS

11/16/2017

Therese A. Freeman Cafeteria Assistant, 6 hours

HERMITAGE

11/15/2017

Alan D. Airth Custodian I, 10 month

INDIAN LAKES

11/15/2017

Shannon N. Reddick Custodian I, 10 month, night

POINT O'VIEW

11/27/2017

Nafeesha L. Creek Cafeteria Assistant, 6 hours

SALEM

11/21/2017

Amirah Howard Security Assistant

12/1/2017

Juhanna L. Frias Special Education Assistant

TALLWOOD

12/1/2017

Kimberly S. Webster Security Assistant

THOROUGHGOOD

11/16/2017

Latavia S. Cornick Cafeteria Manager

TRANTWOOD

11/27/2017

Jung Keun Yoo Custodian I, 10 month, night

WHITE OAKS

11/27/2017

Kathy A. Taylor Custodian I, 12 month

11/29/2017

Ciera M. Davis Custodian I, 10 month, night

APPOINTMENTS - MIDDLE SCHOOL**INDEPENDENCE**

11/30/2017

Virginia Adelsen School Nurse

KEMPSVILLE

11/16/2017

Yasmaine J. Bailey ISS Coordinator

LANDSTOWN

11/27/2017

Grazia Purley Special Education Assistant

VIRGINIA BEACH

11/16/2017

Jill Randall School Office Associate II, 12 month

11/16/2017

Lois Stickles Library Media Assistant

APPOINTMENTS - HIGH SCHOOL**OCEAN LAKES**

11/27/2017

Ericka B. Chambers School Office Associate II, 12 month

RENAISSANCE ACADEMY

11/27/2017

Susan C. Jones ISS Coordinator

SALEM

11/16/2017

Gloria A. Cordova Cafeteria Assistant, 5 hours

SCHOOL/DEPARTMENT**POSITION****APPOINTMENTS - MISCELLANEOUS****DEPARTMENT OF TEACHING AND LEARNING**

11/27/2017	Jeanne P. Crocker	Instructional Specialist, .4
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OFFICE OF FOOD SERVICES

11/27/2017	Carol L. Hawkins	Assistant Cafeteria Manager
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OFFICE OF SCHOOL PLANT SERVICES

11/13/2017	Bryan W. Hood	Electrical Craftsman II
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OFFICE OF TRANSPORTATION SERVICES

10/20/2017	Aaron Foster	Fleet Foreman
11/2/2017	David S. Cotthaus	Fleet Technician III
11/2/2017	Wayne Tomlin, Jr.	Fleet Technician III
11/16/2017	Alicia M. Montney	Fleet Technician II
11/16/2017	Angel Alvarez-Torres	Fleet Technician II
11/16/2017	Zachary J. Stafford	Fleet Technician II
11/29/2017	Martin D. Moke	Bus Driver, 7 hours

RESIGNATIONS - ELEMENTARY SCHOOL**CENTERVILLE**

11/22/2017	Armen Sumler	Special Education Assistant (career enhancement opportunity)
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SEATACK

11/15/2017	Steven L. Scott	Custodian I, 12 month, night (career enhancement opportunity)
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THALIA

12/20/2017	Roselyne N. Boone	School Office Associate II, 10 month (relocation)
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RESIGNATIONS - MIDDLE SCHOOL**BAYSIDE**

12/1/2017	Stephanie M. Alston	General Assistant (career enhancement opportunity)
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CORPORATE LANDING

11/30/2017	Lisa N. Green	Custodian I, 10 month, night (family)
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SALEM

10/31/2017	Karen Parrish	Cafeteria Assistant, 5 hours (health)
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RESIGNATIONS - HIGH SCHOOL**FIRST COLONIAL**

1/29/2018	Matthew Trask	Security Assistant (career enhancement opportunity)
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KELLAM

11/28/2017	Reginald L. Williams	Custodian I, 10 month, night (career enhancement opportunity)
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RESIGNATIONS - MISCELLANEOUS**OFFICE OF CUSTODIAL SERVICES**

1/12/2018	Isaac B. Carden	Pest Control Technician (career enhancement opportunity)
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OFFICE OF TRANSPORTATION SERVICES

11/7/2017	Alvita V. Lee	Bus Driver, 5.5 hours (relocation)
11/9/2017	Patricia Hemond	Bus Driver, 5 hours (family)
11/10/2017	Michael F. Williams	Bus Driver, 6 hours (relocation)
11/14/2017	Kelly Parrish	Bus Driver, 5 hours, (career enhancement opportunity)
11/15/2017	Angela P. Hall	Bus Driver, 7 hours (relocation)
11/17/2017	Horner B. Baker, Jr.	Bus Driver, 6 hours (personal reasons)
11/21/2017	Everit W. Shotwell	Bus Driver, 6 hours (personal reasons)
11/21/2017	Heidi A. Findeisen	Bus Driver, 6 hours (personal reasons)
11/22/2017	John H. Hasher	Transportation Area Supervisor, (career enhancement opportunity)
11/22/2017	Sandy Pate	Bus Driver Special Ed, 7.5 hours (career enhancement opportunity)

SCHOOL/DEPARTMENT**POSITION****RETIREMENTS - ELEMENTARY SCHOOL****GLENWOOD**

1/31/2018

Denise J. Holm

School Administrative Associate I

KEMPSVILLE MEADOWS

1/31/2018

Ann F. Vagts

Physical Education Assistant

RETIREMENTS - MIDDLE SCHOOL**BRANDON**

1/5/2018

Sandra L. Smith

School Office Associate II, 10 month

LARKSPUR

12/31/2017

Arlene L. Manzella

School Nurse

PLAZA

1/31/2018

Venice A. Victor

Custodian I, 12 month

RETIREMENTS - HIGH SCHOOL**LANDSTOWN**

12/29/2017

James E. Lee

Custodian II

RETIREMENTS - MISCELLANEOUS

NONE

OTHER EMPLOYMENT ACTIONS

NONE

**VIRGINIA BEACH CITY PUBLIC SCHOOLS
PERSONNEL REPORT DECEMBER 2017
ASSIGNED TO THE INSTRUCTIONAL SALARY SCALE
2017-2018**

<u>SCHOOL/DEPARTMENT</u>	<u>SUBJECT</u>	<u>COLLEGE</u>	<u>PREVIOUS SCHOOL DISTRICT</u>
<u>POINT O' VIEW</u>			
12/5/2017	Ronald Whitehead	Special Education	Norfolk State University
1/2/2018	Hilary L. Noska	Grade 2	University of Minnesota, Twin Cities
<u>APPOINTMENTS - ELEMENTARY SCHOOL</u>			
<u>CORPORATE LANDING</u>			
11/16/2017	Ty Traister	Health and Physical Education, .6	Lock Haven University of Pennsylvania Northampton Public Schools
<u>APPOINTMENTS - MIDDLE SCHOOL</u>			
<u>PRINCESS ANNE</u>			
11/27/2017	Jessica P. Erie	English	Old Dominion University Chesterfield County Public Schools
<u>APPOINTMENTS - HIGH SCHOOL</u>			
<u>APPOINTMENTS - MISCELLANEOUS</u>			
NONE			
<u>RESIGNATIONS - ELEMENTARY SCHOOL</u>			
<u>KINGS' GRANT</u>			
12/20/2017	Monica L. Beals	Grade 5 (transfer of spouse)	
<u>LYNNHAVEN</u>			
12/8/2017	Deborah D. Little	Title I Kindergarten (health)	
<u>THALIA</u>			
12/20/2017	Rose R. Olivier	Special Education (personal reasons)	
<u>RESIGNATIONS - MIDDLE SCHOOL</u>			
<u>LARKSPUR</u>			
11/22/2017	Frank Goessling	Health and Physical Education (career enhancement opportunity)	
<u>RESIGNATIONS - HIGH SCHOOL</u>			
<u>RENAISSANCE ACADEMY</u>			
11/30/17	Jaclyn D. Hayashi	Math (personal reasons)	
<u>RESIGNATIONS - MISCELLANEOUS</u>			
<u>OFFICE OF PROGRAMS FOR EXCEPTIONAL CHILDREN</u>			
11/22/2017	Gretchen Shahriari	Hearing Impairment (family)	

PREVIOUS
SCHOOL
DISTRICT

SCHOOL/DEPARTMENT

SUBJECT

COLLEGE

RETIREMENTS - ELEMENTARY SCHOOL

BAYSIDE

12/31/2017

Rashmi N. Jain

Grade 4

ROSEMONT

1/31/2018

Richard Ciccone

Grade 3

RETIREMENTS - MIDDLE SCHOOL

LYNNHAVEN

11/30/2017

Maria T. Lopez

Spanish

RETIREMENTS - HIGH SCHOOL

NONE

RETIREMENTS - MISCELLANEOUS

NONE

OTHER EMPLOYMENT ACTIONS

NONE

VIRGINIA BEACH CITY PUBLIC SCHOOLS
PERSONNEL REPORT DECEMBER 2017
ADMINISTRATIVE APPOINTMENTS
2017-2018

SCHOOL/DEPARTMENT

POSITION

APPOINTMENTS - ELEMENTARY SCHOOL

NONE

APPOINTMENTS - MIDDLE SCHOOL

NONE

APPOINTMENTS - HIGH SCHOOL

NONE

APPOINTMENTS - MISCELLANEOUS

NONE



Subject: Textbook Adoption: Advanced Placement Human Geography **Item Number:** 11A

Section: Information **Date:** December 5, 2017

Senior Staff: Amy E. Cashwell, Ed.D., Chief Academic Officer, Department of Teaching and Learning

Prepared by: James M. Pohl, Ph.D., Executive Director of Secondary Teaching and Learning
Kris Troch, Coordinator of Secondary Social Studies, Department of Teaching and Learning

Presenter(s): James M. Pohl, Ph.D., Executive Director of Secondary Teaching and Learning

Recommendation:

That the School Board receive information regarding the high school Advanced Placement Human Geography textbook as recommended by the Advanced Placement Human Geography Textbook Adoption Committee for implementation in the fall of 2018.

Course Title	Textbook	Publisher	Copyright
Advanced Placement Human Geography	<i>A Cultural Landscape, An Introduction to Human Geography AP edition</i> , with seven-year access to online components.	Pearson	2017

Background Summary:

The members of the Advanced Placement Human Geography Textbook Adoption Committee reviewed publishers’ websites and identified textbooks for consideration. The committee members analyzed the textbooks for correlation to the College Board’s Advanced Placement Human Geography Curriculum Framework. Correlation to the Virginia Standards of Learning and the Virginia Beach City Public Schools’ curriculum objectives were also examined. The textbooks were reviewed by teachers, a student representative, a parent representative and a community representative, and then placed in the public libraries, as well as the main entrance of the School Administration Building, for public review and comment. After reviewing the textbooks, the Advanced Placement Human Geography Textbook Adoption Committee recommends the above textbook as its first-choice recommendation for implementation in the fall of 2018.

A negotiation team composed of the Executive Director of Secondary Teaching and Learning and the Secondary Social Studies Coordinator communicated with the appropriate personnel from the publishing companies to discuss a preliminary contract for the full adoption cycle pending approval by the School Board.

The proposed textbook will replace the current textbook as follows:

Course Title	Textbook	Copyright	Years in use (including this year)
Advanced Placement Human Geography	<i>A Cultural Landscape, An Introduction to Human Geography AP edition</i>	2011	6 years

Source:

Code of Va., § 22.1-238-22.1-239, § 22.1-251-22.1-252
School Board of the City of Virginia Beach Policy 6-60

Budget Impact:

Total initial implementation costs:

Course Title	First-choice Recommendation	Second-choice Recommendation
Advanced Placement Human Geography	\$324,050	\$394,463



VIRGINIA BEACH CITY PUBLIC SCHOOLS
CHARTING THE COURSE

TEXTBOOK ADOPTION RECOMMENDATION

ADVANCED PLACEMENT HUMAN GEOGRAPHY December 5, 2017

*Department of Teaching and Learning
Secondary Social Studies*



Advanced Placement Human Geography
Textbook Adoption
Implementation for Fall 2018

Course(s)	Recommendations	Number Needed	Initial Implementation Cost	Six Year Additional Costs (5%)	Total Implementation Cost
Advanced Placement Human Geography	First Choice: <i>A Cultural Landscape, An Introduction to Human Geography AP edition.</i> 12 th ed. Rubenstein. Pearson, 2017	2100	\$307,587	\$92,280	\$399,867
	<i>Human Geography: Preparing for the Advanced Placement Examination.</i> Palmer. Perfection Learning, 2017	750 (class sets of 30 for 25 teachers)	\$16,463	\$4,939	\$21,402
					\$421,269
Advanced Placement Human Geography	Second Choice: <i>Human Geography: People Place, and Culture.</i> 11 th ed., Sherwin, Gray and Meymand. Wiley, 2017	2100	\$378,000	\$113,400	\$491,400
	<i>Human Geography: Preparing for the Advanced Placement Examination.</i> Palmer. Perfection Learning, 2017	750 (class sets of 30 for 25 teachers)	\$16,463	\$4,939	\$21,402
					\$512,802



**SECONDARY SOCIAL STUDIES, DEPARTMENT of TEACHING & LEARNING
ADVANCED PLACEMENT HUMAN GEOGRAPHY**

TEXTBOOK ADOPTION TIMELINE

May 2017	<p>Textbook publishers were contacted and requested to supply textbook samples for review.</p> <p>A memo was sent to principals for a call to serve on the Textbook Adoption Committee and six teachers were selected.</p>
June 2017	<p>Teachers were given two textbook samples and a third virtual sample for Advanced Placement Human Geography. Parents, students and professional representatives were recruited and provided sample textbooks.</p> <p>The Textbook Adoption Committee members met to review the objectives and to begin review of the chosen textbooks.</p>
Sept. 2017	<p>The Textbook Adoption Committee members met to discuss the selected textbooks and to select a first- and second-choice textbook. Each committee member completed an evaluation form for each textbook reviewed. Committee members reviewed comments and recommended first- and second-choice textbooks for each adoption.</p>
Sept. – Oct. 2017	<p>The recommended textbooks were placed in the public library and the School Administration Building for public review.</p>
Oct. 2017	<p>Negotiations were conducted with appropriate representatives of the publisher, the Secondary Social Studies Coordinator and the Executive Director of Secondary Teaching and Learning.</p>
Oct. 2017	<p>The Secondary Social Studies Coordinator used the recommendations from the committee to prepare the report for the School Board.</p>



VIRGINIA BEACH CITY PUBLIC SCHOOLS
CHARTING THE COURSE

**SECONDARY SOCIAL STUDIES, DEPARTMENT of TEACHING & LEARNING
ADVANCED PLACEMENT HUMAN GEOGRAPHY
TEXTBOOK ADOPTION COMMITTEE**

Instructor Representatives

Patricia Downing, AP Human Geography Instructor, Landstown High School
Valerie Mervine, AP Human Geography Instructor, Cox High School
Elizabeth Salmon, AP Human Geography Instructor, Kempsville High School
Robert Weisenbeck, AP Human Geography Instructor, Ocean Lakes High School
Russlyn Wilkie, AP Human Geography Instructor, Bayside High School
Jessica Windish, AP Human Geography Instructor, Tallwood High School

Community Representative

Brandon Butler, PhD, Social Studies Education Graduate Program Director, Old Dominion University

Parent Representative

Brigid Banasiewicz

Student Representatives

Four students, one each from Cox HS, Kempsville HS, Landstown HS, and Tallwood HS.



SECONDARY SOCIAL STUDIES, DEPARTMENT of TEACHING & LEARNING
ADVANCED PLACEMENT HUMAN GEOGRAPHY

FIRST-CHOICE RECOMMENDATION

The Advanced Placement Human Geography Textbook Adoption Committee recommends the following textbook as its first choice for adoption by Virginia Beach City Public Schools:

A Cultural Landscape, An Introduction to Human Geography AP edition. 12th ed. Rubenstein. Pearson, 2017.

The recommended textbook displays the following strengths:

- Correlates with *Advanced Placement Human Geography Curriculum Framework* and course objectives.
- Emphasizes skills, as well as content.
- Organized in manageable chapters and matches AP articulation.
- Includes updated maps, as well as map projections with videos.
- Offers extensive online resources to include a carbon footprint calculator, GeoVideos and TedTalks.
- Promotes ease of access to online resources.
- Highlights authentic examples and stresses sustainability.
- Displays visuals in great detail and color
- Updated to include current events

FIRST-CHOICE RECOMMENDATION
IMPLEMENTATION COSTS FOR
ADVANCED PLACEMENT HUMAN GEOGRAPHY

Textbook	Allocation	Cost	Number Needed	Initial Implementation	Six Year Projected Costs (5%)	Total Implementation
Student Edition with digital resources	1 textbook per student	\$ 146.47 per book	2100	\$307,587	\$92,280	\$399,867
Test Prep	Class Set (30 texts, 25 teachers)	\$21.95 per book	750	\$16,463	\$4,939	\$21,402

Total Implementation Cost \$421,269



SECONDARY SOCIAL STUDIES, DEPARTMENT of TEACHING & LEARNING
ADVANCED PLACEMENT HUMAN GEOGRAPHY

SECOND-CHOICE RECOMMENDATION

The Advanced Placement Human Geography Textbook Adoption Committee recommends the following textbook as its second choice for adoption by Virginia Beach City Public Schools:

Human Geography: People Place, and Culture, 11th ed., Sherwin, Gray and Meymand, Wiley, 2017

The recommended textbook displays the following strengths:

- Provides inserts for “thinking geographically.”
- Includes guest field notes that link to careers.
- Several closing chapters had “wrap ups” that were helpful.
- Culture theme included more current gender and sexuality references.

The recommended textbook displays the following limitations:

- Lack of alignment with Advanced Placement Human Geography Exam.
- Chapters are dense, without adequate organization.
- Lacks pieces of the AP Human Geography articulation.
- Readability is difficult with a dull writing style.
- Companion study guide does not adequately meet expectations for AP assessment preparation.

SECOND-CHOICE RECOMMENDATION
IMPLEMENTATION COSTS FOR
ADVANCED PLACEMENT HUMAN GEOGRAPHY

Textbook	Allocation	Cost	Number Needed	Initial Implementation	Six Year Projected Costs (5%)	Total Implementation
Student Edition With digital resources	1 per student	\$180 per book	2100	\$378,000	\$113,400	\$491,400
Test Prep	Class Set (30 texts, 25 teachers)	\$21.95 per book	750	\$16,463	\$4,939	\$21,402

Total Implementation Cost \$512,802



Subject: Disposition of School Board Owned Property (Witchduck Road) **Item Number:** 14B

Section: Information **Date:** December 5, 2017

Senior Staff: Mr. Dale R. Holt, 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; and Debra M. Bryan, Associate City Attorney, Virginia Beach City Attorney's Office

Recommendation:

That the School Board authorize the Chairman to execute the attached Resolution and Purchase Agreement between the School Board of the City of Virginia Beach and Franklin Johnston Group Management & Development, LLC ("Purchaser").

Background Summary:

The Purchaser plans to purchase +/- 10.69 acres of property located at 273 North Witchduck Road, Virginia Beach (GPIN: 1467-75-8675) for \$4,500,000. A public hearing on the declaration of this parcel as surplus School Board property is scheduled to be held on December 19, 2017.

Source:

§22.1-129(A)

Budget Impact:

CIP \$4,500,000

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (this “Agreement”), is made as of this _____ day of _____, 2017, by and between **The School Board of the City of Virginia Beach, Virginia**, a body politic as set forth in Article VIII, Section 7 of the Constitution of Virginia (“Seller”); and **Franklin Johnston Group Management & Development, LLC**, a Virginia limited liability company and/or assigns (“Buyer”).

RECITALS

A. Seller owns an approximate 10.69 acre tract of land and improvements thereon located at 273 N. Witchduck Road, Virginia Beach, Virginia (GPIN No. 1467-75-8675-0000) (the “Property”), which is more particularly described on the attached **Exhibit A**.

B. Buyer desires to purchase from Seller, and Seller desires to sell to Buyer, all of Seller’s right, title and interest in and to the Property for the purpose of constructing certain buildings, infrastructure, and other improvements associated with a multifamily residential development (the “Intended Use”).

AGREEMENT

For and in consideration of the sum of Ten Dollars (\$10.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree and covenant as follows:

Article 1.

Sale and Purchase of Property

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

Section 1.2. Purchase Price. The purchase price of the Property (the “Purchase Price”) shall be Four Million Five Hundred Thousand and No/100 Dollars (\$4,500,000.00). At Closing (as hereinafter defined) Buyer shall pay in cash or other immediately available funds the Purchase Price less any portion of the Deposit (and any Extension Deposit(s), if applicable) that is to be applied to the Purchase Price at Closing under the terms of this Agreement.

Section 1.3. Deposit. Within five (5) business days after full execution of this Agreement, Buyer shall deposit One-Hundred Thousand and No/100 Dollars (\$100,000.00) (the “Deposit”) with BridgeTrust Title Company (“Escrow Agent”), who shall hold the Deposit in an interest-bearing, federally insured account, with interest accruing on the Deposit to be considered the property of Buyer. Upon the expiration of the Study Period (as hereinafter defined), and so long as this Agreement has not been sooner terminated by Buyer pursuant to the terms hereof, a Twenty-Five Thousand Dollar (\$25,000.00) portion of the Deposit shall become non-refundable to Buyer (except in the case of Buyer’s termination of this Agreement pursuant to Section 2.4, 4.1, 7.1, 8.1, 9.1, or 9.2, below). Upon the expiration of the Approvals Period (as hereinafter defined),

and so long as this Agreement has not been sooner terminated by Buyer pursuant to the terms hereof, the remaining Seventy-Five Thousand Dollar (\$75,000.00) portion of the Deposit shall become non-refundable to Buyer (except in the case of Buyer's termination of this Agreement pursuant to Section 4.1, 7.1, 8.1, 9.1, or 9.2, below). Unless previously distributed in accordance with this Agreement, the Deposit shall be applied to the Purchase Price at Closing.

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

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

Article 2. Study Period

Section 2.1. Buyer's Studies/Wetlands Confirmation.

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

b. **Seller's Provision of Studies.** Within ten (10) days after full execution of this Agreement, Seller shall deliver to Buyer all Studies in the possession of Seller or the City of Virginia Beach, including, without limitation, the following: the most recent title policy for and survey of the Property, the organizational and/or governing documents of Seller, any environmental reports performed with respect to the Property, any engineering reports performed with respect to the Property, any wetlands studies, delineations, or determinations performed with respect to the Property, and any documents or agreements affecting or encumbering the Property whether or not they appear in the public land records.

Section 2.2. Indemnification. Buyer shall indemnify, defend and hold Seller harmless from and against all cost, loss, damage and expense, including reasonable attorneys' fees, arising out of any Studies conducted by or at the request of Buyer upon the Property; however, no individual member or manager of Buyer shall be held liable in accordance with the aforementioned indemnification. The indemnification contained in this Section does not include indemnification for loss, cost or expense resulting solely from any unfavorable test results or the discovery of any

undesirable existing conditions on the Property, including, without limitation, any loss resulting from any decrease in the fair market value of all or any portion of the Property, or the inability of Seller to market the Property due solely to any such discovery or unfavorable test results. This Section 2.2 shall survive Closing and/or the earlier termination of this Agreement.

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

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

Article 3. Governmental Approvals

Section 3.1. Approvals Period. Seller and Buyer acknowledge that the development of Buyer's Intended Use will require approval by the Virginia Beach City Council of a conditional re-zoning to an appropriate multi-family classification (the "Re-Zoning"), together with other governmental approvals Buyer deems necessary in its sole discretion (including, without limitation, site plan approval and building permits) (the "Approvals"). Buyer shall have a period of one hundred eighty (180) days after the expiration of the Study Period (the "Approvals Period") within which to obtain the Approvals (subject to conditions and/or exactions acceptable to Buyer in Buyer's sole discretion) at Buyer's sole cost and expense. If Buyer is unable to obtain the Approvals (subject to conditions and/or exactions acceptable to Buyer in Buyer's sole discretion) within the Approvals Period then Buyer may elect to terminate this Agreement by giving Seller written notice thereof within five (5) business days after the expiration of the Approvals Period, in which event this Agreement shall become null and void, the parties shall have no further rights or obligations to one another, and the Deposit shall be distributed as follows: a \$75,000 portion of the Deposit shall be returned to Buyer and a \$25,000 portion of the Deposit shall be paid to Seller. If Buyer does not terminate this Agreement within five (5) business days after the expiration of

the Approvals Period, then Buyer shall be deemed to have waived its right to terminate this Agreement pursuant to this Section 3.1.

Section 3.2. Cooperation. Seller and Buyer, and their respective agents, employees and contractors, shall act in good faith and use commercially reasonable efforts to cooperate in the preparation, submission and approval of an application (and other associated materials) for the Re-Zoning and/or the other Approvals. Such cooperation shall include, but not be limited to, the signing and returning of any application or agreement reasonably required to obtain the Re-Zoning and/or other Approvals without unreasonably delay.

Article 4. Tax Credit Approval Period

Section 4.1. Tax Credit Approval Period. Seller and Buyer acknowledge that the development of Buyer's Intended Use on the Property will require the allocation of low income housing tax credits by the Virginia Housing Development Authority in an amount of no greater than eighty (80) percent affordable and a minimum of twenty (20) percent market rate, and upon terms satisfactory to Buyer in Buyer's reasonable discretion (the "Tax Credit Allocation"). Buyer shall have until July 1, 2018 (the "Tax Credit Receipt Deadline") to obtain the Tax Credit Allocation. In the event Buyer does not receive the Tax Credit Allocation by the Tax Credit Receipt Deadline, Buyer may elect to terminate this Agreement by giving Seller written notice of termination within five (5) business days after the Tax Credit Receipt Deadline, in which event the entire Deposit will be returned by Buyer, and the parties will have no further rights or obligations under this Agreement.

Article 5. Conveyance of Property

Section 5.1. Closing. Unless earlier terminated pursuant to the terms hereof, the consummation of the transaction contemplated by this Agreement ("Closing") shall occur on the date that is thirty (30) days after the later to occur of the following (the "Closing Date"): (a) the Tax Credit Receipt Deadline, or (b) the date of expiration of the Approvals Period. Closing shall occur at the offices of Buyer's counsel or the offices of the Escrow Agent or by mail, as Buyer and Seller may mutually agree, and all deliveries required by Seller and Buyer hereunder shall be made to the Escrow Agent, who shall settle the transaction contemplated by this Agreement. Buyer may extend the Closing Date for up to three (3) periods of thirty (30) days each (each an "Extension Period") by delivering to Seller a written notice of extension at least ten (10) days prior to the then current Closing Date, and simultaneously delivering to the Escrow Agent the sum of Fifteen Thousand and No/100 Dollars (\$15,000.00) (each an "Extension Deposit") (which Extension Deposit(s) shall be immediately nonrefundable to Buyer and shall be applied to the Purchase Price at Closing).

Section 5.2. Buyer's Right to Expedite Closing Date. Notwithstanding any other provision contained in Section 5.1, above, Buyer shall have the right to settle this transaction prior to the Closing Date on a date assigned by Buyer, provided that (i) all conditions contained in Article Six of this Agreement have been either satisfied or waived in writing by the party having

authority to do so, and (ii) Buyer has given Seller ten (10) days' written notice prior to the new date of Closing.

Section 5.3. Seller's Deliveries at Closing. Unless an earlier date is specified in this Section, on or before the Closing Date, Seller shall, at its own expense, prepare and deliver, in addition to any other document required to be delivered by Seller under the terms of this Agreement, the following to the settlement agent conducting the Closing:

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

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

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

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

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

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

Section 5.4. Buyer's Deliveries at Closing. At Closing, and in addition to any other items required to be delivered under the terms of this Agreement, Buyer shall deliver or cause to be delivered to the Escrow Agent the following:

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

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

Article 6. Representations and Warranties

Section 6.1. Seller's Representations. Seller represents and warrants to Buyer as follows with respect to that portion of the Property owned by that Seller:

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

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

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

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

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

f. Environmental Matters.

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

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

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

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

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

ii. Representation. Seller represents to its actual knowledge as of the date of this Agreement that (i) there are no Hazardous Materials existing above, on or beneath the Property; (ii) there has been no Release of Hazardous Materials above, on or beneath the Property; (iii) there has been no illegal filling of the Property, nor has the Property been used as a public or private landfill, dump or site for refuse disposal; (iv) no solid waste units, equipment or underground storage tanks have been located on the Property, and (iv) Seller has received no Notice nor is Seller aware of an Environmental Condition affecting the Property.

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

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

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

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

Section 6.2. Buyer's Representations. Buyer represents and warrants to Seller as follows:

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

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

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

d. Continuing Obligation. Prior to the Closing Date, Buyer shall take no action which would cause any of the representations to become misleading in any respect and, if Buyer becomes aware of any inaccuracies in the representations set forth herein prior to the Closing Date, Buyer shall immediately notify Seller of those inaccuracies and the facts or circumstances surrounding the inaccuracies.

Article 7.

Conditions of Buyer's and Seller's Obligations

Section 7.1. Conditions of Buyer's Obligations. Buyer's obligation to consummate the purchase and sale of the Property on the Closing Date shall be subject to the satisfaction or performance of the following terms and conditions, any one or more of which may be waived in writing by Buyer, in whole or in part, on or as of the Closing Date.

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

b. The physical condition of the Property at Closing shall be substantially the same as the condition of the Property at the time this Agreement is fully executed;

c. Seller shall have fully and completely kept, observed, performed, satisfied and complied in all material ways with all terms and conditions required by this Agreement to be

kept, observed, performed, satisfied or complied with by Seller before, on, or as of the Closing Date; and

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

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

Section 7.2. Conditions of Seller's Obligations. Seller's obligation to consummate the purchase and sale of the Property on the Closing Date shall be subject to the satisfaction or performance of the following terms and conditions, any one or more of which may be waived in writing by Seller, in whole or in part, on or as of the Closing Date:

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

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

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

If any of the foregoing conditions (other than Section 7.2.c.) have not been satisfied or performed as of the Closing Date, Seller, at Seller's option, shall have the right to waive one or more of the conditions, in writing, and proceed to Closing, notwithstanding that the conditions have not been satisfied or performed, or exercise any of its rights and remedies set forth in this Agreement.

Article 8. Default and Remedies

Section 8.1. Seller's Default. In the event Seller is in breach of or fails or refuses to perform its obligations under this Agreement, Buyer shall be entitled to exercise, in its sole discretion, any of the following remedies: (a) to purchase the Property notwithstanding such default pursuant to the remaining terms and provisions of this Agreement, in which event such default shall be deemed waived and without a reduction in Purchase Price; (b) to terminate this Agreement, in which event the Escrow Agent shall return the Deposit (and any Extension Deposit(s), if applicable) to Buyer, and Seller shall reimburse Buyer for Buyer's actual out of pocket fees and expenses incurred in connection with the transaction contemplated by this Agreement; or (c) to pursue specific performance of this Agreement and seek reimbursement for

any expenses incurred in connection with the enforcement of this Agreement. Notwithstanding the foregoing, Buyer shall first give Seller ten (10) days prior written notice and an opportunity to cure such default prior to exercising its remedy.

Section 8.2. Buyer's Default. In the event Buyer is in breach of or fails or refuses to perform its obligations under this Agreement, other than its Indemnity obligations as set forth in Article 2, Seller's sole remedy shall be to direct the Escrow Agent to pay to it the Deposit (and any Extension Deposit(s), if applicable) as liquidated damages, in which event this Agreement shall terminate and become null and void. Notwithstanding the foregoing, Seller shall first give Buyer ten (10) days prior written notice and an opportunity to cure such default prior to exercising its remedy.

Section 8.3. Attorney's Fees. If any legal action is commenced to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which the prevailing party may be entitled.

Section 7.4. Limitation of Liability. Each party shall look solely to the assets of the other as to any rights it may have under this Agreement, and hereby waives any right to assert claims against the member(s) and/or manager(s) of the other party.

Article 9. Condemnation and Casualty

Section 9.1. Condemnation. In the event that any eminent domain proceeding (including a temporary taking) affecting the Property, or any part thereof is commenced by a governmental body or quasi-governmental body, public service corporation, or other entity having the power of eminent domain (a "Condemnation") (which shall include, but not be limited to, the initial approval of such body to proceed with the acquisition of all or a part of the Property by negotiation or eminent domain), Seller shall promptly give Buyer written notice thereof, and Buyer shall have the option: (a) to have sole authority to negotiate the purchase or acquisition price and to receive the award resulting from the Condemnation, in which event such award shall be paid (or if not then received, the right to the award shall be assigned) to Buyer, and this transaction shall be closed in the same manner as if no such condemnation or other taking had occurred; or (b) to reject title to the Property, in which event this Agreement shall terminate, the Escrow Agent shall return the Deposit to Buyer, and neither party shall have any further obligation to the other hereunder. Seller represents and warrants that it has received no notice, nor is Seller aware, of any pending or threatened acts of Condemnation. Seller covenants and agrees not to solicit, request, support, participate in, or otherwise encourage a Condemnation of the Property during the effective period of this Agreement.

Section 9.2. Insurance; Risk of Loss. If all or any portion of the Property is destroyed or damaged by one or more fires, windstorms, hurricanes, hailstorms, floods, explosions, earthquakes or other casualties prior to Closing, Seller shall give Buyer prompt notice thereof, and if such damage or destruction is not fully restored, repaired or replaced by the Closing Date, Buyer shall have the option (a) to receive the insurance proceeds recovered by reason of such damage or destruction, in which event the amount of the recovery shall be paid (or if not then received, the right to receive the same shall be assigned) to Buyer, and this transaction shall be consummated

as though no such damage or destruction had occurred; or (b) to reject title to the Property, in which event this Agreement shall terminate, the Escrow Agent shall return the Deposit to Buyer, and neither party shall have any further obligation to the other hereunder.

Article 10. Miscellaneous

Section 10.1. Governing Law. This Agreement is executed under seal and shall be governed by and construed and enforced in accordance with the laws of the Commonwealth of Virginia, notwithstanding its choice of law rules.

Section 10.2. Assignment. Buyer may assign its rights and obligations under this Agreement without the prior written consent of Seller to any related entity in which Buyer or one of its members or managers is also (i) a member or manager or (ii) a member or manager of the general partner.

Section 10.3. Brokers. Buyer shall be solely responsible for a brokerage commission payable to Bob Thornton of Thalhimer (“Buyer’s Broker”) pursuant to a separate written agreement. Other than Buyer’s Broker, Seller and Buyer warrant that they have not dealt with any other broker, agent or finder that would require the payment of a commission, charge or other compensation. Seller and Buyer shall hold harmless and indemnify each other from and against all claims, costs, expenses or liability (including, without limitation, the cost of counsel fees in connection therewith) for any commissions, charges or other compensation claimed by any agent, broker or finder as a result of the breach of their respective parts of the representations contained in this paragraph (other than Buyer’s Broker).

Section 10.4. Entire Understanding. This Agreement sets forth the entire agreement and understanding between the parties with respect to the transaction contemplated hereby and supersedes all prior or contemporaneous, oral or written agreements, arrangements and understandings between the parties regarding the subject matter hereof. No representation, promise, inducement or statement of intention has been made by Seller or Buyer which is not embodied in this Agreement, the exhibits hereto or the statements, deeds, certificates, schedules or other documents delivered pursuant hereto or in connection with the transaction contemplated hereby.

Section 10.5. Binding Nature. All the terms, representations, and conditions of this Agreement shall be binding upon, and inure to the benefit of and be enforceable by the parties hereto and their respective successors and assigns.

Section 10.6. Waiver or Modification. No waiver by any party of any condition, or the breach of any term, representation or warranty set forth in this Agreement, shall be deemed a waiver of any such term, representation or warranty, unless the same shall be in writing. Any modification or amendment to this Agreement shall be made only by a writing executed by both parties hereto.

Section 10.7. Business Days. If the final day of any period of time set out in any provision of this Agreement falls on a Saturday, Sunday or holiday recognized by the federal government of the United States, then in such case, such period shall be deemed extended to the

next day which is not a Saturday, Sunday or holiday recognized by the federal government of the United States.

Section 10.8. Gender. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural and vice versa, unless the context requires otherwise.

Section 10.9. Captions. The captions used in connection with the Sections and subsections of this Agreement are for reference and convenience only and shall not be deemed to construe or limit the meaning of the language contained in this Agreement or be used in interpreting the terms and provisions of this Agreement.

Section 10.10. Counterparts. This Agreement may be executed in two or more counterparts and by PDF and shall be deemed to have become effective when and only when one or more of such counterparts or PDF shall have been signed by or on behalf of each of the parties hereto (although it shall not be necessary that any single counterpart be signed by or on behalf of each of the parties hereto, and all such counterparts shall be deemed to constitute but one and the same instrument), and shall have been delivered by each of the parties to the other.

Section 10.11. Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable, and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement.

Section 10.12. Notices. Unless otherwise expressed herein, all notices permitted or required hereunder, including changes of address, shall be in writing and shall be given by: (a) an established express delivery service which maintains delivery records; (b) hand delivery; or, (c) certified or registered mail, postage prepaid, return receipt requested. Notices are effective upon receipt, or upon attempted delivery if delivery is refused or if delivery is impossible because of failure to provide reasonable means for accomplishing delivery. The notices shall be sent to the parties at the following addresses, or such different addresses as the parties may, by notice, specify:

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

Copies to: City Attorney
Municipal Center, Building One
2401 Courthouse Drive, Room 260
Virginia Beach, Virginia 23456

Buyer: Franklin Johnston Group Management & Development, LLC
C/o W. Taylor Franklin, Chief Operating Officer

300 32nd Street, Suite 310
Virginia Beach, Virginia 23451

Copy to: Robert P. Beaman III, Esq.
Troutman Sanders LLP
222 Central Park Avenue, Suite 2000
Virginia Beach, Virginia 23462

Section 10.13. Force Majeure. As used in this Agreement, the term “Force Majeure” means any cause beyond the parties’ control including, but not limited to, strikes, lockouts, actions of labor unions, riots, storms, floods, litigation, explosions, acts of God or the public enemy, acts of government, insurrection, mob violence, civil commotion, sabotage, terrorism, malicious mischief, vandalism, inability (notwithstanding good faith efforts) to procure, or general shortage of, labor, equipment, materials, facilities, or supplies in the open market, defaults of independent contractors or subcontractors (provided that remedies are being diligently pursued against the same), failures of transportation, fires, other casualties, epidemics, quarantine restrictions, freight embargoes, or severe weather. In the event of any Force Majeure that results in a delay in the performance of either party’s obligations under this Agreement, the time period specified for such performance shall be extended by one (1) day for every day of delay resulting from Force Majeure.

Section 10.14. Escrow Agent. The duties of Escrow Agent in its capacity as an escrow agent for the Deposit are only those as are herein specifically provided and Escrow Agent shall incur no liability whatsoever in the performance of said duties, except for acts of bad faith, negligence or willful disregard of this Agreement. Seller and Buyer hereby release Escrow Agent from any act done or omitted to be done by Escrow Agent in good faith in the performance of its duties hereunder. Seller and Buyer shall indemnify and hold Escrow Agent harmless against all costs, damages, fees, expenses and liabilities which, in good faith, Escrow Agent may incur in connection with its duties as escrow agent under this Agreement.

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

APPROVED AS TO CONTENTS

Anthony L. Arnold, Executive Director
Office of Facilities Services

APPROVED AS TO LEGAL
SUFFICIENCY AND FORM

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

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

SELLER:

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

ATTEST:

Dianne P. Alexander
Clerk of School Board

By: _____
Beverly M. Anderson
School Board Chair

Date: _____

BUYER:

**FRANKLIN JOHNSTON GROUP
MANAGEMENT & DEVELOPMENT, LLC**,
a Virginia limited liability company

By: _____
Manager

Date: _____

By: _____
Manager

Date: _____

Exhibit A

Legal Description

ALL THAT certain lot, tract or parcel of land together with the improvements thereon, situate, lying and being in the City of Virginia Beach, Virginia, designated and described as “Parcel-A2” on that certain plat entitled “SUBDIVISION OF PARCEL-A RESUBDIVISION OF PROPERTY OF THE SCHOOL BOARD OF THE CITY OF VIRGINIA BEACH, VIRGINIA, INCLUDING THE CAREER DEVELOPMENT CENTER, CENTER FOR EFFECTIVE LEARNING AND SCHOOL PLANT (M.B. 212, PG. 95)”, dated November 17, 2008, Scale 1” = 100’, prepared by McKim & Creed, and recorded in the Clerk’s Office of the Circuit Court of the City of Virginia Beach, Virginia as Instrument Number 20090507000504720.