



## VIRGINIA BEACH CITY PUBLIC SCHOOLS CHARTING THE COURSE

### School Board Services

**Trenace B. Riggs, Chair**  
District 1 – Centerville

**Carolyn D. Weems, Vice Chair**  
District 9

**Beverly M. Anderson**  
At-Large

**Kathleen J. Brown**  
District 10

**Michael R. Callan**  
District 6

**David Culpepper**  
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**Jennifer S. Franklin**  
District 2 – Kempsville

**Victoria C. Manning**  
At-Large

**Staci R. Martin**  
District 4

**Kimberly A. Melnyk**  
District 2

**Jessica L. Owens**  
District 3 – Rose Hall

**Donald E. Robertson, Ph.D., Acting Superintendent**

### ***School Board Regular Meeting Proposed Agenda*** **Tuesday, December 12, 2023**

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

Public seating will be made available on a first-come, first-served basis. Members of the public will also be able to observe the School Board Meeting through livestreaming on [schoolboard.vbschools.com/meetings/live](https://schoolboard.vbschools.com/meetings/live), broadcast on VBTV Channel 47, and on Zoom through the link below.

Attendee link: [https://us02web.zoom.us/webinar/register/WN\\_U1gZiEuoQfWTkiAd5tG0pA](https://us02web.zoom.us/webinar/register/WN_U1gZiEuoQfWTkiAd5tG0pA) Call-in (301) 715-8592 ID 871 5868 7275

The School Board's expectations regarding decorum, order and public comments can be found in School Board Bylaws [1-47](#) and [1-48](#). Public comment is always welcome by the School Board through their group e-mail account at [SchoolBoard@VBCPSboard.com](mailto:SchoolBoard@VBCPSboard.com) or by request to the Clerk of the School Board at (757) 263-1016. Requests for accommodations should be discussed with the Clerk of the Board by 9:00 a.m. on December 11, 2023.

- |            |   |                  |
|------------|---|------------------|
|            | <b><i>Closed Session</i></b> .....  | <b>2:00 p.m.</b> |
| <b>1.</b>  | <b><i>Administrative, Informal, and Workshop (School Administration Building #6 – School Board Room)</i></b> .....  | <b>4:00 p.m.</b> |
|            | A. School Board Administrative Matters and Reports  |                  |
|            | 1. Leadership Interest  |                  |
|            | 2. Schedule of Meetings: Remaining FY24 Affirmed; FY25 Proposed   |                  |
|            | B. Teacher Evaluation   |                  |
|            | C. Level Up Virginia  |                  |
|            | D. Forecast of Regular School Board Meeting Agenda Topics FY24 – Third Quarter (January, February, March)           |                  |
| <b>2.</b>  | <b><i>Closed Session (as needed)</i></b>  |                  |
| <b>3.</b>  | <b><i>School Board Recess</i></b> .....   | <b>5:30 p.m.</b> |
| <b>4.</b>  | <b><i>Formal Meeting (School Administration Building #6 – School Board Room)</i></b> .....                          | <b>6:00 p.m.</b> |
| <b>5.</b>  | <b><i>Call to Order and Roll Call</i></b>   |                  |
| <b>6.</b>  | <b><i>Moment of Silence followed by the Pledge of Allegiance</i></b>  |                  |
| <b>7.</b>  | <b><i>Student, Employee and Public Awards and Recognition</i></b>   |                  |
|            | A. Girls Cross Country State Champion – Kellam High School  |                  |
|            | B. Girls Cross Country State Champions – Ocean Lakes High School  |                  |
|            | C. Girls Volleyball State Champions – First Colonial High School  |                  |
| <b>8.</b>  | <b><i>Adoption of the Agenda</i></b>  |                  |
| <b>9.</b>  | <b><i>Superintendent's Report (second monthly meeting) and recognitions (first and second monthly meetings)</i></b> |                  |
| <b>10.</b> | <b><i>Approval of Meeting Minutes</i></b>   |                  |
|            | A. November 28, 2023, Regular School Board Meeting <b>Added 12/11/2023</b>  |                  |



**11. Public Hearing on FY2024/25 School Operating Budget and FY2024/25 through FY2029/30 Capital Improvement Program**

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

The School Board will hear public comments at the December 12, 2023, School Board Meeting. Citizens may sign up to speak by completing the [online form here](#) or contacting the School Board Clerk at 263-1016 and shall be allocated three (3) minutes each. Sign up for public speakers will close at noon on December 12, 2023. Speakers will be provided with further information concerning how they will be called to speak. In person speakers should be in the parking lot of the School Administration Building #6, 2512 George Mason Drive, Virginia Beach, Virginia 23456 by 5:45 p.m. December 12, 2023. Speakers signed up to address the School Board through Zoom or by telephone should be signed into the School Board Meeting by 5:45 p.m. All public comments shall meet School Board Bylaws, [1-47](#) and [1-48](#) requirements for Public Comment and Decorum and Order.

**13. Information**

- A. Diversity, Equity, and Inclusion Update
- B. VSBA Legislative Positions

**14. Return to public comments if needed**

**15. Consent Agenda**

- A. Policy Review Committee (PRC) Recommendations:
  - 1. 5-34/Student Conduct
  - 2. 5-37/Reporting Data About School Violence and Crime
  - 3. 5-64/Interrogations/ Investigations by Outsides Agencies
  - 4. 6-80/Summer School
- B. Resolution:
  - 1. National Mentoring Month
- C. Religious Exemption
- D. Disposition of School Board Owned Property (Laskin Road Annex)

**16. Action**

- A. Personnel Report / Administrative Appointments **Updated 12/14/2023**
- B. Salary Resolution
- C. School Board Legislative Agenda for 2024 General Assembly Session
- D. Positive Behavioral Interventions and Supports (PBIS): Year-Three Evaluation (Advanced Tiers) Recommendations

**17. Committee, Organization or Board Reports**

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

**19. Adjournment**



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

**Section:** Closed Session **Date:** December 12, 2023

**Senior Staff:** N/A

**Prepared by:** Kamala H. Lannetti, School Board Attorney

**Presenter(s):** Kamala H. Lannetti, School Board Attorney; Hazard, Young, Atea & Associates consultants

**Recommendation:**

That the School Board recess into Closed Session in accordance with the exceptions to open meetings law set forth in Code of Virginia §2.2-3711, Part A, Paragraph 1, 7, and 8 as amended, to deliberate on the following matters:

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

7. Consultation with legal counsel and briefings by staff members or consultants pertaining to actual or probable litigation, where such consultation or briefing in open meeting would adversely affect the negotiating or litigating posture of the public body. For the purposes of this subdivision, "probable litigation" means litigation that has been specifically threatened or on which the public body or its legal counsel has a reasonable basis to believe will be commenced by or against a known party. Nothing in this subdivision shall be construed to permit the closure of a meeting merely because an attorney representing the public body is in attendance or is consulted on a matter.

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

Namely to discuss:

- A. Review and discuss next steps in the Superintendent Search process.
- B. Consultation with Legal Counsel related to personnel matters and/or pending litigation.

**Background Summary:**

N/A

**Source:**

Code of Virginia §2.2-3711, as amended

**Budget Impact:**

N/A



**Subject:** Teacher Evaluation Update **Item Number:** 1B

**Section:** Workshop **Date:** December 12, 2023

**Senior Staff:** Matthew D. Delaney, Chief Schools Officer

**Prepared by:** Matthew D. Delaney, Chief Schools Officer

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

**Recommendation:**

That the School Board receive a brief on the required teacher evaluation standards as outlined by the Virginia Department of Education (VDOE) and how Virginia Beach City Public Schools (VBCPS) utilizes this information to evaluate teachers. Particular attention will be given to the most recent requirement from the VDOE regarding culturally responsive teaching.

**Background Summary:**

VBCPS adheres to the VDOE guidelines for Uniform Performance Standards and evaluation criteria for teachers, administrators and superintendents as required in the Code of Virginia. The Board of Education is responsible for establishing teacher, principal and superintendent guidelines including performance standards and evaluation criteria to assist school divisions in implementing educator evaluation systems. The teacher evaluation is housed in TalentED, the electronic platform which was first introduced in 2012 to adhere to the new evaluation guidelines the VDOE implemented for the 2012-13 school year. The initial teacher rubric was also developed in 2012, revised in 2018 and 2021 to meet changes to VDOE requirements.

**Source:**

N/A

**Budget Impact:**

N/A



# 2023-24 Teacher Evaluation Update

School Board Workshop  
Department of School Leadership  
December 12, 2023



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

# VDOE Principal & Teacher Performance Standards



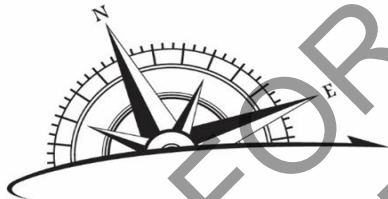
- Professional Knowledge
- Instructional Planning
- Instructional Delivery
- Assessment of/for Student Learning
- Learning Environment
- Culturally Responsive Teaching and Equitable Practices
- Professionalism
- Student Academic Progress

# VDOE Principal & Teacher Performance Standards

- **Professional Knowledge:** *The teacher demonstrates an understanding of the curriculum, subject content, and the developmental needs of students by providing relevant learning experience.*
- **Instructional Planning:** *The teacher plans using the Virginia Standards of Learning, the school's curriculum, student data and engaging and research based strategies and resources to meet the needs of all students.*
- **Instructional Delivery:** *The teacher uses a variety of research-based instructional strategies appropriate for the content area to engage students in active learning, promote key skills, and meet individual learning needs.*

# VDOE Principal & Teacher Performance Ratings

<b>Standard 1: Professional Knowledge</b> <i>The teacher demonstrates an understanding of the curriculum, subject content, and the developmental needs of students by providing relevant learning experiences.</i>				
<u><b>Standard 1 Competencies</b></u>	<b>Highly Effective</b> <i>In addition to meeting the requirements for Effective.</i>	<b>Effective</b> <i>Effective is the expected level of performance.</i>	<b>Approaching Effective</b> The teacher is inconsistent in demonstrating an understanding of the curriculum, content, and/or student development, and/or lacks fluidity in using the knowledge in practice.	<b>Ineffective</b> The teacher demonstrates an inadequate understanding of the curriculum, content, and/or student development, and/or fails to use the knowledge in practice.
	The teacher continually enriches the curriculum and serves as a role model in their knowledge of the subject matter and the proper pedagogy for the content and developmental needs of students.	The teacher demonstrates an understanding of the curriculum, subject content, and the developmental needs of students by providing relevant learning experiences.		



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

# VDOE Principal & Teacher Performance Ratings

- Highly Effective: *In addition to meeting the requirements for Effective*
- Effective: *The expected level of performance*
- Approaching Effective: *Inconsistent in demonstrating*
- Ineffective: *Fails to demonstrate*



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

# VDOE Teacher Evaluation Standard 6: *Culturally Responsive Teaching and Equitable Practices*

**Compass to 2025**  
Strategic Action Agenda for 2023-2024

*"Hope is created moment to moment through our deliberate choices. It happens when we use our thoughts and feelings to temper our aversion to loss and actively pursue what is possible. When we choose hope, we define what matters to us most." ~ Shane J. Lopez*

**Leveraging Hope as a Strategy**

Intentionally build a deeper understanding about the science of hope among students and staff to create conditions for them to thrive now and in the future.

**Pathways to Increasing Student Achievement, Closing Gaps, and Improving Behavior**

- Advancing Educational Equity**
  - Advancing educational equity to improve student outcomes by:**
    - Reviewing multiple sources of school level data (i.e., least restrictive environment (LRE) data, discipline disproportionality, and other gaps) to identify and address trends.
    - Engaging in professional learning focused on inclusive teaching practices that foster student engagement and deeper learning for all students.
    - Learning, practicing, and modeling the effective facilitation of purposeful and inclusive classroom discussions.
- Using Integrated Systems of Support**
  - Using integrated systems of support to meet student needs by:**
    - Strengthening Tier 1 instruction in all content areas with an emphasis on evidence-based literacy and numeracy practices.
    - Continuing to engage in data-driven decision making, using varying sources of data, to identify students in need of advanced tier interventions.
    - Implementing and monitoring evidence-based strategies for addressing student attendance.
    - Leveraging coordinated behavioral and mental health support programs and resources across the division.
    - Engaging in ongoing professional learning focused on increasing students' positive behaviors and fostering their self-management skills.
    - Continuing to embed SEL practices into the daily life of schools and using SEL data to inform decision making.
- Creating Future-Ready Students**
  - Creating future-ready students characterized by hope through:**
    - Continuing to engage students in deeper learning experiences to produce works of substance and promote student self-reflection, ownership of learning, and the acquisition of the attributes in the division's Graduate Profile.
    - Ensuring all students and staff are invested in the Academic and Career Planning process and understand the role it serves in supporting students' future aspirations.
    - Increasing access to and success in advanced-level coursework for all students.
    - Continuing to scale the signature experience, portfolio creation, and exhibitions of learning at the high school level.

Put Students First \* Seek Growth \* Be Open to Change \* Do Great Work Together \* Value Differences

**VDOE:** The teacher demonstrates a commitment to equity and provides instruction and classroom strategies that result in culturally inclusive and responsive learning environments and achievement for all students.

*-VIRGINIA BOARD OF EDUCATION GUIDELINES FOR  
UNIFORM PERFORMANCE STANDARDS AND EVALUATION  
CRITERIA FOR TEACHERS*

## Standard 6: Culturally Responsive Teaching and Equitable Practices

*The teacher demonstrates a commitment to equity and provides instruction and classroom strategies that result in culturally inclusive and responsive learning environments and achievement for all students.*

<p><b>Standard 6 Competencies</b></p>	<p><b>Highly Effective</b> <i>In addition to meeting the requirements for Effective.</i></p> <p>The teacher demonstrates and promotes respect for differences and cultivates relationships anchored in affirmation and mutual respect; and utilizes data informed strategies to support academic achievement for all students.</p>	<p><b>Effective</b> <i>Effective is the expected level of performance.</i></p> <p>The teacher demonstrates a commitment to equity and provides instruction and classroom strategies that result in culturally inclusive and responsive learning environments and achievement for all students.</p>	<p><b>Approaching Effective</b></p> <p>The teacher is inconsistent in demonstrating high expectations for all students and/or is inconsistent in providing instruction and classroom strategies that result in inclusive learning environments and student engagement practices.</p>	<p><b>Ineffective</b></p> <p>The teacher fails to demonstrate a commitment to equity and/or fails to adapt instructional and classroom strategies in a way that results in culturally inclusive and responsive learning environments and academic achievement for all students.</p>
<p><b>1. Establishes meaningful relationships with all students and encourages appropriate student to student relationships.</b></p>	<ul style="list-style-type: none"> <li>Utilizes structures and/or strategies that promote inclusivity and build classroom communities (e.g., morning meetings/check-ins, closing circle, culturally responsive CRP/SEL stockpile, etc.) and serves as a role model for others.</li> </ul>	<ul style="list-style-type: none"> <li>Collaborative structures are strategically selected to engage students in student-to-student interactions.</li> </ul>	<ul style="list-style-type: none"> <li>Inconsistently utilizes structures and/or strategies that promote inclusivity.</li> </ul>	<ul style="list-style-type: none"> <li>Fails to utilize structures and/or strategies that promote inclusivity.</li> </ul>
<p><b>2. Connects classroom curriculum and instruction to cultural examples, experiences, backgrounds, and traditions of a diverse student population.</b></p>	<ul style="list-style-type: none"> <li>Selects and utilizes culturally diverse instructional resources to build students' cultural awareness and connect content to the students' own cultural experiences.</li> </ul>	<ul style="list-style-type: none"> <li>Selects and utilizes resources that are culturally diverse and respectful of student differences.</li> </ul>	<ul style="list-style-type: none"> <li>Inconsistently selects and utilizes resources that are culturally diverse and respectful of student differences.</li> </ul>	<ul style="list-style-type: none"> <li>Fails to acknowledge the cultural differences of students and utilize resources that are culturally diverse and respectful of student differences.</li> </ul>
<p><b>3. Utilizes a variety of data to identify and respond to diverse student needs.</b></p>	<ul style="list-style-type: none"> <li>Disaggregates and utilizes multiple data sources and takes the initiative to identify and implement effective school and classroom supports and interventions to meet the needs of all student reporting groups.</li> </ul>	<ul style="list-style-type: none"> <li>Disaggregates and utilizes multiple data sources such as academic performance, attendance, and discipline to identify appropriate classroom instructional responses to implement for the success of all student reporting groups.</li> </ul>	<ul style="list-style-type: none"> <li>Inconsistently disaggregates and utilizes data sources to identify appropriate supports/interventions for student reporting groups.</li> </ul>	<ul style="list-style-type: none"> <li>Fails to disaggregate data sources.</li> </ul>



# Cultural Competency Training

*For Educators Seeking Initial Licensure or Renewal from the Virginia Board of Education*



**Questions?**



**Subject:** Level Up Virginia Update

**Item Number:** 1C

**Section:** Workshop

**Date:** December 12, 2023

**Senior Staff:** Danielle E. Colucci, Chief Academic Officer

**Prepared by:** Robert B. Jamison, Executive Director for the Office of Student Support Services  
Ann M. Chowns, Instructional Specialist for School Counseling Services

**Presenter(s):** Robert B. Jamison, Executive Director for the Office of Student Support Services

**Recommendation:**

That the School Board receive information regarding how Virginia Beach City Public Schools coordinates events in alignment with the statewide Level Up Virginia (LUV) initiative led by the State Council of Higher Education for Virginia and the Virginia Department of Education. The mission of this initiative is to increase postsecondary readiness, enrollment and completion for all students in the Commonwealth. Virginia Beach City Public Schools (VBCPS) shares a similar commitment to the LUV initiative by making college access information easily understandable and accessible for students of all backgrounds.

**Background Summary:**

As stated in the VBCPS strategic framework, Compass to 2025, the school division seeks to engage all students in rigorous, authentic, and student-centered learning to help them identify their passions, take ownership of their learning, and create a plan for pursuing their postsecondary goals. This goal of the strategic framework directly aligns with the goals of the LUV initiative. By focusing on these shared objectives, students and families are provided, resources, support, and information that empower students to overcome challenges and fulfill their potential.

**Source:**

[Level Up Virginia](#) (2023)

**Budget Impact:**

None.

**Staffing:**

No new staffing is required for implementation.



# Level Up Virginia Updates

Department of Teaching and Learning  
Office of Student Support Services

School Board Workshop  
December 12, 2023

## Class of 2023 by the Numbers

- 83.3% of the Class of 2023 reported that upon graduation, they will:
  - Attend a 4-year college/university – **56.6%**
  - Attend a 2-year college – **21%**
  - Pursue Business/Technical School/Other Educational Plans – **5.8%**
- Scholarships
  - Offered: \$97,942,067.00
  - Accepted: \$62,040,899.00
  - **8 Appointments** to the US Naval Academy, US Coast Guard Academy, & US Merchant Marine Academy

## What is Level Up Virginia?

- Level Up Virginia (LUV) is a statewide initiative led by the State Council of Higher Education for Virginia (SCHEV) and the Virginia Department of Education (VDOE).
- The mission is to increase postsecondary readiness, enrollment and completion for all students in the Commonwealth.
- LUV is committed to making college access information easily understandable and accessible for students of all backgrounds.

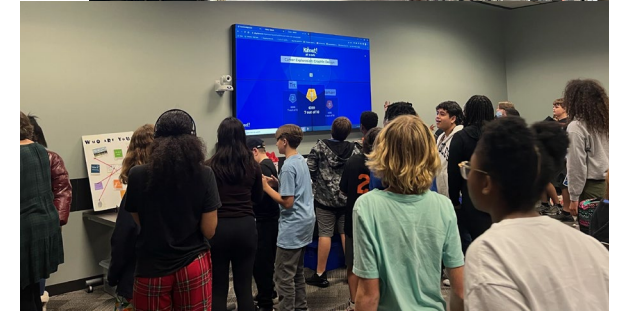
# Level Up Virginia: Goals

- Educate students, families and staff about the many pathways to success, including 2-year colleges, 4-year colleges, trade schools, apprenticeships, certificate programs and more.
- Create a culture of college and career aspirations in Virginia schools.
- Consistently communicate the expectation that all students will seek a postsecondary education (education beyond high school).
- Increase FAFSA (Free Application for Federal Student Aid) completion rates at Virginia high schools.
- Make Virginia the best state for education by 2030 — 1.5 million additional postsecondary credentials and 70% educational attainment.



# VBCPS Alignment with Level Up Virginia

- College and career readiness activities
  - AVID College Field Trips
  - Career Fairs
  - Career Wax Museums and Parades
  - College Options for Military Students - November 30 at Landstown HS
  - Future Fridays
  - Virginia Beach Public Library Field Trips



# VBCPS Alignment with Level Up Virginia

- Strategic Framework: Student Ownership of Learning
  - Engage all students in rigorous, authentic, and student-centered learning to help them identify their passions, take ownership of their learning, and create a plan for pursuing their postsecondary goals.
- Strategic Action Agenda: Creating Future-Ready Students
  - Ensuring all students and staff are invested in the Academic and Career Planning process and understand the role it serves in supporting students' future aspirations.



## Level Up in VBCPS: College Nights in VA

- VBCPS College Night was held on October 24, 2023, at the Virginia Beach Convention Center
  - 120 Colleges/Universities in attendance
  - Also in attendance:
    - ACCESS College Foundation
    - Military-Connected School Counselors
    - Parent Resource Center
    - CHKD Mental Health Services, Kempsville Center for Behavioral Health, City of Virginia Beach Office of Consumer & Family Affairs & Prevention Services, Fleet & Family Support Program, and National Alliance for Mental Illness

## Level Up Virginia: 2023-2024 Events

- College Nights in Virginia
- Virginia College Application Week
- FAFSA Next
- Decision Day VA

# Level Up in VBCPS: College Application Week

- College Application Week was October 23-27, 2023
  - Activities that provide the senior class the time & assistance needed to complete college applications, facilitating college representative visits, and parent information nights
- 4 high schools officially registered, and 8 high schools unofficially participated
- All high schools invite college representatives to meet with students, school counselors support students through the college application process, and host parent information nights to discuss post-secondary planning

## Class of 2024 by the Numbers (through Nov. 16)

- 100% of seniors met with their school counselors individually to review graduation requirements and discuss post-secondary plans
  - Notice of Senior Graduation Status
  - Review of transcript
- VBCPS high schools hosted 304 college representative visits
- 1,434 seniors have submitted a college application through the Common App

## Level Up in VBCPS: FAFSA Next

- Goal is to increase FAFSA completion across VA
- ACCESS College Foundation
  - Presented to Secondary School Counseling Department Chairs on October 17 to review the updates to the FAFSA
  - 2 FAFSA Seminars at VBCPS College Night
  - Parent Nights at each high school after the FAFSA is released this month



## Level Up in VBCPS: Decision Day

- Annual culminating event for Level Up Virginia to recognize ALL high school seniors for their postsecondary plans and encourage younger students and families to prepare early for postsecondary education.
- High schools and centers across the division will also celebrate post-secondary plans of all high school seniors through site-based Decision Day Activities.

## Activities on the Horizon

- Recorded Presentation on Dual Enrollment and Postsecondary Pathways
- Course Selection Process – ATC and Tech Center events
- Enroll, Enlist, Employ events at various locations
- Onsite Admissions Event in March 2024
  - Greenlight Match
- Advertise ACCESS College Foundation Commitment Day 2024
- Scholarship Totals & Senior Survey Data for the Class of 2024 will be available in late June



# Level Up Virginia Updates

Teaching and Learning  
Office of Student Support Services

School Board Workshop  
December 12, 2023



**Forecast of Regular School Board Meeting Agenda Topics FY 24**

**Subject:** Third Quarter – January, February, March 2023 **Item Number:** 1D

**Section:** Workshop **Date:** December 12, 2023

**Senior Staff:** Eugene F. Soltner, Ed.D., Chief of Staff

**Prepared by:** Eugene F. Soltner, Ed.D., Chief of Staff

**Presenter(s):** Donald E. Robertson Jr., Ph.D., Acting Superintendent

**Recommendation:**

That the School Board receive the Administration's forecast of agenda topics to be presented at School Board meetings during the third quarter (January, February, and March) of the 2023-2024 school year.

**Background Summary:**

Every quarter (July, August, September; October, November, December; January, February, March; April, May, June) topics are discussed by Senior Staff members or recommended by School Board members to be presented at School Board Meetings.

**Source:**

**Budget Impact:**



**Subject:** School Board Recognitions **Item Number:** 7A-C

**Section:** Student, Employee and Public Awards and Recognitions **Date:** December 12, 2023

**Senior Staff:** Dr. Admon Alexander, Acting Chief Communications and Community Engagement Officer

**Prepared by:** David Schleck, Public Relations Coordinator

**Presenter(s):** Carolyn Weems, Vice Chair

**Recommendation:**

That the School Board recognize the outstanding accomplishments of those receiving the Dec. 12, 2023, School Board recognitions. These designated achievements should not be taken lightly as they fall within a listing of criteria that require achievements including a national or state-level win in a competition, event, or achievement. Examples would be those of National Merit Finalists, taking first place for a state-level sports competition, or other similar meritorious examples. This meeting we will recognize:

1. Girls Cross Country state champion , Kellam High School
2. Girls Cross Country state champions, Ocean Lakes High School
3. Girls Volleyball state champions, First Colonial High School

**Background Summary:**

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

**Recognition Criteria:**

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

**Source:**

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

**Budget Impact:**

None.



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

**Section:** Approval of Meeting Minutes **Date:** December 12, 2023

**Senior Staff:** N/A

**Prepared by:** Regina M. Toneatto, School Board Clerk

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

**Recommendation:**

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

- A. November 28, 2023 Regular School Board Meeting

**Note:** Supporting documentation will be provided to the School Board under separate copy and posted to the School Board website.

**Background Summary:**

N/A

**Source:**

Bylaw 1-40

**Budget Impact:**

N/A



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

School Board Services

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**School Board Regular Meeting MINUTES**  
**Tuesday, November 28, 2023**

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

- A. **Closed Session:** At 3:02 p.m., Vice Chair Weems made the following motion, seconded by Ms. Melnyk that the School Board recess into Closed Session in accordance with the exceptions to open meetings law set forth in Code of Virginia §2.2-3711, Part A, Paragraph 1, 7, and 8 as amended, to deliberate on the following matters:

1. Discussion, consideration, or interviews of prospective candidates for employment; assignment, appointment, promotion, performance, demotion, salaries, disciplining, or resignation of specific public officers, appointees, or employees of any public body; and evaluation of performance of departments or schools of public institutions of higher education where such evaluation will necessarily involve discussion of the performance of specific individuals.
7. Consultation with legal counsel and briefings by staff members or consultants pertaining to actual or probable litigation, where such consultation or briefing in open meeting would adversely affect the negotiating or litigating posture of the public body. For the purposes of this subdivision, "probable litigation" means litigation that has been specifically threatened or on which the public body or its legal counsel has a reasonable basis to believe will be commenced by or against a known party. Nothing in this subdivision shall be construed to permit the closure of a meeting merely because an attorney representing the public body is in attendance or is consulted on a matter.
8. Consultation with legal counsel employed or retained by a public body regarding specific legal matters requiring the provision of legal advice by such counsel. Nothing in this subdivision shall be construed to permit the closure of a meeting merely because an attorney representing the public body is in attendance or is consulted on a matter.

Namely to discuss:

- A. Petition to Revoke Postgraduate Professional Teaching License, PGP-0612263 Pursuant to 8VAC20-23-720
- B. Consultation with legal counsel regarding probable litigation and pending litigation matters and for provision of legal advice.

Chair Riggs called for a vote. The School Board Clerk announced there were ten (10) ayes in favor of the motion to recess into Closed Session: Chair Riggs, Vice Chair Weems, Ms. Anderson, Ms. Brown, Mr. Callan, Mr. Culpepper, Ms. Franklin, Ms. Manning, Ms. Melnyk, and Ms. Owens. The motion passed, 10-0-0.

The School Board recessed into Closed Session at 3:04 p.m.

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

- A. Petition to Revoke Postgraduate Professional Teaching License, PGP-0612263 Pursuant to 8VAC20-23-720: School Board members: Chair Riggs, Vice Chair Weems, Ms. Anderson, Ms. Brown, Mr. Callan, Mr. Culpepper, Ms. Franklin, Ms. Manning, Ms. Melnyk, and Ms. Owens; Kamala H. Lannetti, School Board Attorney; Dannielle Hall-McIvor, Senior School Board Attorney; Donald E. Robertson, Ph.D., Acting Superintendent; Cheryl R. Woodhouse, Chief Human



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Resources Officer; Edie L. Rogan, Director, Office of Employee Relations; Regina M. Toneatto, School Board Clerk; Joanna Mills-Simpson; Pastor Cheryl Muniz; and Kathleen Beard Adams, CCR, RPR, CRR, Court Reporter, Halasz Reporting & Video, LLC.

The School Board reconvened at 4:04 p.m.

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

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

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

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

Ms. Melnyk made the motion, seconded by Ms. Brown for Certification of Closed Session. Chair Riggs called for a vote. The School Board Clerk announced there were ten (10) ayes in favor of the motion for Certification of Closed Session: School Board members: Chair Riggs, Vice Chair Weems, Ms. Anderson, Ms. Brown, Mr. Callan, Mr. Culpepper, Ms. Franklin, Ms. Manning, Ms. Melnyk, and Ms. Owens. The motion passed, 10-0-0.

1. **Administrative, Informal, and Workshop:** Chair Riggs convened the Administrative, Informal, and Workshop at 4:14 p.m. on the 28<sup>th</sup> day of November and announced members of the public will be able to observe the School Board meeting through live streaming on [schoolboard.vbschools.com/meetings/live](https://schoolboard.vbschools.com/meetings/live), broadcast on VBT Channel 47, and on Zoom; welcomed members of the public both in person and online.

In addition to Donald E. Robertson, Ph.D., Acting Superintendent, the following School Board members were present in the School Administration Building #6, School Board Chamber: Chair Riggs, Vice Chair Weems, Ms. Anderson, Ms. Brown, Mr. Callan, Mr. Culpepper, Ms. Franklin, Ms. Manning, Ms. Melnyk, and Ms. Owens. The following School Board member was not in attendance: Ms. Martin, due to being at the hospital with her husband, who was having surgery.

- A. **School Board Administrative Matters and Reports:** Chair Riggs shared information regarding 12-month employees and Holiday break; Policy 4-88.E.2; surrounding school districts holiday days off; consideration of making December 27 to December 29 part of the Holiday break for VBCPS 12-month employees; there was a brief discussion regarding the holiday break; leave of other school divisions; share with School Board; adding the days off in the future to the employee calendar. Vice Chair Weems mentioned the VSBA Fall Conference; sharing information from the conference with the entire School Board. Chair Riggs thanked the School Board members who attended the VSBA Conference. Chair Riggs shared information regarding the superintendent search; the public input portion of the superintendent search has ended; there will be a closed session starting at 2:00 p.m. at the December 12 meeting; the School Board will be meeting with the consultants from HYA to review applicants and develop the interview process.
- B. **Facilities Update:** Jack Freeman, Chief Operations Officer, and Melisa Ingram, Executive Director, Facilities Services presented the School Board an update about facilities; Mr. Freeman provided an introduction; mentioned the current new school construction; other projects in the CIP budget – roof and HVAC replacements, foundation work, fire suppression replacements; reviewed historic and projected inflation rates; compounding effects of inflation; no funding increases; reviewed 6-year projected funding compared to inflation; level funding does not account for inflation; Ms. Ingram continued the presentation; reviewed approved funding sources FY23/24; funding for CIP remains relatively flat; look for opportunities to supplement funding with grants; CIP maintenance projects: \$195.7 million appropriations over 6 years – tennis court renovations, energy performance contracts, renovations and replacements: grounds, HVAC, roofing, various; CIP new construction projects: \$177.6 million appropriations over 6 years – An Achievable Dream Academy at Lynnhaven Middle School, Princess Anne High School replacement, Bettie F. Williams/Bayside 6<sup>th</sup> Grade Campus (Grades 4-6) replacement, Bayside High School replacement; cumulative 6-year funding: total CIP \$373.3 million, maintenance projects \$195.7 million (52.4%) and new construction projects \$177.6 million (47.6%); CIP funding for 2023-2024: \$62.8 million, maintenance projects \$36.0 million and new construction projects \$26.8 million; reviewed data for maintenance projects – HVAC, reroofing, and various are the largest funded areas; reviewed funding costs for renovations and replacements of HVAC; HVAC system conditions,

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33.3% unsatisfactory, 22.2% fair; reviewed listing of prioritized HVAC projects over 6 years; reviewed funding costs for renovations and replacements of reroofing; roof systems conditions, 9.8% unsatisfactory, 14.1% fair; reviewed listing of prioritized reroofing projects over 6 years; reviewed funding costs for various CIP projects (foundation repairs, ADA improvements, fire alarm replacements, etc.)  
The presentation continued with questions and comments regarding total number of square footage of all buildings to maintain; ensuring schools are safe during use and renovations; state construction grants; opportunity for students to gain hands-on experience; reduction in enrollment; building capacity; Building Utilization Committee (BUC) meeting December 8; lottery system funding; new construction projects/appropriations; reduction of portable classrooms; CIP funding; size of new buildings; and class sizes.

- C. Early Childhood Programs Update: Roni Myers-Daub, Ed.D., Executive Director, Office of Programs for Exceptional Children and Laura Silverman, Director of Title I Programs provided the School Board an update on early childhood programs in Virginia Beach City Public Schools; mentioned *Compass to 2025* strategic framework – Goal 1: Educational Excellence, strategies – pursue opportunities to expand early childhood education offerings; Preschool Assessment Center (PAC): preschool-aged children (2-5) suspected of having a disability are referred to the Preschool Assessment Center, referral sources include Infant & Toddler Connection (IDEA Part C), parents and caregivers; reviewed PAC referral data, 2022-2023: 752 referrals, 599 eligible; Early Childhood Special Education (ECSE) services and environments: home-based with in-home itinerant services, community-based itinerant services, school-based: Pre-K with itinerant or inclusion services, ECSE self-contained classroom with all services in this setting; children served in ECSE Special Education setting – 453 as of September 30.

Ms. Silverman continued the presentation; reviewed historical enrollment data for Pre-K; Pre-K enrollment 2023-2024 – Pre-K Schools: 27, Pre-K Classrooms: 52, total students: 936; VBCPS Pre-K funding sources – Virginia Preschool Initiative, local budget, grants; VBCPS Pre-K Program – selection based on factors determined by the VDOE, full day program, children must be 4 years old on or before September 30, child's primary residence must be in Virginia Beach, VA, purpose – create strong foundations for our youngest learners to be prepared for kindergarten and beyond; phases of the Pre-K application process: apply, verify, notify; information at [vbschools.com/academics/pre-kindergarten](https://vbschools.com/academics/pre-kindergarten).

Pre-K instruction and assessments - Virginia's Early Learning and Development Standards (ELDS), Virginia Kindergarten Readiness Program (VKRP), VA Language and Literacy Screener (VALLS), Early Mathematics Assessment System (EMAS), Child Behavior Rating Scale (CBRS); Classroom Assessment Scoring System (CLASS) – an observation tool that focuses on the effectiveness of classroom interactions among teachers and children; CLASS allows us to observe and measure classroom interactions, provide feedback to teachers and teacher assistants, develop goals for teaching and learning, improve our practices and programs; professional development opportunities: Department of Teaching and Learning Conference 2023, summer essentials, administrator PD sessions, Fall/Spring full-day training, Pre-K monthly check-ins, evening PD sessions on Zoom, coaching cycles; Pre-K family engagement: family focus nights, discovery nights, Classroom in Action events; Title I Reading Bus – promotes and models early literacy learning, visits all Pre-K classes, makes monthly community stops, participates in community events; mentioned community partnerships; transitioning to Kindergarten – current: registration begins in April, IEP meetings for students with disabilities, Head Start school visits, Pre-K summer – reading packs, newsletter, learning camp, Kindergarten book packs for all Title I schools; summer of 2024: summer camp for incoming Kindergarten students who have not attended an early childhood program – Title I, family sessions to prepare children for kindergarten (summer).

The presentation continued with questions and comments regarding application process; getting information about program (VBCPS website, contact office, social media); age a student can have an IEP; increasing numbers in programs; average number of students in classroom; parental involvement; and teacher assistants in classrooms.

- D. VSBA Legislative Positions: Due to time constraints, the topic was discussed at the end of the meeting, See agenda item #17 – Return to Administrative, Informal, Workshop or Closed Session matters.

2. **Closed Session:** None during the Administrative, Informal, and Workshop session. See agenda items Pre-Meeting and item #17 – Return to Administrative, Informal, Workshop or Closed Session matters.
3. **School Board Recess:** Chair Riggs adjourned the Administrative, Informal, and Workshop session at 5:34 p.m.
4. **Formal Meeting (School Administration Building #6 – School Board Room) ..... 6:00 p.m.**

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5. **Call to Order and Roll Call:** Chair Riggs convened the meeting of the School Board at the School Administration Building #6, School Board Chamber at 6:02 p.m. on the 28<sup>th</sup> day of November 2023 and welcomed members of the public both in person and online.
- In addition to Donald E. Robertson, Ph.D., Acting Superintendent, the following School Board members were present in the School Board Chamber: Chair Riggs, Vice Chair Weems, Ms. Anderson, Ms. Brown, Mr. Callan, Mr. Culpepper, Ms. Franklin, Ms. Manning, Ms. Martin (arrived at 6:16 p.m.), Ms. Melnyk, and Ms. Owens.
6. **Moment of Silence followed by the Pledge of Allegiance**
7. **Student, Employee and Public Awards and Recognition**
- A. **VDOE Purple Star Designation:** The School Board recognized the following schools which received the Purple Star designation: Birdneck Elementary School, Frank W. Cox High School, Indian Lakes Elementary School, and John B. Dey Elementary School. The Purple Star designation is awarded to military-friendly schools that have demonstrated their commitment to meeting the needs of military-connected students and their families. VBCPS currently has 82 schools and centers that have earned the VDOE Purple Star Designation.
8. **Adoption of the Agenda:** Chair Riggs called for any modifications to the agenda as presented. Ms. Manning requested an amendment to the agenda, Consent item #14C – Part-time Pay Rates be moved to Action item #15C, Ms. Melnyk seconded. Without discussion, Chair Riggs called for a vote to approve the moving of Consent item #14C to Action item #15C. The School Board Clerk announced there were ten (10) ayes in favor of moving Consent item #14C to Action item #15C: Chair Riggs, Vice Chair Weems, Ms. Anderson, Ms. Brown, Mr. Callan, Mr. Culpepper, Ms. Franklin, Ms. Manning, Ms. Melnyk, and Ms. Owens. The motion passed, 10-0-0.
- Chair Riggs called for any additional modifications to the agenda. Hearing none, Chair Riggs called for a motion to approve the agenda as presented and modified. Ms. Owens made the motion, seconded by Ms. Franklin. Without discussion, Chair Riggs called for a vote to approve the agenda as presented and modified. The School Board Clerk announced there were ten (10) ayes in favor of the motion to approve the agenda as presented and modified: Chair Riggs, Vice Chair Weems, Ms. Anderson, Ms. Brown, Mr. Callan, Mr. Culpepper, Ms. Franklin, Ms. Manning, Ms. Melnyk, and Ms. Owens. The motion passed, 10-0-0.
9. **Superintendent's Report (second monthly meeting) and recognitions (first and second monthly meetings):** Donald E. Robertson, Ph.D., Acting Superintendent shared the following information: 1) U.S. News & World report recently ranked Kingston Elementary as the No. 1 elementary school in Virginia; Old Donation School was ranked as the No. 1 middle school and the No. 2 elementary school in the state; several schools ranked in the Top 50 in Virginia – out of 1,754 elementary schools: North Landing ranked No. 17 and Thoroughgood Elementary ranked No. 35; of the 1,005 Virginia middle schools ranked by U.S. News & World Report: Great Neck Middle ranked 20<sup>th</sup>, Plaza Middle ranked 27<sup>th</sup>, Virginia Beach Middle ranked 30<sup>th</sup>, Princess Anne Middle ranked 37<sup>th</sup>, and Salem Middle ranked 40<sup>th</sup>; 2) on-time graduation rate stands at 95.3% for the 2023 cohort year, outperforming the statewide rate, which was 91.9%; dropout rate was 2.8% compared to the statewide rate of 5.4%, the division's on-time graduation rate has increased steadily from 84.2% in 2008 to 95.3% in 2023 and the dropout rate has decreased from 7% in 2008 to 2.8 5 in 2023; 3) celebrated the opening of An Achievable Dream Middle and High School at Lynnhaven, the building includes 13 learning spaces, a schola, and plenty of open areas where students can collaborate in hands-on, project-based activities; 4) volunteers and staff help the Office of Family and Community Engagement serve over 380 families at the ReStock and Roll event, special thanks to the 25 student volunteers from Landstown High School's Rho Kappa National Social Studies Honor Society, the backpacks and school supplies were donated by the United Way of South Hampton Roads, Coastal Edge and Virginia Beach Education Foundation
- Additional community partners were the Foodbank of Southeastern Virginia and the Eastern Shore, the United Way VB Thrive Program, Verizon and Jason's Deli; 5) One of our student's designs is on display as part of Holiday Lights at the Beach; Old Donation sixth grader Kylie Zhu's "Melting Snowman" is now a 17 foot tall display at the boardwalk; City officials and members of Beach Events chose Kylie's artwork from more than 50 entries submitted by Virginia Beach elementary and middle schools, also by 24<sup>th</sup> Street in front of the Virginia Surf & Rescue Museum, our Environmental Studies Program students designed a boat captain display powered by wind and solar energy; and 6) Bayside Sixth Grade Campus received a special visit from esteemed educator Ron Clark, who awarded several teachers with free conference trips; Mr. Clark developed an education model that Bayside Sixth has successfully put in place; students at Bayside Sixth collaborate in groups, or houses, which instill mutual support, pride, and social and emotional learning.

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Dr. Robertson, Acting Superintendent, introduced the following appointments which were voted on and approved at the November 14, 2023 School Board meeting: Bradley A. Ward, Administrative Assistant, Larkspur Middle School as Assistant Principal, Corporate Landing Middle School; and Shannon R. Mackey, Preschool Coach, Department of Early Learning, Norfolk Public Schools as Coordinator, Special Education, Office of Programs for Exceptional Children.

**10. Approval of Meeting Minutes**

A. November 14, 2023, Regular School Board Meeting: Chair Riggs called for any modifications to the November 14, 2023 regular School Board meeting minutes as presented. Hearing none, Chair Riggs called for a motion to approve the November 14, 2023 minutes as presented. Ms. Franklin made the motion, seconded by Ms. Anderson. Without discussion, Chair Riggs called for a vote to approve the November 14, 2023 minutes as presented. The School Board Clerk announced there were ten (10) ayes in favor of the motion to approve the November 14, 2023 minutes as presented: Chair Riggs, Vice Chair Weems, Ms. Anderson, Ms. Brown, Mr. Callan, Mr. Culpepper, Ms. Franklin, Ms. Manning, Ms. Melnyk, and Ms. Owens. There was one (1) abstention: Ms. Martin – was not in attendance at the meeting. The motion passed, 10-0-1.

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

Chair Riggs announced the School Board will hear public comments until 8:00 p.m. on matters relevant to PreK-12 public education in Virginia Beach and the business of the School Board and School Division. Chair Riggs mentioned information regarding speaker process and submitting comments via group email. There were two (2) in person speakers; topics discussed were Human Rights month; public education for everyone; LGBTQ students; characteristics of new superintendent and Thanksgiving holiday.

The Public Comments concluded at 6:26 p.m.

**12. Information**

- A. Interim Financial Statements – October 2023: Daniel Hopkins, Director of Business Services, presented the following financial information to the School Board: as of October 30, the overall revenue trend remains acceptable at this point in the fiscal year; federal revenues are showing an acceptable trend at the end of October; received Impact Aid payments of approximately \$7.8 million year-to-date; other sources of revenue through October are acceptable at this point in the fiscal year, up about \$300,000 from last year mainly due to the Stop Arm Enforcement and collection of damaged technology fees; sales tax receipts are at an acceptable level; year-to-date through October, approximately \$3.5 lower than the same time last year; expenditures and encumbrances trend continues to remain acceptable at this point in the fiscal year; the presentation continued with a brief discussion regarding the reduction of State sales tax.
- B. Policy Review Committee (PRC) Recommendations: That the School Board approve Policy Review Committee (PRC) recommendations regarding review, amendment, and repeal of certain bylaws and policies as reviewed by the PRC at its November 9, 2023 meeting. School Board Attorney, Kamala H. Lannetti presented the following:
1. 5-34/Student Conduct: The PRC does not recommend changes to this Policy. The Policy was reviewed as part of the five-year review cycle.
  2. 5-37/Reporting Data About School Violence and Crime: The PRC recommends significant changes in order to bring the Policy up to date with recent changes made to Code of Virginia § 22.1-279.3:1. There was a brief notation of grammatical errors in section 4A of the policy.
  3. 5-64/Interrogations/ Investigations by Outsides Agencies: The PRC does not recommend changes to this Policy. The Policy was reviewed as part of the five-year review cycle.
  4. 6-80/Summer School: The PRC recommends updating the Policy so that it aligns with recent Virginia Board of Education recommendations.
- C. School Board Legislative Agenda for 2024 General Assembly Session: Joel Andrus, Kemper Consulting, presented the School Board information regarding the School Board Legislative Committee's proposed Legislative Agenda for the 2024 Virginia General Assembly Session; long session (60 days), first day of Session: January 10, new biennial budget, new House and Senate leadership, divided government; budget and funding: support full funding of biennial re-benchmarking, teacher salary increase and recruitment and retention, fully remove support cap, continued resources for behavior and mental health staff, delivering quality Special Education services, dedicated State funding for capital improvements; other legislative issues: school bus driver shortage, eliminate or fund currently unfunded mandates, continued reform of assessment system, expansion of school divisions of innovation.



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The presentation continued with questions and comments regarding school divisions being more creative; Recovery School, funding for school, work with other school divisions, topic discussed, increased interest from other school districts; learning innovation; charter schools; laboratory schools; start-up cost for Recovery School; high school redesign; funding for summer school; dedicated funding for CIP; lottery funds; truancy and accreditation; absenteeism; local and state tax dollars; bringing items to the VBCPS Legislative Committee; and reminders from VBCPS Legislative Committee (Spring and Fall).

- D. Positive Behavioral Interventions and Supports (PBIS): Year-Three Evaluation (Advanced Tiers): Allison M. Bock, Ph.D., Program Evaluation Specialist, Office of Planning, Innovation, and Accountability presented the School Board the Positive Behavioral Interventions and Supports (PBIS): Year-Three Evaluation (Advanced Tiers) report and the administration's recommendations; provided a brief background – PBIS is a framework that facilitates selecting and using interventions within a tiered system of support, PBIS coaches provide embedded school-level coaching; evaluation process and method – update on Tier I implementation: progress toward recommendation areas and related outcome goals; implementation goals for PBIS Tier II, alignment with other related initiatives and cost; data collection: Tiered Fidelity Inventory (TFI), surveys; only schools implementing practices at Tier I and/or Tier II were included in the data collection/analysis; 76 schools completed PBIS Tier I TFI during 2022-2023 – all schools categorized at High Fidelity with a score of 80-100 on overall TFI; two recommendation areas from 2021-2022: behavior feedback at middle and high schools, data review procedures; outcome goals: Goal 1 – students are engaged at school, Goal 2 – students and teachers have positive perceptions of school safety and discipline procedures, Goal 3 – students learn to regulate their emotions and demonstrate social-emotional competence, Goal 4 – students and teachers have positive perceptions of school climate.

Tier I outcome Goal 1 – survey data showed that at least 84 percent of students agreed that they were engaged in their learning, teacher agreement on similar items was higher at the elementary school level (88%-93%) than secondary levels (59%-77%); Tier I outcome Goal 2 – survey data showed that at least 81 percent of teachers agreed that the school was a safe and orderly place to learn, at least 83 percent of students agreed with similar items; Tier I outcome Goal 3 – at all school levels, at least 77 percent of responses to multiple survey items within each SEL competency were agreement responses; Tier I outcome Goal 4 – at least 76 percent of teachers at all levels agreed students treated them with respect, felt supported by school administrators, and teachers and other adults supported on another to meet student needs, at least 86 percent of students agreed that they had positive relationships with other students.

Tier II implementation and fidelity overview, 60 schools implementing PBIS Tier II practices as of 2022-2023; Tier II implementation goals: Goal 1 – schools establish policies and procedures for implementing PBIS Advanced Tiers practices, Goal 2 – schools provide appropriate and effective PBIS Advanced Tiers interventions and supports to students in need and engage the community as needed to support interventions, Goal 3 – data is reviewed and used regularly to inform decision making on PBIS Advanced Tiers practices, Goal 4 – professional learning opportunities provide relevant staff with effective support and information to successfully implement PBIS Advanced Tiers practices within their school; Tier II involvement may include referring students, working with students on Tier II supports, selecting or monitoring Tier II supports, or being a Tier II team member.

Tier II PBIS practices Goal 1 – at least 81 percent of teachers at all levels involved in Tier II agreed that they knew how to identify students who required Tier II supports, how to request assistance and how to select Tier II supports, at least 87% of administrators and other instructional staff agreed with similar items; Goal 2 – at least 74 percent of teachers at all levels involved in Tier II agreed that Tier II supports or interventions provided students with additional instruction or time for skill development, additional structure or predictability, and increased opportunity for feedback about progress, at least 85 percent of administrators and other instructional staff agreed with similar items, at least 83 percent of teachers at all levels involved with Tier II agreed that Tier II supports or interventions were aligned with schoolwide expectations and students who received Tier II supports or interventions also had access to all Tier I universal supports, at least 83 percent of administrators and other instructional staff agreed with similar items; Tier II team members were surveyed about whether Tier II supports or interventions were evidence-based and matched to students' needs, at least 89 percent of team members at all levels agreed; Goal 3 – at least 87 percent of PBIS Tier II team members at each school level agreed that their team monitors the progress and proportion of students participating in Tier II supports or interventions, the TFI items related to tracking student data on Tier II supports were somewhat lower than other TFI items; Goal 4 – relatively low percentages of teachers and other instructional staff involved in Tier II indicated they participated in professional learning related to intervention delivery, the TFI item related to professional learning was lower than other TFI items.

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Under *Compass to 2025*, division has worked to align various tiered initiatives as part of integrated systems of support (PBIS, SRT, and SEL along with special education and 504 supports); cost of PBIS to VBCPS totaled \$490,923, all cost was for staffing and local travel, other costs were covered by grants (\$25,804); recommendations: Recommendation 1 – continue PBIS with modifications noted in recommendations 2 through 4, Recommendation 2 - Continue communication efforts that address how the PBIS framework, division processes (i.e., Student Response Teams, Section 504, the Special Education Committee), and social-emotional learning align as part of integrated systems of support and the structures schools have in place to support student success, Recommendation 3 - Continue to work to ensure all schools have access to a division wide system that allows staff to effectively monitor data related to advanced tier interventions or supports, Recommendation 4 - Provide additional professional learning opportunities for staff involved with Tier II practices regarding aspects of intervention delivery. Robert B. Jamison, Ed.S., Executive Director, Office of Student Support Services continued the presentation and shared the administration's response; administration concurs with recommendations from the program evaluation; professional learning & coaching Support - integration of the PBIS framework within school division processes, customized professional learning for schools and groups of staff, commitment to social-emotional learning (SEL), alignment of Student Response Team (SRT) structure with advanced tiers training from PBIS coaches; access to Unified Insights Data Analytics Platform - pilot the Synergy MTSS Module, enhance data decision making, track specific academic and behavioral interventions for students; continued professional learning regarding Advanced Tiers interventions and supports - changes to the professional learning model in VBCPS, staff know how to identify students, request assistance, and select appropriate supports.

The presentation continued with questions and comments regarding bus drivers using PBIS; students with frequent referrals; ISS; more accountability; insight how teacher and administration believe PBIS is working or not working; data disconnect between teachers and administrators; school safety; change behavior of students; discipline; transition between elementary school and middle school; survey response rate; data in table 13 and table 14; Code of Conduct; use of word fidelity; shared examples of fidelity; part of framework of the program; school needs; and positive reinforcement.

- E. **Salary Resolution:** Crystal M. Pate, Chief Financial Officer, provided the School Board information regarding the revised Salary Resolution FY 2023/24; adjustment to the salary scales for instructional experience-based step scale and the unified experience based pay scale to incorporate the 2% compensation increase effective January 1, 2024; additional funding from the State available for compensation; City Council approved to appropriate additional funding to the School Division; resolution provides the authorization for administration to implement the salary schedules; salary documents will be posted on website; resolution only requires School Board approval; there was a brief discussion regarding time to implement for payroll if voting at December 12 School Board meeting.

**13. Return to public comments if needed:** As noted under Agenda item #11, Public Comments concluded at 6:26 p.m.

**14. Consent Agenda:** Chair Riggs read the following items on the Consent Agenda:

A. Resolution:

1. **Human Rights Month:** Recommended that the School Board approve a resolution recognizing December as Human Rights Month.

B. Textbook Adoptions:

1. **Parenting and Early Learning Careers:** Recommended that the School Board approve the following high school Parenting and Early Learning textbook as recommended by the Textbook Adoption Committee for implementation in the fall of 2024.

Course Title	Textbook	Publisher	Copyright
Parenting and Early Learning Careers	<i>Child Development: Early Stages Through Adolescence</i> , 10 <sup>th</sup> Edition	Goodheart-Wilcox	2024

2. **Teen Living (Grades 6, 7 and 8):** Recommended that the School Board approve the following middle school Teen Living textbook as recommended by the Teen Living Textbook Adoption Committee for implementation in the fall of 2024.

Course Title	Textbook	Publisher	Copyright
Teen Living (6, 7 and 8)	<i>Exploring Life and Career</i> , 8 <sup>th</sup> Edition	Goodheart-Wilcox	2023

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- C. Part-time Pay Rates: Note: item was moved to Action agenda, item #15C. See Adoption of the Agenda, item #8.

After reading the items on the Consent Agenda, Chair Riggs asked if there were any objections to voting on the Consent Agenda items as presented. Ms. Franklin requested to move items #14B1-2 – Textbook Adoptions to Action item #15D1-2, so she could provide an update to the School Board; Ms. Brown seconded the motion. Without discussion, Chair Riggs called for a vote to approve moving Consent Agenda item #14B1-2 to Action Agenda item #15D1-2. The School Board Clerk announced there were eleven (11) ayes in favor of the motion to move Consent Agenda item #14B1-2 to Action Agenda item #15D1-2. The motion passed unanimously, 11-0-0.

Chair Riggs called for a motion to approve the Consent Agenda as amended. Ms. Manning made the motion, seconded by Ms. Owens. Without discussion, Chair Riggs called for a vote to approve the Consent Agenda as amended. The School Board Clerk announced there were eleven (11) ayes in favor of the motion to approve the Consent Agenda as amended. The motion passed unanimously, 11-0-0.

Mr. Callan read the following resolution:

**RESOLUTION**  
**Human Rights Month**  
**December 2023**

**WHEREAS**, Human Rights Day is observed every year on Dec. 10, which is the day the United Nations General Assembly adopted the Universal Declaration of Human Rights in 1948; and

**WHEREAS**, in 2023, Human Rights Day is focusing on how rights are the beginning of peace within societies, and a way to create a fairer society for future generations and

**WHEREAS**, Human Rights Month is a time to come together and remember that human rights are universal rights, and that everyone should be treated with respect and be free from discrimination; and

**WHEREAS**, human rights are at the core of the division's strategic framework, core values, teaching and learning framework and educational equity policy, as in the absence of human dignity we cannot hope to accomplish our mission to "empower every student to become a life-long learner who is a responsible, productive and engaged citizen within the global community;" and

**WHEREAS**, the School Board of the City of Virginia Beach is a positive advocate for the human rights of every member of our school division.

**NOW, THEREFORE, BE IT**

**RESOLVED**: That the School Board of the City of Virginia Beach officially recognizes the month of December 2023 as Human Rights Month; and be it

**FURTHER RESOLVED**: That the School Board of the City of Virginia Beach encourages participation and solidarity in the various school and local activities during Human Rights Month; and be it

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

Adopted by the School Board of the City of Virginia Beach this 28th day of November 2023.

**15. Action**

- A. Personnel Report / Administrative Appointments: Chair Riggs called for a motion to approve the November 28, 2023 personnel report and administrative appointments. Ms. Melnyk made the motion, seconded by Ms. Franklin that the School Board approve the appointments and the acceptance of the resignations, retirements, and other employment actions as listed on the November 28, 2023 personnel report along with the administrative

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appointments as recommend by the Acting Superintendent. Without discussion, Chair Riggs called for a vote to approve the November 28, 2023 personnel report and administrative appointments. The School Board Clerk announced there were eleven (11) ayes in favor of the motion to approve the November 28, 2023 personnel report and administrative appointments. The motion passed unanimously, 11-0-0.

Donald E. Robertson, Ph.D., Acting Superintendent, mentioned the following: Anthony J. Trovato, Administrative Assistant, Glenwood and Kempsville Elementary Schools as Assistant Principal, Glenwood Elementary School.

- B. Policy Review Committee (PRC) Recommendations: Recommended that the School Board approve Policy Review Committee (PRC) recommendations regarding review, amendment, and repeal of certain bylaws and policies as reviewed by the PRC at its October 9, 2023 and November 9, 2023 meetings. Kamala H. Lannetti, School Board Attorney reviewed the updates to the bylaws.

1. Bylaw 1-36/Open Meetings: The PRC recommends changes to clarify when the School Board may meet by electronic communications and the requirements for School Board Members to participate in meetings remotely due to a medical condition or personal matter.  
A discussion followed regarding definition of family as listed in FMLA; Regulation 4-55.1; clarification on family members; changes in the Bylaw; cannot support section D of Bylaw 1-36; proper definitions of family members; language not well defined in Bylaw; increasing the number of participation via virtual; change to calendar year as mentioned in section 2C; support opportunity for School Board members to join meetings via Zoom for family medical reason; ADA and elected officials; undue hardships; suggestion to bring back to PRC committee to clean up language; adding family members; meeting attendance, 2 or 25% of meetings; additional meetings added during the year (special meetings); Bylaw in separate parts – statutory requirements to move from a fiscal year to a calendar year; using personal and medical reasons to miss a meeting; need to vote on Bylaw. Ms. Brown made a motion to divide the questions so that we can vote on all of the stuff that is not the medical portion and then the medical portion separately and then we can edit the medical portion if we need to later; motion was seconded by Ms. Manning; Ms. Lannetti for clarification stated taking out part D – remote participation section one; Ms. Brown confirmed; Ms. Brown called a point of order regarding per Robert's Rules motions divided, the vote is to whether or not to do it, you'll allow it to be divided is taken up without debate; there was a question regarding breaking up the Bylaw; clarification on the motion and dividing the Bylaw; Ms. Lannetti mentioned section D1 would not be voted on, D1 has to do with the medical position, so that would remain, you would not have the extra language regarding family members, voting on all the other changes but not what is in section D; Ms. Brown mentioned to vote on it separately.

Chair Riggs called for a vote in favor of separating Bylaw 1-36/Open Meetings the way Ms. Brown has stated. The School Board Clerk announced there were eight (8) ayes in favor of the motion by Ms. Brown: Vice Chair Weems, Ms. Anderson, Ms. Brown, Mr. Culpepper, Ms. Franklin, Ms. Manning, Ms. Melnyk, and Ms. Owens. There were three (3) nays opposed to the motion by Ms. Brown: Chair Riggs, Mr. Callan, and Ms. Martin. The motion by Ms. Brown passed, 8-3-0.

Ms. Manning made a motion to approve all the changes as proposed in the document except for items in D1 that will be medical – Temporary or permanent disability or other medical condition that prevents physical attendance, vote on the portion that is not D1, seconded by Mr. Culpepper. Ms. Manning mention section D – Remote location participation in meetings, we approve all the Bylaw except that section. A discussion followed regarding the definition of family; Ms. Manning raised a Point of Order regarding the discussion on the floor was not regarding the motion on the floor; the School Board members yielded to the motion on the floor and did not continue the discussion; Ms. Manning stated her motion again, I move to approve all of the changes in Bylaw 1-36 with the exception of item D1 which includes sections A, B, C; Mr. Culpepper seconded the motion. Without future discussion, Chair Riggs called for a vote on Ms. Manning motion. The School Board Clerk announced there were eight (8) ayes in favor of the motion by Ms. Manning: Chair Riggs, Ms. Anderson, Ms. Brown, Ms. Franklin, Ms. Manning, Ms. Martin, Ms. Melnyk, and Ms. Owens. There were three (3) nays opposed to the motion by Ms. Manning: Vice Chair Weems, Mr. Callan, and Mr. Culpepper. The motion by Ms. Manning passed, 8-3-0.

Ms. Brown made a motion to vote on Section D1 of Bylaw 1-36, seconded by Vice Chair Weems; a discussion followed regarding the definition of family; excluding participation; coming to meetings; meeting attendance; caring for family members; in favor of section as written; Regulation 4-55.1; definition of a family member;



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Bylaws and Regulations need to be clear; remote participation; FMLA definitions of family members. Without further discussion, Chair Riggs called for a vote on Section D1 of Bylaw 1-36, as presented tonight. The School Board Clerk announced there were seven (7) ayes in favor of Section D1 of Bylaw 1-36, as presented tonight: Chair Riggs, Vice Chair Weems, Ms. Anderson, Ms. Franklin, Ms. Martin, Ms. Melnyk, and Ms. Owens. There were four (4) nays opposed to Section D1 of Bylaw 1-36, as presented tonight: Ms. Brown, Mr. Callan, Mr. Culpepper, and Ms. Manning. The motion passed, 7-4-0.

2. Bylaw 1-47/Public Comments at School Board Meetings: The PRC recommends that the School Board limit priority for current students on the public speakers list to first ten speakers and then alternate current student speakers with other speakers until current students have all spoken. Kamala H. Lannetti, School Board Attorney, reviewed the changes to Bylaw 1-47; Section C – Limitations on public comments. To open the discussion on the floor, Chair Riggs called for a motion to approve Bylaw 1-47. Ms. Franklin made the motion, seconded by Ms. Anderson. A discussion followed regarding the Bylaw; alternating speakers; students speaking first; students speaking at School Board meetings; suggestion of ten students then ten non-students then alternate; student participation; first-come first-serve in signing up; parents with younger children coming to speak and waiting until after student speakers; student coming to speak on certain topics; speakers participating via Zoom; adults are passionate about topics also; student access to the School Board.

Vice Chair Weems made a substitute motion that we alternate speakers, student-adult-student-adult; Ms. Brown seconded the substitute motion. Ms. Lannetti asked for clarification regarding currently enrolled VBCPS students. Without further discussion, Chair Riggs called for a vote on the substitute motion by Vice Chair Weems. The School Board Clerk announced there were five (5) ayes in favor of the substitute motion by Vice Chair Weems: Vice Chair Weems, Ms. Brown, Mr. Culpepper, Ms. Manning, and Ms. Martin. There were six (6) nays opposed to the substitute motion by Vice Chair Weems: Chair Riggs, Ms. Anderson, Mr. Callan, Ms. Franklin, Ms. Melnyk, and Ms. Owens. The substitute motion did not pass, 5-6-0. The original motion was back on the floor; a discussion continued regarding student speakers; Bylaw change; student speakers at the head of the line. Without further discussion, Chair Riggs called for a vote on Bylaw 1-47, as presented. The School Board Clerk announced there were seven (7) ayes in favor of Bylaw 1-47 as presented: Chair Riggs, Ms. Anderson, Ms. Brown, Mr. Callan, Ms. Martin, Ms. Melnyk, and Ms. Owens. There were four (4) nays opposed to Bylaw 1-47 as presented: Vice Chair Weems, Mr. Culpepper, Ms. Franklin, and Ms. Manning. The motion passed, 7-4-0.

- C. Part-time Pay Rates: Note: item was moved from the Consent agenda, item #14C. See Adoption of the Agenda, item #8. Ms. Manning made a motion to approve the following part-time pay rates, (as presented to the School Board at the last meeting): early literacy support staff, non-certified staff will move from \$18.50 to \$27.21 per hour, certified staff will move from \$21.50 to \$33.50 effective January 1, 2024 through July 1, 2025; Title I Substitute increase pay by \$20.00 per day for all five subcategories effective January 1, 2024 and end June 16, 2024; After School Detention program increase pay from \$20.00 per hour to \$25.00 per hour retroactive to September 1, 2023 and there is no end date; Vice Chair Weems seconded the motion. There was a discussion regarding funding; discussed at last School Board meeting; grant funding; tutoring rate for early literacy for certified staff – moving from \$21.50 to \$33.59; Ms. Manning amended her motion to make the early literacy staff support rather than \$33.50 to \$33.59, Vice Chair Weems seconded the amendment by Ms. Manning. The discussion continued regarding substitutes; currently other tutors make \$27.21 and \$33.59; grant funded; clarification and reasons for increases; substitutes at Title I schools; happy for pay increase for literacy support staff; clarification on the three categories of increases (early literacy support staff, Title I substitutes, after school detention program); reviewed the amounts of the increases. Without further discussion, Chair Riggs called for a vote on the part-time pay rates. The School Board Clerk announced there were eleven (11) ayes in favor of the part-time pay rates. The motion passed unanimously, 11-0-0.

- D. Textbook Adoptions: Note: items were moved from Consent Agenda, see item #14.

1. Parenting and Early Learning Careers: Recommended that the School Board approve the following high school Parenting and Early Learning textbook as recommended by the Textbook Adoption Committee for implementation in the fall of 2024.

Course Title	Textbook	Publisher	Copyright
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Parenting and Early Learning Careers	<i>Child Development: Early Stages Through Adolescence</i> , 10 <sup>th</sup> Edition	Goodheart-Wilcox	2024
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2. Teen Living (Grades 6, 7 and 8): Recommended that the School Board approve the following middle school Teen Living textbook as recommended by the Teen Living Textbook Adoption Committee for implementation in the fall of 2024.

Course Title	Textbook	Publisher	Copyright
Teen Living (6, 7 and 8)	<i>Exploring Life and Career</i> , 8 <sup>th</sup> Edition	Goodheart-Wilcox	2023

Chair Riggs called for a motion to approve the textbook adoptions. Ms. Melnyk made the motion, seconded by Ms. Manning. A discussion followed regarding an update on the textbooks; Danielle E. Colucci, Chief Academic Officer provided an update on the cost of the textbooks; differences in the cost between the first choice and the second choice; spoke with the vendor and received a 25% discount; savings of approximately \$7,000 dollars; main reasons for choosing the textbook – readability of the text and appropriateness of text; review of textbooks. Without further discussion, Chair Riggs called for a vote on the textbook adoptions. The School Board Clerk announced there were eleven (11) ayes in favor of the textbook adoptions. The motion passed unanimously, 11-0-0.

- 16. Committee, Organization or Board Reports:** Chair Riggs mentioned the Governance Committee meeting scheduled for Wednesday, December 6 at 10:00 a.m. and reiterated about the Ribbon Cutting Ceremony at the Achievable Dream Academy, event was well attended, children were enthusiastic, guided tour; Ms. Melnyk mentioned Dr. Robertson's Roundtable event yesterday, group of community members, meeting was held at the Tech Center, meeting again in January; Ms. Franklin thanked Sheriff Holcomb regarding the First Annual Turkey Trot, raised money for VBEF and Beach Bags, appreciated all the efforts; Chair Riggs mentioned the TGIF Celebration is scheduled for December 18 at the Sandler Center starting at 6:00 p.m. Chair Riggs asked about the Einstein Lab and the status; David Din, Chief Information Officer provided an update; there is a technical issue, sound is not getting over to VBTV, waiting for component to be replaced, there was a medical issue with the technician from the vendor; need to reschedule; Chair Riggs mentioned the student group which meets with Dr. Robertson, Superintendent's Student Advisory Council, asking School Board members who are attending the meeting, if they would like to be a moderator at a table.

The School Board took a break at 10:03 p.m. and reconvened at 10:13 p.m.

- 17. Return to Administrative, Informal, Workshop or Closed Session matters:** At 10:13 p.m., Vice Chair Weems made the following motion, seconded by Ms. Melnyk that the School Board recess into Closed Session in accordance with the exceptions to open meetings law set forth in Code of Virginia §2.2-3711, Part A, Paragraph 1, 2, 3, 7, 8 and 29 as amended, to deliberate on the following matters:

1. Discussion, consideration, or interviews of prospective candidates for employment; assignment, appointment, promotion, performance, demotion, salaries, disciplining, or resignation of specific public officers, appointees, or employees of any public body; and evaluation of performance of departments or schools of public institutions of higher education where such evaluation will necessarily involve discussion of the performance of specific individuals.
2. Discussion or consideration of admission or disciplinary matters or any other matters that would involve the disclosure of information contained in a scholastic record concerning any student of any public institution of higher education in the Commonwealth or any state school system. However, any such student, legal counsel and, if the student is a minor, the student's parents or legal guardians shall be permitted to be present during the taking of testimony or presentation of evidence at a closed meeting, if such student, parents, or guardians so request in writing and such request is submitted to the presiding officer of the appropriate board.
3. Discussion or consideration of the acquisition of real property for a public purpose, or of the disposition of publicly held real property, where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the public body.
7. Consultation with legal counsel and briefings by staff members or consultants pertaining to actual or probable litigation, where such consultation or briefing in open meeting would adversely affect the negotiating or litigating posture of the public body. For the purposes of this subdivision, "probable litigation" means litigation that has been

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specifically threatened or on which the public body or its legal counsel has a reasonable basis to believe will be commenced by or against a known party. Nothing in this subdivision shall be construed to permit the closure of a meeting merely because an attorney representing the public body is in attendance or is consulted on a matter.

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

Namely to discuss:

- A. Status of pending employee discipline cases, continuation of Teacher License Revocation hearing, as needed, appointment of certain staff members.
- B. Discussion with staff regarding status of certain matters related to real property related to educational services.
- C. Status of pending student cases and complaints.
- D. Status of pending litigation or administrative cases.
- E. Consultation with legal counsel regarding probable litigation and pending litigation matters.

Chair Riggs called for a vote. The School Board Clerk announced there were eleven (11) ayes in favor of the motion to recess into Closed Session. The motion passed unanimously, 11-0-0.

The School Board recessed into Closed Session at 10:17 p.m.

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

- B. Discussion with staff regarding status of certain matters related to real property related to educational services: School Board members: Chair Riggs, Vice Chair Weems, Ms. Anderson, Ms. Brown, Mr. Callan, Mr. Culpepper, Ms. Franklin, Ms. Manning, Ms. Martin, Ms. Melnyk, and Ms. Owens; Kamala H. Lannetti, School Board Attorney; Donald E. Robertson, Ph.D., Acting Superintendent; Eugene F. Soltner, Ed.D., Chief of Staff; Jack Freeman, Chief Operations Officer; Melisa A. Ingram, Executive Director, Office of Facilities Services; Cheryl R. Woodhouse, Chief Human Resources Officer; David Din, Chief Information Officer; and Regina M. Toneatto, School Board Clerk.

At 10:23 p.m., David Din, Chief Information Officer, left the Closed Session. At 10:38 p.m., Eugene F. Soltner, Ed.D., Chief of Staff; Jack Freeman, Chief Operations Officer; and Melisa A. Ingram, Executive Director, Office of Facilities Services left the Closed Session.

- C. Status of pending student cases and complaints: School Board members: Chair Riggs, Vice Chair Weems, Ms. Anderson, Ms. Brown, Mr. Callan, Mr. Culpepper, Ms. Franklin, Ms. Manning, Ms. Martin, Ms. Melnyk, and Ms. Owens; Kamala H. Lannetti, School Board Attorney; Donald E. Robertson, Ph.D., Acting Superintendent; Cheryl R. Woodhouse, Chief Human Resources Officer; and Regina M. Toneatto, School Board Clerk.
- D. Status of pending litigation or administrative cases; and
- E. Consultation with legal counsel regarding probable litigation and pending litigation matters: School Board members: Chair Riggs, Vice Chair Weems, Ms. Anderson, Ms. Brown, Mr. Callan, Mr. Culpepper, Ms. Franklin, Ms. Manning, Ms. Martin, Ms. Melnyk, and Ms. Owens; Kamala H. Lannetti, School Board Attorney; Donald E. Robertson, Ph.D., Acting Superintendent; Cheryl R. Woodhouse, Chief Human Resources Officer; and Regina M. Toneatto, School Board Clerk.
- A. Status of pending employee discipline cases, continuation of Teacher License Revocation hearing, as needed, appointment of certain staff members: School Board members: Chair Riggs, Vice Chair Weems, Ms. Anderson, Ms. Brown, Mr. Callan, Mr. Culpepper, Ms. Franklin, Ms. Manning, Ms. Martin, Ms. Melnyk, and Ms. Owens; Kamala H. Lannetti, School Board Attorney; Donald E. Robertson, Ph.D., Acting Superintendent; Cheryl R. Woodhouse, Chief Human Resources Officer; and Regina M. Toneatto, School Board Clerk.

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At 10:48 p.m., Donald E. Robertson, Ph.D., Acting Superintendent; and Cheryl R. Woodhouse, Chief Human Resources Officer left the Closed Session. Kamala H. Lannetti, School Board Attorney stepped out of the Closed Session at 10:48 p.m.

School Board member, Ms. Manning left the Closed Session at 11:03 p.m. and returned at 11:04 p.m.  
School Board member, Mr. Culpepper left the Closed Session at 11:05 p.m. and returned at 11:05 p.m.  
Kamala H. Lannetti, School Board Attorney, returned to the Closed Session at 11:07 p.m.

The School Board reconvened at 11:08 p.m.

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

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

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

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

Ms. Melnyk made the motion, seconded by Ms. Brown for Certification of Closed Session. Chair Riggs called for a vote. The School Board Clerk announced there were eleven (11) ayes in favor of the motion for Certification of Closed Session. The motion passed unanimously, 11-0-0.

Chair Riggs read the following resolution, seconded by Ms. Melnyk:

**RESOLUTION RECOMMENDING REVOCATION OF PROFESSIONAL LICENSE OF  
JOANNA MILLS-SAMPSON Collegiate Professional License # PGP-0612263**

**WHEREAS**, Ms. Joanna Mills-Sampson (hereinafter "teacher") was a VBCPS early childhood special education teacher who was placed on suspension in September 2019 pending the outcome of her appeal of a Child Protective Services Founded, Physical Abuse, Level One disposition unrelated to her duties as a school employee; and

**WHEREAS**, on May 16, 2022 the teacher submitted her resignation from VBCPS and on October 10, 2023, the School Division was notified that the disposition had been amended to a Founded, Physical Abuse, Level Three; and

**WHEREAS**, on October 18, 2023, the Acting Superintendent informed the teacher that he would be petitioning the School Board to recommend that the Virginia Board of Education revoke the teacher's teaching license; and

**WHEREAS**, on November 28, 2023, the School Board held a hearing to consider the Acting Superintendent's recommendation. At the hearing, the teacher and the School Administration provided evidence and argument regarding the recommendation; and

**NOW, THEREFORE, BE IT RESOLVED THAT**, that the School Board does not recommend that Joanna Mills-Sampson's Professional License be revoked by the Virginia Board of Education and directs that the Acting Superintendent forward a copy of both this Resolution and his October 18, 2023 Petition to Revoke Professional

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License together with all the exhibits presented to the School Board to the Superintendent of Public Instruction and the Virginia Board of Education; and

**FURTHER RESOLVED**, that the Clerk shall provide a copy of this Resolution to Ms. Mills-Sampson, the School Board Attorney, the Director of Employee Relations, and the Chief Human Resources Officer who shall place a copy of this Resolution together with a copy of the supporting documentation in Ms. Mills-Sampson's personnel file.

Adopted by the School Board of the City of Virginia Beach this 28th day of November 2023.

After reading the resolution, Chair Riggs called for a vote. The School Board Clerk announced there were eight (8) ayes in favor of the resolution: Chair Riggs, Vice Chair Weems, Ms. Anderson, Ms. Brown, Mr. Callan, Ms. Franklin, Ms. Manning, and Ms. Melnyk. There were two (2) nays opposed to the resolution: Mr. Culpepper, and Ms. Owens. There was one (1) abstention to the resolution: Ms. Martin – not present during the pre-meeting Closed Session in which the matter was discussed.

Returned to workshop item:

D. VSBA Legislative Positions: Recommended that the School Board receive information regarding the Virginia School Boards Association (VSBA) Legislative Positions, as presented and voted upon at the VSBA Delegate Assembly on November 16, 2023; there was a discussion regarding the topic being on the agenda under information; suggestion to continue with topic and get an update; mention of the four new items to be added to the VSBA Legislative Positions handbook; have a discussion before the General Assembly begins; Chair Riggs provided a recap from the VSBA Delegate meeting.

Note: Ms. Martin left the School Board meeting at 11:16 p.m.

The discussion continued regarding the VSBA Legislative positions; all 4 VSBA Proposals 1. School Facility Construction Funds & financing, 2. Employee Criminal Background Checks, 3. School Zone Safety Standards and 4. Judicial Enforcement of Truancy passed; at the VSBA Delegate meeting, Chair Riggs explained her motion to pull Proposal #4 and the outcome; noted she did not have an amendment for Proposal #2, so she did not make a motion to pull that proposal; reviewed the process for amending or adding to the VSBA Legislative positions and taking a different position than that of the VSBA; after the recap, the discussion continued regarding receiving the handbook; rejecting proposals; requesting to address some of the VSBA Legislative positions in the handbook, to discuss and take a position; suggestion to email the Chair and Vice Chair any legislative positions to discuss; truancy; voting on Legislative agenda; discussion on the four items in the handbook; changing the language in some of the VSBA positions; reaching out to the VSBA; and bringing discussion forward to another meeting.

**18. Adjournment:** Chair Riggs adjourned the meeting at 11:39 p.m.

Respectfully submitted:

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

Approved:

\_\_\_\_\_  
Trenace B. Riggs, School Board Chair





Public Hearing on FY 2024/25 School Operating Budget and  
Subject: FY 2024/25 through FY 2029/30 Capital Improvement Program Item Number: 11

Section: Public Hearing Date: December 12, 2023

Senior Staff: Crystal M. Pate, 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 FY 2024/25 Operating Budget and FY 2024/25 through FY 2029/30 Capital Improvement Program (CIP) as advertised on page 2 in the Sunday, November 26, 2023, edition of the Beacon – a local publication of *The Virginian-Pilot* and duplicated below:

**VIRGINIA BEACH CITY PUBLIC SCHOOLS**

**INPUT ON OPERATING BUDGET AND CIP**

The School Board of the City of Virginia Beach will hold a PUBLIC HEARING on **Tuesday, December 12, 2023, at 6:00 p.m.** in the School Administration Building, Municipal Center Building 6, 2512 George Mason Drive, Virginia Beach, Virginia.

This is an informative public hearing to solicit priorities and input from the public on:

- 1) FY 2024–2025 Schools’ Operating Budget; and
- 2) FY 2024–2025 through 2029–2030 Capital Improvement Program (CIP).

There will not be a budget document available for review at this time; comments and concerns will be taken into consideration during the budget development process.

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, visually or hearing impaired, and need assistance please call the Clerk of the Board at (757) 263-1016 (757-263-1240 TDD). This facility is equipped with a hearing assistance system.  
TDD – Telecommunications Device for the Deaf.

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

*vbschools.com* – your virtual link to Hampton Roads’ largest school system.

11/23

**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:** Diversity, Equity and Inclusion Update **Item Number:** 13A

**Section:** Information **Date:** December 12, 2023

**Senior Staff:** Ty Harris, Director, Office for Diversity, Equity and Inclusion

**Prepared by:** Ty Harris, Director, Office for Diversity, Equity and Inclusion

**Presenter(s):** Ty Harris, Director, Office for Diversity, Equity and Inclusion

**Recommendation:**

The School Board receive an update on current and upcoming activities from the Office for Diversity Equity and Inclusion.

**Background Summary:**

The Office for Diversity, Equity and Inclusion would like to update the school board on current and upcoming activities.

**Source:**

N/A

**Budget Impact:**

N/A



# Diversity, Equity & Inclusion Update

Office for Diversity, Equity & Inclusion

December 12, 2023



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**Policy and Practice**

02

**Stakeholder Engagement**

03

**On the Horizon**

# Policy & Practice



# 2022-2025 Equity Plan

Virginia Beach City Public Schools

A community commitment to increasing opportunities and  
improving educational outcomes for all students

OFFICE FOR DIVERSITY,  
EQUITY, AND INCLUSION



# Strategic Framework Alignment

## Goal 1

### **Educational Excellence**

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

## Goal 2

### **Student Well Being**

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

## Goal 3

### **Student Ownership of Learning**

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

## Goal 4

### **Exemplary and Diversified Workforce**

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

## Goal 5

### **Mutually Supportive Partnerships**

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

## Goal 6

### **Organizational Effectiveness**

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



# Cultural Competency

## Mandatory VDOE Requirements

- School board adopt and implement policies requiring completion of cultural competency training every two years
- Each school board employee must complete initial cultural competency training by beginning of 2022 SY
- All persons seeking initial licensure or renewal of a license shall complete cultural competency training

## **Board of Education Guidance on Cultural Competency Training for Teachers and Other Licensed School Board Employees in Virginia Public Schools**



**November 2021**

## GOAL 4: AN EXEMPLARY, DIVERSIFIED WORKFORCE

Year One Strategies (22-23)	Year Two Strategies (23-24)	Year Three Strategies (24-25)
All licensed staff completed the VDOE Cultural Competency Module.		All licensed staff will complete division-created cultural competency professional learning. (§ 22.1-298.7)
Teachers will be solicited to serve as design fellows for the domains of the Virginia Cultural Competency Framework. Design Fellows will identify and develop strategies and practices that support each domain. (Goals 1, 2, 3, and 5)	Design Fellows Cohort 1 will share their learning in a variety of ways (e.g. share fairs, videos, and learning walks, presentations at the Leadership Conference). A new cohort of Design Fellows will be convened to review and revise micro-credentials to create a specialization to support cultural competence. Design Fellows will partner with central support staff to create the division plan for the legislated requirement for biennial Cultural Competency training (§ 22.1-298.7) Additional teachers will have the opportunity to engage in communities of practice with design fellows.	Communities of practices will continue to focus on implementation of the cultural competency domains. Revised specialization will be published to create a personalized path for professional learning.

### VDOE Domains

I. Self-Reflection   II. Pedagogy & Practice   III. Learning Environments   IV. Community Engagement



# Stakeholder Engagement



# Beach Girls Rock!





# African American Male Summit





# TIDE Coalition



**Gary Sapinoso** @GarySapinoso13 · Nov 24

Turkey Trot 2023, Happy (late) Thanksgiving! (read the shirt, it's the truth)





# Steve Prince



Steve Prince, artist.







Making Waves



# VOICE

Virginia Beach Opportunities for Innovation through Community Engagement

- Libraries
- Housing & Neighborhood Preservation
- Public Utilities
- Human Services
- Parks & Recreation
- Virginia Aquarium

# On the Horizon



# Season for Nonviolence





# DARION BURKE

Would consider taking AP

- Academic Strategies
- Community Leadership
- Grit
- Growth Mindset

**No adult encouragement**  
**Teacher Belonging**  
**Benefits Barrier**

- I don't know enough about AP classes
- I have competing priorities in my schedule (for example sports, band, CTE) that prevent me from taking AP classes.

I don't feel like my teachers see me. I do as I'm told, but it's almost like they try to see me as something I'm not. I don't know how to explain this -- I just know it makes me not want to be in class.

**Would like the school to know:** I would take an AP class if my teachers told me to. I'm nervous it will conflict with my work and band schedule.

## Science

336	Max: 600
-----	----------

History

489 ★

Max: 600

Math

372 ★ Max: 600

English/Language Arts

423 ★

Max: 600

Questions?

FOR DRAFT  
INFORMATIONAL  
PURPOSES ONLY



**Subject:** VSBA (Virginia School Boards Association) Legislative Positions **Item Number:** 13B

**Section:** Information **Date:** December 12, 2023

**Senior Staff:** N/A

**Prepared by:** Trenace Riggs, School Board Chair

**Presenter(s):** Trenace Riggs, School Board Chair - VSBA Representative

**Recommendation:**

That the School Board discuss the information in the Virginia School Boards Association (VSBA) Legislative Positions, as presented in the VSBA Delegate Handbook.

**Background:**

The VSBA Legislative Positions Handbook is a continuous document that can be amended by the VSBA Delegation Assembly each year at its annual conference.

**Source:**

**Budget Impact:**

N/A

### 5.3 Twenty-first Century Communication for School Boards

Where a quorum of a public body is physically assembled at one location for the purpose of conducting a meeting, additional members of such public body may participate in the meeting through telephonic or video means provided such participation may be heard by the public, as authorized under the Virginia Freedom of Information Act. A quorum may be accounted for via an electronic roll call. The VSBA supports expanded authority to conduct electronic communication meetings, including changes to Virginia's law to allow local school boards to conduct public electronic meetings without the quorum of the public body or any member of the governing board physically assembled at one location when the Governor has declared a state of emergency and the nature of the declared emergency makes it impractical or unsafe for the board to assemble in person. The VSBA also supports adjusting the threshold for meeting requirements to adjust based on a governing board's size rather than the current standard of more than two members meeting, regardless of a board's size. The VSBA supports revision of the records management regulations issued by the Library of Virginia, especially those regulations regarding the management and retention of school board email, in order to achieve a suitable balance between access to and archiving of public records and the resources required for compliance.

Background and Legislative History: Local school board members, upon occasion, are unable to be physically present at a business or other meeting of the board because of work location or travel or temporary home confinement, for some examples. Nevertheless, the school board member who must be physically absent may be able to participate electronically. It is in the interest of the school division and the local community that as many board members as possible participate as the board conducts business or oversees school division programs and functions. Adopted 11/04 (formerly Policy 1.24); Sections of the current state Library Board regulations and their interpretations regarding the management and retention of e-mail sent to public officials including local school board members exceed what may reasonably be considered efficient and economical. To-the-letter implementation of the current regulations detracts from school board operational efficiency. Staff and financial resources are diverted to compliance with the regulations to the detriment of instruction and other areas of school board responsibility. It is not the intention of this policy to eliminate or restrict the electronic archiving of e-mail. Under a 2013 Virginia Code amendment, a "personal matter" can support a school board member's request to participate in a board meeting from a remote location. However, no member can use this option more than two times per year. Extending this option to additional meetings would enhance participation at particular meetings, but also make it feasible for those frequently affected by business travel or family care obligations to engage in public service, and thereby greatly expand the range of talents available for each public body's decision-making. This would modernize, xxx clarify and simplify the conditions under which a member of a school board or other local public body may participate in a meeting from a remote location. It would bring meetings of local public bodies into closer alignment with long-recognized best practices for meetings of boards of directors in the private sector. With this change, members of such a body could participate in meetings while continuing to meet business travel or family care obligations. Even if the change were adopted, several required conditions would still protect the integrity of the meeting, including: a quorum must be present at one site; the public must be able to hear the remote participant and other members of the body have to consent to the off-site participant's inclusion in the meeting. On April 22, 2020, the General Assembly adopted Budget language that allowed local bodies to meet electronically to conduct normal business in light of the coronavirus pandemic. While this will help localities and school boards continue to conduct business

in the short-term, Virginia's open meeting laws should come into alignment with modern technology and not require additional Executive or General Assembly action to allow local governments to operate in the event that they are unable to meet during a state of emergency. Current law is based on a single number, meaning that a much higher percentage of the total board for smaller boards can meet versus larger boards. Example: a meeting of 2 members of a 5-member board represents 40% of that board while a meeting of 2 members of a 12-member board represents only 17% of the larger board. Adjusting the threshold for larger boards would address this inequity and increase operational efficiency without sacrificing transparency for board actions. Adopted 11/04, 11/13 (formerly Policy 1.25); Amended 11/20; 11/21; Review Date: 2034.

### **5.5 Local Choice Health Benefits for School Board Members**

The VSBA supports legislation that will allow local school board members to continue their health benefits program under guidelines for all employees as outlined by VRS retirement requirements to wit:

- Age 50 – 10 years service; and
- Age 55 – 5 years service.

Background and Legislative History: This proposal would mirror the plan available to current employees. Adopted 11/07 (formerly Policy 1.27); Review Date: 2028.

### **5.9 Right of School Boards to Implement Education Reforms**

The VSBA believes that all public schools should be freed from regulations impeding education reform. The power to operate, maintain and supervise public schools in Virginia is within the exclusive jurisdiction of local school boards and is granted to them by the Constitution and the Code of Virginia. Local school boards have the sole prerogatives to:

- Decide to create or not create best practices, magnet schools, vocational schools, charter schools and other innovative schools/programs;
- Evaluate their operation and effectiveness, de-certifying any which fail to meet the terms of their existence;
- Set certain educational standards and outcomes; and
- Determine attendance, employment, fiscal and other policies of these schools are the sole prerogatives of local school boards.

There should be no changes to the charter school law unless initiated by local school boards through the VSBA and there should be no appeal allowed to any entity, in accordance with existing charter school law (22.1-212.10), of the local school board decision to establish such schools/programs. The VSBA will monitor all legislation affecting these innovative schools/programs as it is introduced to the General Assembly and will oppose any plan that would:

- Lead to segregation by race, socioeconomic class or disability;
- Divert state funding away from regular public schools;
- Offer waivers of certain state regulations to these schools, including, but not limited to, required testing, reporting and other requirements in the Standards of Accreditation, without offering the same waivers to regular public schools;
- Fail to guarantee equal access for all students;

- Vest final authority for establishing such schools/programs, regionally or locally, in any body other than the local school board; or
- Exempt such schools/programs from submitting an assessment/ evaluation plan with its application as one condition for approval.

The VSBA supports innovative efforts directed at improving all public schools and opposes all measures that would divert such comprehensive efforts to ensure the best education possible for each child in the Commonwealth. Background and Legislative History: 11/98; Amended 11/01, 11/02 (formerly Resolution 4.38); Review Date: 2028.

### **7.1 Support for Private Education, Vouchers, and Tax Credits**

The VSBA believes that all public schools should provide a quality education for each student and that in meeting local educational needs, locally developed policies and program options which give parents the opportunity to select schools or programs for their children should be considered among a variety of possible educational strategies. The VSBA opposes federal or state efforts to mandate school choice, including efforts to divert or condition funding from existing federal and state programs.

The VSBA supports any plan allowing public, private or home-school students access to schools or school programs that assure the following:

- The plan does not foster racial, social, or economic segregation or segregation of children with disabilities;
- Financial and other administrative issues, such as transportation concerns, are addressed. The VSBA believes local school divisions should not be required or asked to assume the liabilities and burdens of transporting nonpublic school students;
- The plan is not part of a federal or state voucher or scholarship program to finance nonpublic education;
- Students are required to make at least a one-year commitment to a school or program of choice to afford stability of school management;
- Full state reimbursement is made to school divisions for each student who is admitted; and
- No state mandate is created and that decisions regarding access to public school by nonpublic school students remain prerogatives of the local school board.

Private and home schools have no direct accountability to taxpayers for their use of tax revenues because they are explicitly excluded from public accountability under both state and federal law. With vouchers and tuition tax credits, private and home schools would have an advantage in competition with public schools because they can be selective in admissions and can refuse to provide services which public schools by law must provide. Vouchers and tuition tax credits for private and home schools could result in fewer existing state and federal funds appropriated to support public school programs. The VSBA opposes any federal or state voucher and tuition tax credit legislation and any legislation that would provide vouchers or tuition tax credits for elementary and secondary private and home-schooled school students. The VSBA also opposes measures requiring the transfer of local taxpayer funds to other jurisdictions or to private providers should a student choose to enroll in a virtual program outside of their home school division.

Background and Legislative History: A mandate requiring public school divisions to transport nonpublic school students would greatly increase the administrative difficulties of operating the school transportation system. Additional burdens placed on the division would include: the need for more buses; greater fuel consumption; longer bus rides for public school students; more paid hours for bus drivers on shared routes or increased personnel needs and costs for separate routes; accelerated wear and tear on buses resulting in additional maintenance costs and faster replacement of buses; and responsibilities of monitoring student behavior and implementing student discipline for nonpublic school students. Liability burdens also would increase under such a mandate. Local divisions would assume increased insurance costs associated with additional students, buses and personnel. Adopted 12/90 (formerly Policy 2.14); Adopted 10/81; Amended 10/83, 11/02, 11/03 (formerly Resolutions 4.5 and 4.6); Adopted 11/91; Amended 11/94, 11/96, 11/13, 11/14 (formerly Resolution 4.28); Review Date: 2026.

## **7.2 Non-Public School Students Participating in Virginia High School League activities**

The VSBA opposes non-public school students' participation in Virginia High School League (VHSL) activities. Background and Legislative History: This legislative position was brought to the Delegate Assembly through a floor motion because the legislative proposal offered by the Legislative Positions Committee, as well as the existing VSBA legislative positions, did not clearly set out the association's stance on non-public school students participation in Virginia High School League activities. Adopted 11/12; Review Date: 2026.

## **7.3 Compulsory Attendance Requirement**

The VSBA supports amending the Code of Virginia to affirm that annual certification is required, by the student and their parents, for religious exemption from the compulsory attendance requirements. Background and Legislative History: Adopted 11/14; Review Date: 2028.

## **9.13 Election of Board of Education Members**

The VSBA supports changing the method of selection of members of the State Board of Education from appointment by the Governor to election by local school board members, on a Congressional district basis, of one State Board member per Congressional district.

Background and Legislative History: School boards were established with the belief that control of education should be separated from other governmental activities to ensure undivided interest and attention to education and because of the belief in local control of education. The Virginia Board of Education is the Constitutional body with the primary responsibility and authority for effectuating state educational policy, while local school boards have a Constitutional charge to supervise the schools in local school divisions. Local school boards direct one of the largest enterprises, public or private, in any locality; they are responsible for enormous capital investments and annual expenditures, for the employment of thousands of people and for the education of our public school students. The election of



Board of Education members by local school board members in the state of Washington has worked successfully for decades. Local school board members in Virginia are duly qualified to elect members to the State Board because they are most representative of the community interest, values and standards in education and have much expertise in education policy and its implementation. Adopted 11/95; Amended 11/96 (formerly 1.18); Review Date: 2024.

### **10.5 Counseling**

The VSBA believes that parents are a child's first teacher and that the public school institution serves as a resource to prepare children for adulthood. Issues involving family violence, substance abuse in the home, and divorce rank as the top counseling needs in school divisions throughout the Commonwealth. In extreme cases, a teacher or counselor is the only adult a student can confide in or look to for assistance, and to require that parents "opt-in" their children would likely prove unworkable in these situations. Counselors must be able to respond to crisis situations by immediately dealing with the student and, if deemed appropriate in the counselor's professional judgment, by providing follow-up contact and involvement with the family. The added paperwork, bureaucracy and records-keeping associated with an "opt-in" system of counseling would divert limited school board resources, including funding and personnel that are better directed toward educational needs. The VSBA supports the current "opt-out" system and opposes legislation that would mandate an "opt-in" system of school counseling.

The VSBA supports Standards of Quality that provide for the employment of guidance counselors in elementary schools, as well as in middle and high schools, so that every public school student may have the opportunity to benefit from the professional services of guidance counselors that support strong academic achievement.

### **10.9 Guns at School-Related Functions**

Local school boards are held to act "in loco parentis" (in place of parents) by various courts. Students are often in attendance at various school functions, including but not limited to athletic events and school board meetings, hosted/approved by school boards. These functions are, at times, held in non-school building sites.

The VSBA supports the authority of local school boards to prohibit guns at all school-related functions/events regardless of setting. Background and Legislative History: Adopted 11/06 (formerly Resolution 4.54); Review Date: 2022.

### **10.17 Mandatory Reporting of Misdemeanors and Status Offenses**

VSBA supports eliminating mandatory reporting of misdemeanors and status offenses by students to law enforcement for school based incidents. Background and Legislative History: This legislation would make school officials' reporting of student misdemeanor and status offense conduct to law enforcement discretionary. Currently, Virginia State Code § 22.1-279.3:1 requires schools to report a wide level of school-based conduct and over 40 offenses to police, including misdemeanors and status offenses. Virginia ranks first in the nation in the rate of school-based referrals of students to law enforcement. This revision would allow school staff to exercise their professional judgment in making referrals and would reduce the burden on law enforcement of responding to referrals for minor misbehavior. Additionally, it safeguards positive school climate and the authority of school staff as well as reduces school-based referrals, arrests, and court involvement for children. Adopted 11/19; Review Date: 2026



Subject: Policy Review Committee Recommendations

Item Number: 15A1-4

Section: Consent

Date: December 12, 2023

Senior Staff: Eugene Soltner, Ph.D., Chief of Staff

Prepared by: Jessica Owens, PRC Chair and Kamala Lannetti, School Board Attorney

Presenter(s): Kamala Lannetti, School Board Attorney

**Recommendation:**

That the School Board approve Policy Review Committee (PRC) recommendations regarding review, amendment, and repeal of certain bylaws and policies as reviewed by the PRC at its November 9, 2023 meeting.

**Background Summary:**

1. **Policy 5-34 Student Conduct** – there are no recommended changes to this policy. It came up for review in order for the review date to stay within the required 5-year review period.
2. **Policy 5-37 Reporting Data About School Violence and Crime** – the PRC recommends significant changes in order to bring the Policy up to date with recent changes made to Code of Virginia § 22.1-279.3:1.
3. **Policy 5-64 Interrogations/Investigations by Outside Agencies** - there are no recommended changes to this policy. It came up for review in order to stay within the required 5-year review period.
4. **Policy 6-80 Summer School** – the PRC recommends updating the Policy so that it aligns with recent Virginia Board of Education recommendations.

**Source:**

Code of Virginia, 1950, as amended, § 22.1-253.12:7 School Board Policies.  
Policy Review Committee Meeting of November 9, 2023

## **STUDENTS**

### **Student Conduct**

#### **A. Generally**

The School Division is committed to providing an educational environment that is safe, conducive to teaching and learning, and free from unnecessary disruption. All students will benefit from an educational experience that fosters their social and emotional development. Accordingly, the School Division will develop a plan to systematically integrate developmentally appropriate social-emotional learning strategies into the curriculum to promote the development of interpersonal skills, responsible decision making and resilience.

It is the policy of the School Board that the discipline and control of students shall be the responsibility of the teachers, staff, and principals of the respective schools. The supervision and control of students should be maintained during the entire period of time that they are in school, during school or school sponsored activities, on the school grounds before and after school, and on the way to and from school, including school bus stops, and while on school buses. Students may be disciplined for conduct outside of the educational environment when such conduct substantially and materially disrupts or has the potential to disrupt the educational or work environment.

#### **B. Code of Student Conduct**

To ensure an optimum learning environment the Superintendent, or designee, will develop a Code of Student

Conduct that is consistent with School Board Policies and Regulations that serves as a guideline for parents, families, students, and staff. The Code of Student Conduct will outline major categories of behavior and list disciplinary actions that may occur as a result of student misconduct. Regulations for passengers riding school buses will be included in the Code of Student Conduct. Each student will receive a copy of the Code of Student Conduct during the first week of the school year. Each student and a parent or legal guardian shall date and sign an acknowledgement of receipt of the Code of Student Conduct.

### **C. Discipline Guidelines**

The Superintendent, or designee, will develop Discipline Guidelines to be used by teachers and administrators in enforcing the Code of Student Conduct. The Discipline Guidelines will be based on limits established by Federal and/or State laws and regulations and consistent with School Board policies, and school division regulations related to student discipline. The Discipline Guidelines will provide school administrators with a comprehensive description of discipline offenses, clear definitions of the criteria for discipline offense categories, specific levels of disciplinary action based on objective criteria, and a range of disciplinary actions for specific offenses.

The levels of disciplinary action will provide teachers and administrators with a range of options that will provide consistency across the School Division in dealing with individual students who exhibit inappropriate behavior. The guidelines will be progressive in nature; that is, the level of disciplinary action increases as the number of similar incidents increases.

Principals may deviate from the established levels of disciplinary action only if there is appropriate justification. The

reasons justifying the action must be specified in writing to the Director, Office of Student Leadership.

#### **D. Conduct on School Buses, School Vehicles or Vehicles used for School Purposes**

Students are under the authority of the bus driver while on the school bus or other school vehicle. Students are under the authority of the school staff member or assigned adults when travelling on other vehicles used for school purposes. The driver is to control student conduct and report behavior problems to the principal or designee. The principal or designee shall be responsible for all disciplinary action.

Failure on the part of any student to follow the rules and regulations dealing with school bus/vehicle operation may result in termination of privilege to ride the school bus/vehicle in addition to other appropriate disciplinary measures.

#### **Editor's Note**

*See Also: School Board Policy 5-35 Discipline and Corporal/Academic/Group Punishment/Detention.*

*School Board Policy 5-36 Conduct Invoking Punitive Action.*

*School Board Policy 5-37 Reporting Data About School Violence and Crime.*

#### **Legal Reference**

Code of Virginia § 22.1-253.13:7, as amended. Standard 7. School board policies.

Code of Virginia § 22.1-78, as amended. Bylaws and regulations.

Code of Virginia § 22.1-79.4, as amended. Threat assessment teams and oversight committees.

Virginia Board of Education Regulations, Establishing Standards for Accrediting Schools in Virginia, 8VAC 20-131-210 B, as amended.

### **Related Links**

School Board [Policy 5-35](#)

School Board [Policy 5-36](#)

School Board [Policy 5-37](#)

Adopted by School Board: October 21, 1969

Amended by School Board: February 16, 1971

Amended by School Board: August 21, 1990

Amended by School Board: July 16, 1991

Amended by School Board: June 15, 1993 (Effective August 14, 1993)

Amended by School Board: May 19, 1998

Amended by School Board: July 17, 2001

Amended by School Board: August 5, 2003

Amended by School Board: April 4, 2006

Amended by School Board: August 20, 2013

Amended by School Board: November 27, 2018

Reviewed by School Board: December 12, 2023

APPROVED AS TO  
LEGAL SUFFICIENCY

  
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## **STUDENTS**

### **Reporting Data About School Violence and Crime**

#### **A. Generally**

Virginia Code § 22.1-279.3:1 requires that the Virginia Department of Education collect information on crime, violence and substance abuse that takes place on public school property, on school buses or at school-sponsored activities.

#### **B. Purpose**

The purpose of this Policy is to ensure the School Division's compliance with Virginia Code § 22.1-279.3:1 by identifying the crime, violence and substance abuse data to be collected and reporting procedures.

1. Incidences of Crime, Violence, and Substance Abuse Required to be Reported by School Staff to School Principals or designee.
  - a. The assault, assault and battery, sexual assault, death, shooting, stabbing, cutting, or wounding of any person, or stalking of any person as described in §18.2-60.3, on a school bus, on school property, or at a school-sponsored activity;
  - b. Any conduct involving tobacco, alcohol, marijuana, a controlled substance, imitation controlled substance, or an anabolic steroid on a school bus, on school property, or at a school sponsored activity, including



- the theft or attempted theft of student prescription medications;
- c. Any threats against school personnel while on a school bus, on school property, or at a school-sponsored activity;
  - d. The illegal carrying of a firearm onto school property;
  - e. Any illegal conduct involving firebombs, explosive materials or devices, or hoax explosive devices, as defined in Virginia Code § 18.2-85, or explosive or incendiary devices, as defined in Virginia Code § 18.2-433.1, or chemical bombs, as described in Virginia Code § 18.2-87.1, on a school bus, on school property or at a school-sponsored activity; or
  - f. The arrest of any students for an incident occurring on a school bus, on school property, or at a school sponsored activity including the charge therefor ~~e~~;
  - g. Any threats or false threats to bomb, as described in Virginia Code § 18.2-83, made against school personnel or involving school property or school buses or at school sponsored events.

## 2. Reports Made by Local Law Enforcement to Schools

Local law enforcement authorities may report, and the principal or designee may receive such reports on offenses, wherever committed, by students enrolled at the school, if the offense would be a felony if committed by an adult or would be a violation of the Drug Control Act (§ 54.1-3400 et seq.) and occurred on a school bus, on school property, or at a school-sponsored activity, or would be an adult misdemeanor involving any incidents described in clauses (i) through (viii) of subsection A of Virginia Code § 22.1-279.3:1.

3. Reporting Procedures by Principal to Superintendent and Superintendent to Virginia Department of Education

- a. The principal of each school shall submit a report of all incidents required or authorized to be reported by Section 1 or Section 2 to the Director of Student Leadership. The Superintendent or designee shall annually report all incidents to the Virginia Department of Education and such information will be made available to the public.
- b. The closing date for submission with verification by the Superintendent is due at the end of July as defined by the Virginia Department of Education following the most recently completed school year.
- c. The Superintendent and principals and their designees shall accurately indicate any offenses, arrests or charges as recorded by law enforcement authorities and required to be reported by such authorities.

4. Reporting of certain incidents to Law Enforcement

Each principal or designee shall immediately report to the local law enforcement agency any incident set forth in Code of Virginia § 22.1-279.3:1 the following.

- a. Any incident described in in Code of Virginia § 22.1-279.3:1 (A) (1) (relating to alcohol, marijuana, a controlled substance etc.) that may constitute a felony offense.
- b. Any incident in Code of Virginia § 22.1-279.3:1 (A)(3-7) except that a principal is not required to but may report to the local law enforcement agency any incident described in Code of Virginia § 22.1-

279.3:1 (A)(4) committed by a student who has a disability.

5. Discretionary reporting of certain incidents to Law Enforcement

- a. A principal may report to law enforcement any other incidents described in Code of Virginia § 22.1-279.3:1 (A) that are not required to be reported pursuant to (A) (1-2).

6. Reporting of certain incidents to parents of minor students

- a. The principal or designee shall immediately report any act enumerated in Code of Virginia § 22.1-279.3:1 (A)(1-5) that may constitute a criminal offense to the parents of any minor student who is the specific object of such act. Further, the principal shall report whether the incident has been reported to local law enforcement pursuant to Code of Virginia § 22.1-279.3:1 and, if the incident has been reported, that the parents may contact local law enforcement for further information, if they so desire.
- b. The principal or designee shall also notify the parent of any student involved in an incident required pursuant to Code of Virginia § 22.1-279.3:1 to be reported, regardless of whether the disciplinary action is taken against such student or the nature of the disciplinary action. Such notice shall relate only to the relevant student's involvement and shall not include information concerning other students.

7. Local Law-enforcement reporting to Superintendent and Superintendent reporting to principals

- a. In accordance with Code of Virginia § 22.1-279.3:1, local law enforcement authorities shall report to the Superintendent or designee and principal or designee, such reports, on offenses, wherever committed, by students enrolled at the school.
- b. When the Superintendent or designee who receives notification that a juvenile has committed an act that would be a crime if committed by an adult pursuant to subsection G of Code of Virginia § 16.1-260, shall report such information to the principal of the school in which the juvenile is enrolled.

## **Legal Reference**

Code of Virginia § 18.2-60.3, as amended. Stalking ; ~~penalty is defined as:~~

Code of Virginia §18.2-83, as amended. Threats to bomb or damage buildings or means of transportation; false information s to danger to such buildings, etc.; punishment; venue.

Code of Virginia § 18.2-85, as amended. Manufacture; possession, use, etc., of fire bombs or explosive materials or devices; penalty.

Code of Virginia §18.2-87.1, as amended. Setting off chemical bombs capable of producing smoke in certain public buildings.

Code of Virginia § 18.2-433.1, as amended. Definitions.

Code of Virginia § 22.1-279.3:1, as amended. Reports of certain acts to school authorities; ~~reports of certain acts by school authorities to parents;~~ ~~reports of certain actions by school authorities to law enforcement.~~

Virginia Board of Education Regulations Governing Reporting Acts of Violence and Substance Abuse in Schools, 8VAC20-560-10, as amended.

Code of Virginia § 54.1-3400, et seq., as amended. Drug Control Act.

Adopted by School Board: June 15, 1993 (Effective August 14, 1993)

Amended by School Board: June 20, 2000

Amended by School Board: August 21, 2001

Amended by School Board: April 4, 2006

Amended by School Board: November 27, 2018

Amended by School Board: December 12, 2023

APPROVED AS TO  
LEGAL SUFFICIENCY

Kamala H. Larrick



## **STUDENTS**

### **Interrogations/Investigations by Outside Agencies**

When it is necessary for any agent from an outside agency, other than authorized child protective service workers or law enforcement personnel during the course of an investigation for alleged child abuse or neglect, to question a minor child, it shall be done with the approval of the parent or legal guardian and in the presence of the parent/legal guardian or principal except as specified in School Board Regulation 5-64.1 and School Board Regulation 5-64.2. Child protective service workers and/or law enforcement personnel in the performance of their duties concerning child abuse and neglect investigations shall be allowed to interview students and/or their siblings privately and without parental consent as specified under Virginia Law and School Board Regulation 5-64.1 and School Board Regulation 5-64.2.

### **Legal Reference**

Code of Virginia § 63.2-1509, as amended. Requirement that certain injuries to children be reported by physicians, nurses, teachers, etc.; penalty for failure to report.

Code of Virginia § 63.2-1518, as amended. Authority to talk to child or sibling.

### **Related Links**

School Board [Regulation 5-64.1](#)

School Board [Regulation 5-64.2](#)

Adopted by School Board: August 21, 1990

Amended by School Board: July 16, 1991

Amended by School Board: October 15, 1991

Amended by School Board: June 15, 1993 (Effective August 14, 1993)

Amended by School Board: April 18, 1995

Scrivener's Amendments: August 7, 2014

Amended by School Board: December 12, 2023

APPROVED AS TO  
LEGAL SUFFICIENCY

Kamala H. Lantieri

## INSTRUCTION

### **Summer School**

#### **A. Generally**

1. Summer school programs may be operated under the direction of the Superintendent or designees. Summer schools shall be designed to: enrich the education of students; to provide remediation to students in areas of need; and to permit students to earn credits needed for graduation or promotion.
2. The Summer School program shall be equal in quality to that offered during the regular school term.
3. Virginia Board of Education requirements for an accredited summer school shall be met.
4. The Virginia Board of Education recommends that students in kindergarten through grade 8 not be required to attend summer school or weekend remediation classes solely based on failing a SOL test in science or history and social studies. However, a student who fails to achieve a passing score on all Standards of Learning assessments for the relevant grade level in grades 3 through 8 shall be required to attend a remediation program or to participate in another form of remediation. Further, any student who fails an end-of-course test required for the award of a verified unit of credit shall be required to ~~be~~ attend a remediation program or to participate in another form of remediation.

#### **B. Fees**

Summer school programs shall be financed by fees as determined by the School Board.

### **Legal Reference**

Code of Virginia §-22.1-211, as amended. Operation of vacation schools and summer camps by school boards.

Code of Virginia §-22.1-253.13:1, as amended. Standard 1. Instructional programs supporting the Standards of Learning and other educational objectives.

Code of Virginia §-22.1-254.01, as amended. Certain students required to attend summer school or after-school sessions.

Virginia Board of Education Regulations. Summer School. 8VAC20-131-120, as amended.

Virginia Board of Education Regulations. Establishing Standards for Accrediting Public Schools in Virginia, 8-VAC-20-131-10 *et. seq.*, as amended.

Adopted by School Board: August 16, 1983

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: October 6, 1998

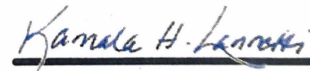
Amended by School Board: June 6, 2006

Amended by School Board: February 19, 2008

Amended by School Board: May 16, 2017

Amended by School Board: December 12, 2023

APPROVED AS TO  
LEGAL SUFFICIENCY

  
\_\_\_\_\_



**Subject:** Resolution – National Mentoring Month **Item Number:** 15B1

**Section:** Consent **Date:** December 12, 2023

**Senior Staff:** Ty M. Harris, Director, Office for Diversity, Equity and Inclusion

**Prepared by:** Ty M. Harris, Director, Office for Diversity, Equity and Inclusion

**Presenter(s):** Ty M. Harris, Director, Office for Diversity, Equity and Inclusion

**Recommendation:**

That the School Board approve a resolution recognizing National Mentoring Month.

**Background Summary:**

Every January, the mentoring movement unites in celebration of National Mentoring Month and uses the power of collective voices to recruit new mentors, advance the mentoring field's legislative priorities, and drive meaningful change for young people.

Everyday quality mentoring programs connect mentors to young people and cultivate relationships that provide crucial support and guidance as these young people grow and develop into the next generation of leaders.

National Mentoring Month gives the opportunity to highlight mentoring programs that produce these positive benefits, and to focus on strategies to grow their capacity to ensure every young person has a mentor.

**Source:**

<https://www.mentoring.org/campaigns/national-mentoring-month/>

**Budget Impact:**

N/A

**RESOLUTION**  
**National Mentoring Month**  
**January 2024**

**WHEREAS**, January 2024 will mark the 22<sup>nd</sup> anniversary of National Mentoring Month, an opportunity to focus attention on the need for mentors as well as how each of us can work together to increase the number of mentors to help ensure positive outcomes for our young people; and

**WHEREAS**, Virginia Beach City Public Schools honors volunteer mentors who support young people by showing up for them every day and demonstrating their commitment to helping them thrive; and

**WHEREAS**, mentoring programs make our communities and our school division stronger by driving impactful relationships that increase social capital for young people and provide invaluable support networks for adults; and

**WHEREAS**, mentoring plays a pivotal role in career exploration and supports workplace skills by helping young people set career goals, equipping mentors with the skills needed to support the professional growth of young people, and driving positive outcomes for young people and businesses; and

**WHEREAS**, the annual African American Male Summit on Jan. 20, 2024, hosted by Cox High School, is an example of mentorship that promotes healthy relationships and communication, positive self-esteem, emotional well-being, and growth of our young men and their relationships with adults both in our division and throughout the community; and

**NOW, THEREFORE, BE IT**

**RESOLVED:** That the School Board of the City of Virginia Beach officially recognizes the month of January 2024 as National Mentoring Month; and be it

**FURTHER RESOLVED:** That the School Board of the City of Virginia Beach encourage citizens to celebrate, elevate and encourage mentoring across Virginia Beach City Public Schools; and be it

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

Adopted by the School Board of the City of Virginia Beach this 12<sup>th</sup> day of December, 2022.

SEAL

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Trenace B. Riggs, School Board Chair

Attest:

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Donald E. Robertson Jr., Acting Superintendent

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Regina M. Toneatto, Clerk of the Board





**Subject:** Religious Exemption **Item Number:** 15C

**Section:** Consent **Date:** December 12, 2023

**Senior Staff:** Matthew D. Delaney, Chief Schools Officer

**Prepared by:** Richard Sidone, Student Conduct/Services Acting Coordinator

**Presenter(s):** Leeane Turnbull, Director, Office of Student Leadership

**Recommendation:**

That the School Board approve Religious Exemption RE-23-12, RE-23-13 and RE-23-14.

**Background Summary:**

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

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

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

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

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

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

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

**Source:**

Virginia Code §22.1-254.B.1 and §22.1-254.D.1  
School Board Policy 5-12, Legal Withdrawal

**Budget Impact:**

None



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

**Section:** Consent **Date:** December 12, 2023

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

**Prepared by:** Kamala Lannetti, School Board Attorney

**Presenter(s):** Kamala Lannetti, School Board Attorney, Melisa Ingram, Executive Director of Facilities

**Recommendation:**

That the School Board authorize the Chair to execute the Third Amendment to Purchase Agreement between the School Board of the City of Virginia Beach and the Franklin Johnston Group Management & Development, LLC, or its related development company TFJG Canopy, LLC (Purchaser).

**Background Summary:**

The School Board and the Franklin Johnston Group/TFJG Canopy LLC entered into a Purchase Agreement on April 26, 2022 for the sale of the Laskin Road Annex, which is 12.41+/- acres of property located at 1413 Laskin Road, Virginia Beach (GPIN: 2417-18-3772). The City Council approved the Purchase Agreement on May 3, 2022. A First Amendment to the Purchase Agreement was approved on August 9, 2022 and a Second Amendment was approved on April 4, 2023. The parties have agreed to a Third Amendment which grants the Franklin Johnston Group/TFJG Canopy LLC additional time to complete the terms of the Purchase Agreement.

**Source:**

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

**Budget Impact:**

CIP \$7,000,000 to School Board

### THIRD AMENDMENT TO PURCHASE AGREEMENT

**THIS THIRD AMENDMENT TO PURCHASE AGREEMENT** (this “Amendment”) is entered into as of December \_\_, 2023, by and between **THE SCHOOL BOARD OF THE CITY OF VIRGINIA BEACH**, a body politic as set forth in Article VIII, Section 7 of the Constitution of Virginia (the “Seller”), and **TFJG CANOPY, LLC**, a Virginia limited liability company (the “Buyer”).

#### **RECITALS:**

WHEREAS, Seller and Buyer are parties to that certain Purchase Agreement dated as of May 4, 2022, effective as of May 17, 2022, as amended by that certain First Amendment to Purchase Agreement dated as of August 9, 2022, and as further amended by that certain Second Amendment to Purchase Agreement dated as of April 4, 2023 (as amended, the “Purchase Agreement”) for the sale of certain real property described therein located in the City of Virginia Beach, Virginia (the “Property”), as more particularly described in the Purchase Agreement; and

WHEREAS, Seller and Buyer desire to amend the Purchase Agreement to extend the Approvals Period.

#### **AGREEMENT**

**NOW, THEREFORE**, in consideration of the mutual covenants of Seller and Buyer set forth herein and for other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, Seller and Buyer hereby agree as follows:

1. **Defined Terms.** All capitalized terms used in this Amendment and not otherwise defined shall have the respective meanings ascribed to them in the Purchase Agreement.
2. **Extension of Approvals Period.** Section 3.1 of the Purchase Agreement is hereby modified to extend the Approvals Period to expire on Friday, August 2, 2024.
3. **Outside Closing Date.** Section 4.1 of the Purchase Agreement is hereby modified to provide that the Closing Date shall occur on or before Tuesday, December 31, 2024.
4. **Ratification of Purchase Agreement.** Except as expressly amended pursuant to the terms of this Amendment, the Purchase Agreement shall remain in full force and effect in accordance with its original terms, and the Purchase Agreement, as amended pursuant to this Amendment, is hereby ratified and confirmed by Seller and Buyer.
5. **Counterparts; PDF Delivery.** This Amendment may be executed in one or more counterparts, each of which may be deemed an original, and all of such counterparts together shall constitute one and the same Amendment. Execution and delivery of this Amendment by PDF email transmission shall be good and valid execution and delivery for all purposes.

[Signature page immediately follows]

IN WITNESS WHEREOF, the parties have caused this Third Amendment to Purchase Agreement to be executed on the respective dates set forth below.

**SELLER:**

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

ATTEST:

\_\_\_\_\_  
Clerk of the School Board

By: \_\_\_\_\_  
Trenace B. Riggs  
School Board Chair or Designee

**BUYER:**

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Facilities Services

APPROVED AS TO LEGAL SUFFICIENCY:

\_\_\_\_\_  
School Board Attorney's Office



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

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

**WHEREAS**, on August 9, 2022 the School Board approved a First Amendment to the Purchase Agreement;

**WHEREAS**, on April 4, 2023 the School Board approved a Second Amendment to the Purchase Agreement;

**WHEREAS**, the parties have agreed to a Third Amendment to the Purchase Agreement.

**NOW THEREFORE BE IT RESOLVED that:**

1. The School Board finds that authorizing the Third Amendment is consistent with the intent of the Purchase Agreement.
2. The School Board authorizes the Chair or designee to execute any and all documents desired and necessary to complete the above-referenced transaction and that have been determined to be legally sufficient by the attorney for the School Board.

Adopted by the School Board this 12<sup>th</sup> Day of December 2023.

\_\_\_\_\_  
Trenace Riggs, Chair

ATTEST:

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



# VIRGINIA BEACH CITY PUBLIC SCHOOLS CHARTING THE COURSE

## School Board Services

Carolyn T. Rye, Chair  
District 5 - Lynnhaven

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

Beverly M. Anderson At-Large	Sharon R. Felton District 6 - Beach	Jennifer S. Franklin District 2 - Kempsville
Dorothy M. Holtz At-Large	Laura K. Hughes At-Large	Victoria C. Manning At-Large
Jessica L. Owens District 3 - Rose Hall	Trenace B. Riggs District 1 - Centerville	Carolyn D. Weems District 4 - Bayside

Aaron C. Spence, Ed.D., Superintendent

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

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

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

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

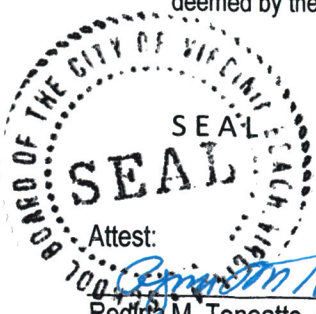
**WHEREAS**, Virginia Code §22.1-129 allows the School Board to sell real property that it determines it has no future use for, and the School Board has held a public hearing on April 5, 2022 to take public comment on the proposed sale of the School Board Property to Franklin Johnston or its related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

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

### NOW THEREFORE BE IT RESOLVED that:


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

Adopted by the School Board of the City of Virginia Beach this 26th day of April 2022.



Attest:

Regina M. Toneatto, Clerk of the Board

  
Carolyn T. Rye, School Board Chair

*Put Students First • Seek Growth • Be Open to Change • Do Great Work Together • Value Differences*

## PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (this "Agreement"), is made as of this 4<sup>th</sup> day of May, 2022, by and between **THE SCHOOL BOARD OF THE CITY OF VIRGINIA BEACH, VIRGINIA**, a body politic as set forth in Article VIII, Section 7 of the Constitution of Virginia ("Seller"); and **TFJG CANOPY, LLC**, a Virginia limited liability company and/or assigns ("Buyer").

### RECITALS

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

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

C. Buyer has presented a conceptual plan (the "Concept Plan") for a mixed-use development, including apartments, approximately 50,000 square feet of office, approximately 6,000 square feet of retail, an approximate 5,000 square-foot restaurant, structured parking, and related amenities and surface parking (collectively, the "Intended Use") to be developed on the Property, which Concept Plan is attached hereto as Exhibit B and made a part of this Agreement.

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

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

### AGREEMENT

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

#### **Article 1.**

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

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

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

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

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

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

## **Article 2. Study Period**

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

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

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

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

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

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



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

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

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

## **Article 4.**

### **Conveyance of Property**

**Section 4.1. Closing.** Unless earlier terminated pursuant to the terms hereof, the consummation of the transaction contemplated by this Agreement ("Closing") shall occur on the date that is sixty (60) days after the date of expiration of the Approvals Period (the "Closing Date"). Closing shall occur at the offices of Seller's counsel or the offices of the Escrow Agent or by mail, as Buyer and Seller may mutually agree, and all deliveries required by Seller and Buyer hereunder shall be made to the Escrow Agent, who shall settle the transaction contemplated by this Agreement. Buyer may extend the Closing Date for up to three (3) periods of thirty (30) days each (each an "Extension Period") by delivering to Seller a written notice of extension prior to the then current Closing Date, and simultaneously delivering to the Escrow Agent the sum of Fifteen Thousand and No/100 Dollars (\$15,000.00) (each an "Extension Deposit") (which Extension Deposit(s) shall be immediately nonrefundable to Buyer and shall be applied to the Purchase Price at Closing).

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

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

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

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

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

and any other forms required to be produced to tax authorities in connection with the transfer of the Property.

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

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

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

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

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

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

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

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

b. Insurance/Indemnification. During the Right of Entry Term, Buyer will maintain Commercial General Liability Insurance with a combined single limit of not less than \$2,000,000 per occurrence for injury to or death of persons and damage to or loss or destruction of property. In addition, said policy shall be endorsed to name Seller as an additional insured. Such insurance shall be effected under a valid and enforceable policy issued by an insurer licensed to provide insurance in the Commonwealth of Virginia. Prior to commencing any Demolition Work contemplated by this Right of Entry, Buyer shall provide Seller with an insurance certificate naming Seller as an additional insured. Said certificate of insurance shall state that coverage shall not be suspended, voided, cancelled, or reduced in coverage or limits. Buyer will at all times protect, indemnify and hold harmless Seller from and against all liabilities, obligations, claims, damages, penalties, liens, causes of action, costs and expenses (including, without limitation, reasonable attorney's fees and expenses) imposed upon or incurred by the Seller that arise from Buyer's use of the Right of Entry and/or Buyer's performance of the Demolition Work, except as may result in whole or in part from Seller's sole negligence or willful misconduct to the extent permitted by applicable law. Buyer's indemnification obligations under this Agreement shall survive the expiration or termination of this Agreement for a period of two (2) years. Buyer shall require its invitees, agents, contractors, subcontractors or suppliers (the "Contractors") accessing the Property under this Right of Entry to obtain insurance with commercially reasonable limits naming Seller as an additional insured.

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

## **Article 5.**

### **Representations and Warranties**

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

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

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

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

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

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

f. Environmental Matters.

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

## **Article 6.**

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

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

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

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

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

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

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

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

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

**Section 6.2. Conditions of Seller's Obligations.** Seller's obligation to consummate the purchase and sale of the Property on the Closing Date shall be subject to the satisfaction or

performance of the following terms and conditions, any one or more of which may be waived in writing by Seller, in whole or in part, on or as of the Closing Date:

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

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

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

d. The Re-Zoning shall have been completed.

If any of the foregoing conditions (other than Section 6.2.c.) have not been satisfied or performed as of the Closing Date, Seller, at Seller's option, shall have the right to waive one or more of the conditions, in writing, and proceed to Closing, notwithstanding that the conditions have not been satisfied or performed, or exercise any of its rights and remedies set forth in this Agreement.

## **Article 7. Default and Remedies**

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

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

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

**Article 8.  
Condemnation and Casualty**

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

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

**Article 9.  
Miscellaneous**

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

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

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

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

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

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

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

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

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

**Section 9.10. Counterparts.** This Agreement may be executed in two or more counterparts and by PDF and shall be deemed to have become effective when and only when one or more of such counterparts or PDF shall have been signed by or on behalf of each of the parties



hereto (although it shall not be necessary that any single counterpart be signed by or on behalf of each of the parties hereto, and all such counterparts shall be deemed to constitute but one and the same instrument), and shall have been delivered by each of the parties to the other.

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

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

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

**Copy to:** Rebecca D. Kubin, Esquire  
and  
Kamala H. Lannetti, Esquire  
Deputy City Attorneys  
Municipal Center, Building One  
2401 Courthouse Drive, Room 260  
Virginia Beach, Virginia 23456

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

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

**Section 9.13. Force Majeure.** As used in this Agreement, the term “Force Majeure” means any cause beyond the parties’ control including, but not limited to, strikes, lockouts, actions of labor unions, riots, storms, floods, litigation, explosions, acts of God or the public enemy, acts of government, insurrection, mob violence, civil commotion, sabotage, terrorism, malicious mischief, vandalism, inability (notwithstanding good faith efforts) to procure, or general shortage

of, labor, equipment, materials, facilities, or supplies in the open market, defaults of independent contractors or subcontractors (provided that remedies are being diligently pursued against the same), failures of transportation, fires, other casualties, epidemics, quarantine restrictions, freight embargoes, or severe weather. In the event of any Force Majeure that results in a delay in the performance of either party's obligations under this Agreement, the time period specified for such performance shall be extended by one (1) day for every day of delay resulting from Force Majeure.

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

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

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

**SELLER:**

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

ATTEST:

  
  
Clerk of School Board

By:   
Carolyn T. Rye  
School Board Chair

Date: 5/17/22

**BUYER:**

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

By:   
Manager

Date: 3/16/2022

APPROVED AS TO CONTENT:

  
~~Facilities Planning & Construction~~ **FACILITIES SERVICES**

APPROVED AS TO LEGAL SUFFICIENCY:

  
City Attorney's Office

## **Exhibit A**

### **Legal Description**

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

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

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

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

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

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

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

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

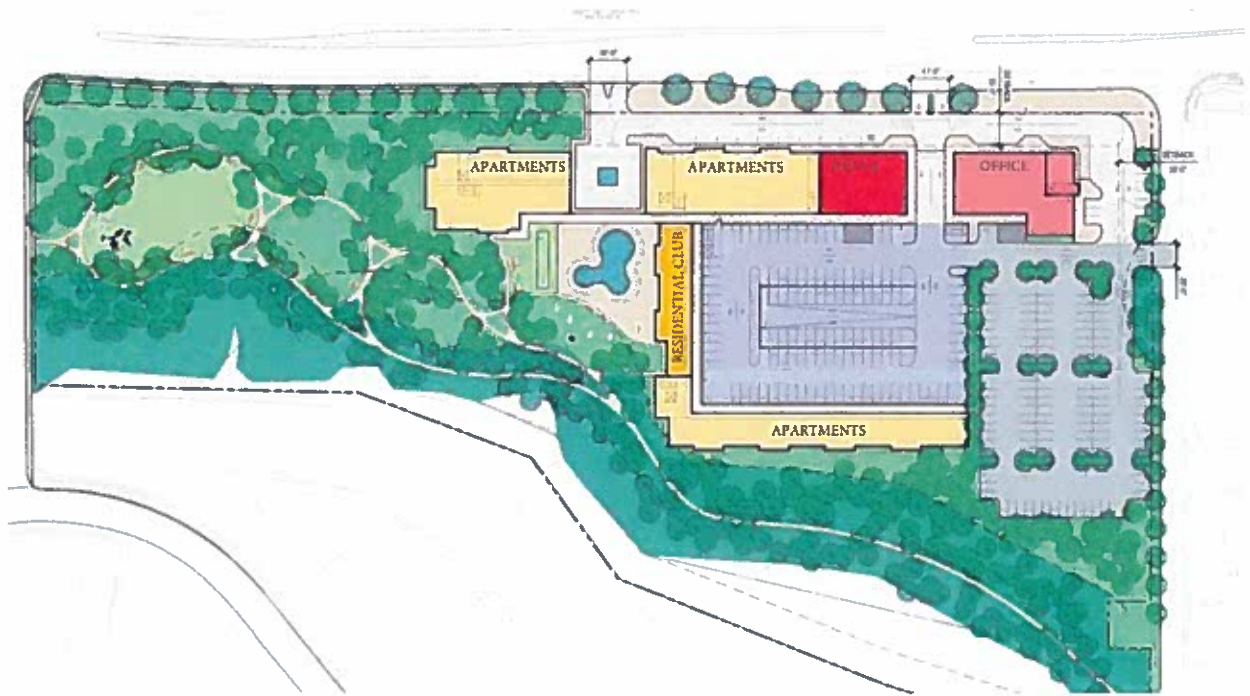
IT BEING a portion of the same property conveyed to The School Board of the City of Virginia Beach, Virginia, a body politic as set forth in Article VIII, Section 7 of the Constitution of Virginia, formerly the County School Board of Princess Anne County, by Deed dated April 24, 1954 from

Eureka Brick Company, Incorporated, and recorded in the aforesaid Clerk's Office in Deed Book 359, at page 33.



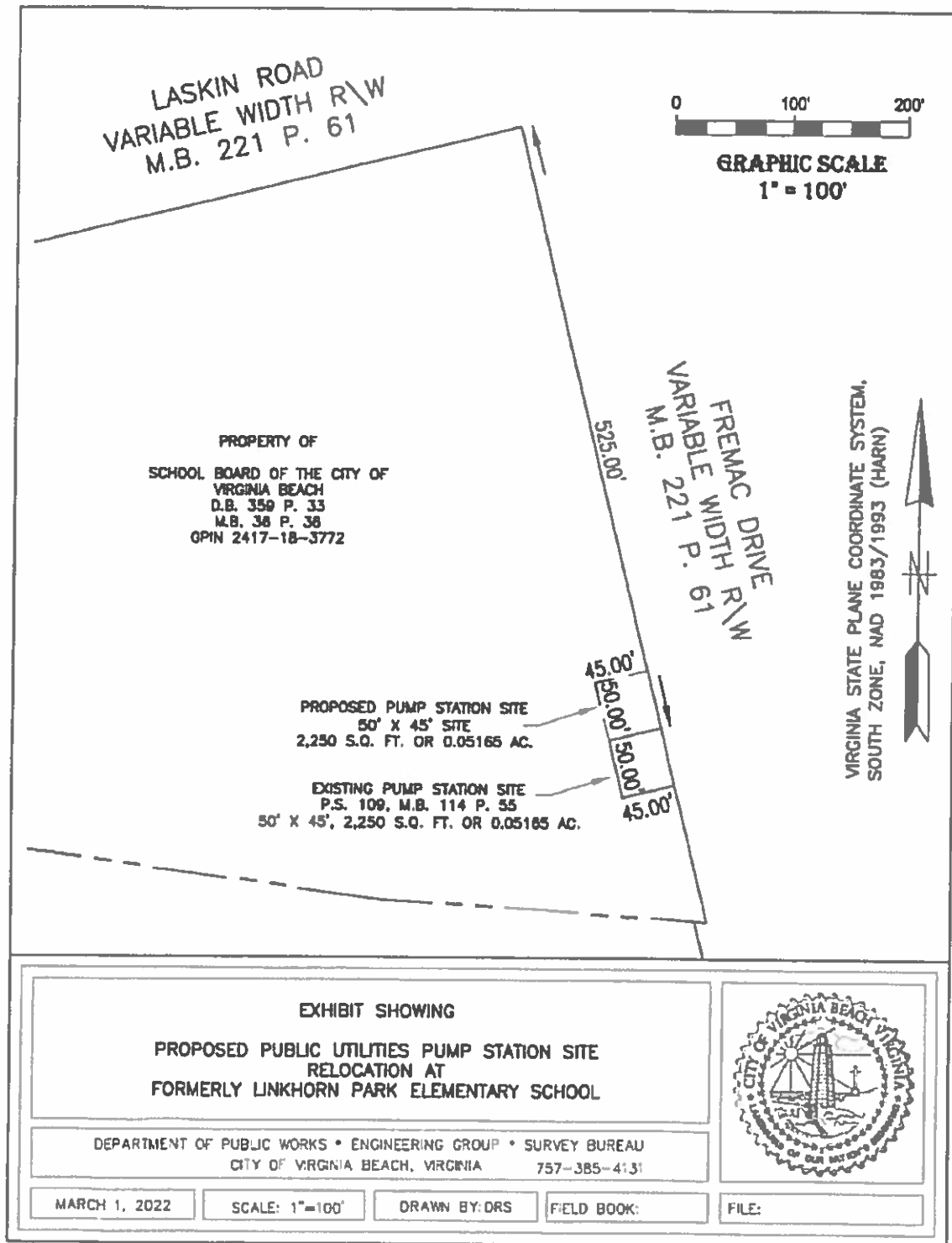
## Exhibit B

### Concept Plan Depicting Intended Use



## Exhibit C

### Reserved Pump Station Site



**Exhibit D**

**Reserved Public Easements**

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

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

## **FIRST AMENDMENT TO PURCHASE AGREEMENT**

THIS FIRST AMENDMENT TO PURCHASE AGREEMENT (this "Amendment") is dated as of August 9th, 2022, and made by and between **THE SCHOOL BOARD OF THE CITY OF VIRGINIA BEACH, VIRGINIA**, a body politic as set forth in Article VIII, Section 7 of the Constitution of Virginia ("Seller") and **TFJG CANOPY, LLC**, a Virginia limited liability company (together with its permitted assigns, "Buyer").

### **RECITALS:**

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

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

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

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

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

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

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

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

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

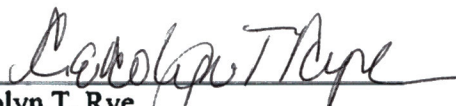


ATTEST:

  
Clerk of School Board

**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

By:   
Carolyn T. Rye  
School Board Chair or Designee

Date: 8/8/22

**BUYER:**

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

By:   
Manager

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

APPROVED AS TO CONTENT:

  
Facilities Planning and Construction ~~Services~~

APPROVED AS TO LEGAL  
SUFFICIENCY:

  
School Board Attorney's Office



[illegible]



# VIRGINIA BEACH CITY PUBLIC SCHOOLS CHARTING THE COURSE

## School Board Services

Carolyn T. Rye, Chair  
District 5 - Lynnhaven

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

Beverly M. Anderson At-Large	Sharon R. Felton District 6 – Beach	Jennifer S. Franklin District 2 – Kempsville
Dorothy M. Holtz At-Large	Laura K. Hughes At-Large	Victoria C. Manning At-Large
Jessica L. Owens District 3 – Rose Hall	Trenace B. Riggs District 1 – Centerville	Carolyn D. Weems District 4 – Bayside

Aaron C. Spence, Ed.D., Superintendent

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

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

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

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

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

### NOW THEREFORE BE IT RESOLVED that:

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

Adopted by the School Board this 9th day of August, 2022



ATTEST:

Regina M. Toneatto, Clerk of School Board

Carolyn T. Rye, Chair

*Put Students First • Seek Growth • Be Open to Change • Do Great Work Together • Value Differences*



## SECOND AMENDMENT TO PURCHASE AGREEMENT

**THIS SECOND AMENDMENT TO PURCHASE AGREEMENT** (this “Amendment”) is entered into as of April 17, 2023, by and between **THE SCHOOL BOARD OF THE CITY OF VIRGINIA BEACH**, a body politic as set forth in Article VIII, Section 7 of the Constitution of Virginia (the “Seller”), and **TFJG CANOPY, LLC**, a Virginia limited liability company (the “Buyer”).

### RECITALS:

WHEREAS, Seller and Buyer are parties to that certain Purchase Agreement dated as of May 4, 2022, effective as of May 17, 2022, as amended by that certain First Amendment to Purchase Agreement dated as of August 9, 2022 (as amended, the “Purchase Agreement”) for the sale of certain real property described therein located in the City of Virginia Beach, Virginia (the “Property”), as more particularly described in the Purchase Agreement; and

WHEREAS, Seller and Buyer desire to amend the Purchase Agreement in certain respects to extend the Approvals Period and to provide for payment of an additional deposit.

### AGREEMENT

**NOW, THEREFORE**, in consideration of the mutual covenants of Seller and Buyer set forth herein and for other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, Seller and Buyer hereby agree as follows:

1. **Defined Terms.** All capitalized terms used in this Amendment and not otherwise defined shall have the respective meanings ascribed to them in the Purchase Agreement.
2. **Extension of Approvals Period.** Section 3.1 of the Purchase Agreement is hereby modified to extend the Approvals Period to expire on Friday, December 29, 2023.
3. **Payment of Additional Deposit.** In consideration of extension of the Approvals Period, within two (2) business days of the full execution of this Amendment, Buyer shall make an additional deposit with Escrow Agent of One Hundred Thousand and No/100 Dollars (the “Additional Deposit”). The Additional Deposit shall be applicable to the Purchase Price, and shall be a part of the Deposit to be held and disbursed as provided in the Purchase Agreement.
4. **Ratification of Purchase Agreement.** Except as expressly amended pursuant to the terms of this Amendment, the Purchase Agreement shall remain in full force and effect in accordance with its original terms, and the Purchase Agreement, as amended pursuant to this Amendment, is hereby ratified and confirmed by Seller and Buyer.

5. **Counterparts; PDF Delivery**. This Amendment may be executed in one or more counterparts, each of which may be deemed an original, and all of such counterparts together shall constitute one and the same Amendment. Execution and delivery of this Amendment by PDF email transmission shall be good and valid execution and delivery for all purposes.

*[Signature page immediately follows]*

IN WITNESS WHEREOF, the parties have caused this Second Amendment to Purchase Agreement to be executed on the respective dates set forth below.




ATTEST:

  
Clerk of the School Board

**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


By:   
Trenace B. Riggs  
School Board Chair or Designee

**BUYER:**


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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

APPROVED AS TO CONTENT:

  
Facilities Services

APPROVED AS TO LEGAL SUFFICIENCY:

  
School Board Attorney  
Department of Legal Services

APPROVED AS TO SUFFICIENCY OF FUNDS:

 5/18/13  
Daniel Hopkins  
Director of Business Services





**Subject:** Personnel Report **Item Number:** 16A

**Section:** Action **Date:** December 12, 2023

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

**Prepared by:** Cheryl R. Woodhouse, Chief Human Resources Officer

**Presenter(s):** Donald E. Robertson Jr., Ph.D., Acting Superintendent

**Recommendation:**

That the School Board approve the appointments and the acceptance of the resignations, retirements, and other employment actions as listed on the December 12, 2023, Personnel Report.

**Background Summary:**

List of appointments, resignations, and retirements for all personnel.

**Source:**

School Board Policy #4-11, Appointment

**Budget Impact:**

Appropriate funding and allocations

Personnel Report  
Virginia Beach City Public Schools  
December 12, 2023  
2023-2024

Scale	Class	Location	Effective	Employee Name	Position/Reason	College	Previous Employer
Assigned to Unified Salary Scale	Appointments - Elementary School	Bayside	11/27/2023	Amber J Doyle	Custodian I	Not Applicable	Not Applicable
Assigned to Unified Salary Scale	Appointments - Elementary School	Bayside	11/29/2023	Pegi O Rowan	Cafeteria Assistant, 5.5 Hours	Not Applicable	Norfolk Public Schools
Assigned to Unified Salary Scale	Appointments - Elementary School	Fairfield	11/27/2023	Gabriel Samanigo	Custodian I	Not Applicable	Not Applicable
Assigned to Unified Salary Scale	Appointments - Elementary School	Malibu	11/27/2023	Suzana Diaz	School Office Associate II	City Univ of NY John Jay Col, NY	The NYC Department of Ed, NY
Assigned to Unified Salary Scale	Appointments - Elementary School	Malibu	12/1/2023	Thomas D Mitchell	Custodian III Head Day	Not Applicable	Not Applicable
Assigned to Unified Salary Scale	Appointments - Elementary School	New Castle	11/29/2023	Yasmin M Moya-Figueroa	Cafeteria Assistant, 5.0 Hours	Not Applicable	Not Applicable
Assigned to Unified Salary Scale	Appointments - Elementary School	Ocean Lakes	11/29/2023	Conell K Spence	Custodian I	Not Applicable	Not Applicable
Assigned to Unified Salary Scale	Appointments - Elementary School	Shelton Park	11/29/2023	Michael B Castillo	School Office Associate II	Virginia Tech, VA	VBPS
Assigned to Unified Salary Scale	Appointments - Elementary School	Thoroughgood	12/8/2023	Teresa Walker	Custodian III Head Day	Not Applicable	Newport News Public Schools, VA
Assigned to Unified Salary Scale	Appointments - Elementary School	Tranwood	11/29/2023	Adam G Watts	Custodian I	Not Applicable	Not Applicable
Assigned to Unified Salary Scale	Appointments - Middle School	Bayside	12/4/2023	Patricia Gaylor	Custodian I	Not Applicable	Not Applicable
Assigned to Unified Salary Scale	Appointments - Middle School	Independence	11/27/2023	Timothy R Gamble	School Counseling Department Chair	SUNY Buffalo, NY	VBPS
Assigned to Unified Salary Scale	Appointments - Middle School	Plaza	12/13/2023	Lisa N Rucka	School Office Associate II	Not Applicable	Not Applicable
Assigned to Unified Salary Scale	Appointments - Middle School	Princess Anne	11/29/2023	Bradley J Willett	Custodian I	Not Applicable	Not Applicable
Assigned to Unified Salary Scale	Appointments - Middle School	Salem	12/5/2023	Bethany A Whitmer	Special Education Assistant	Not Applicable	Not Applicable
Assigned to Unified Salary Scale	Appointments - High School	Cox	11/28/2023	Kelly L Reed	School Office Associate II	Old Dominion University, VA	VBPS
Assigned to Unified Salary Scale	Appointments - High School	Cox	11/29/2023	Tatiana L Fentress	Custodian I	Not Applicable	Not Applicable
Assigned to Unified Salary Scale	Appointments - High School	First Colonial	11/29/2023	Winston B Reid	Custodian I	Not Applicable	Not Applicable
Assigned to Unified Salary Scale	Appointments - High School	Green Run	11/29/2023	Maia M Chaka	Drivers Education Instructor, 600	Norfolk State University, VA	VBPS
Assigned to Unified Salary Scale	Appointments - High School	Green Run	11/29/2023	Nateara Hasbrouck	Cafeteria Assistant, 5.0 Hours	Not Applicable	Not Applicable
Assigned to Unified Salary Scale	Appointments - Miscellaneous	Kempville	11/27/2023	Gloria A Cordova	Cafeteria Assistant, 5.0 Hours	Not Applicable	VBPS
Assigned to Unified Salary Scale	Appointments - Miscellaneous	Department of Human Resources	12/18/2023	Sarina L Soorani	Human Resources Associate	Tidewater Community College, VA	VBPS
Assigned to Unified Salary Scale	Appointments - Miscellaneous	Office of Food Services	11/27/2023	Cyrila J Garner	Baker/Cook	Not Applicable	Not Applicable
Assigned to Unified Salary Scale	Appointments - Miscellaneous	Office of Transportation and Fleet Management Services	11/29/2023	John Acela	Bus Driver, 6.5 Hours	Not Applicable	Not Applicable
Assigned to Unified Salary Scale	Appointments - Miscellaneous	Office of Transportation and Fleet Management Services	11/29/2023	Jonathan D Barnes	Bus Driver, 6.5 Hours	Not Applicable	Not Applicable
Assigned to Unified Salary Scale	Appointments - Miscellaneous	Office of Transportation and Fleet Management Services	11/29/2023	Robert R Buxton	Bus Driver, 6.5 Hours	Not Applicable	Not Applicable
Assigned to Unified Salary Scale	Appointments - Miscellaneous	Office of Transportation and Fleet Management Services	11/29/2023	Christine E Philbrick	Bus Driver, 6.5 Hours	Not Applicable	Not Applicable
Assigned to Unified Salary Scale	Appointments - Miscellaneous	Office of Transportation and Fleet Management Services	11/29/2023	Lisa T Valencia	Bus Driver, 6.5 Hours	Not Applicable	Not Applicable
Assigned to Unified Salary Scale	Resignations - Elementary School	Bayside	11/27/2023	Pierre R Hollowell	Custodian I (personal reasons)	Not Applicable	Not Applicable
Assigned to Unified Salary Scale	Resignations - Elementary School	Bayside	12/8/2023	Catrina L Hammond Robinson	School Office Associate II (personal reasons)	Not Applicable	Not Applicable
Assigned to Unified Salary Scale	Resignations - Elementary School	Green Run	11/27/2023	Tonyea M Smith	Security Assistant (personal reasons)	Not Applicable	Not Applicable
Assigned to Unified Salary Scale	Resignations - Elementary School	Holland	11/21/2023	Amber Edmonson	Cafeteria Assistant, 4.5 Hours (relocation)	Not Applicable	Not Applicable
Assigned to Unified Salary Scale	Resignations - Elementary School	White Oaks	12/15/2023	Julia J Garcia	Clinic Assistant, 500 (continuing education)	Not Applicable	Not Applicable
Assigned to Unified Salary Scale	Resignations - Elementary School	Windsor Woods	11/20/2023	Maria P Edmonds	Custodian I (declined position)	Not Applicable	Not Applicable
Assigned to Unified Salary Scale	Resignations - Elementary School	Windsor Woods	11/20/2023	Serena Scott	Cafeteria Assistant, 6.0 Hours (personal reasons)	Not Applicable	Not Applicable
Assigned to Unified Salary Scale	Resignations - Middle School	Old Donation School	12/21/2023	Donna L Hatchett	Special Education Assistant (personal reasons)	Not Applicable	Not Applicable
Assigned to Unified Salary Scale	Resignations - Middle School	Salem	12/1/2023	Mary Gemma M Villaluna	Cafeteria Assistant, 5.0 Hours (personal reasons)	Not Applicable	Not Applicable
Assigned to Unified Salary Scale	Resignations - High School	Green Run	12/29/2023	Shani M Twyman	Student Activities Coordinator (career enhancement opportunity)	Not Applicable	Not Applicable
Assigned to Unified Salary Scale	Resignations - High School	Tallwood	11/21/2023	Latavia N Cherry	Security Assistant (personal reasons)	Not Applicable	Not Applicable
Assigned to Unified Salary Scale	Resignations - Miscellaneous	Department of Teaching and Learning	12/1/2023	Angela L Seiders	Executive Director Secondary Teaching & Learning (moved to public school system)	Not Applicable	Not Applicable
Assigned to Unified Salary Scale	Resignations - Miscellaneous	Office of Student Support Services	12/15/2023	Denisha J George	General Assistant (continuing education)	Not Applicable	Not Applicable
Assigned to Unified Salary Scale	Resignations - Miscellaneous	Office of Transportation and Fleet Management Services	11/29/2023	Patience Thompson	Bus Driver, 7.5 Hours (personal reasons)	Not Applicable	Not Applicable
Assigned to Unified Salary Scale	Retirements - Elementary School	Creeds	12/21/2023	Debra P Vesekis	Cafeteria Manager I	Not Applicable	Not Applicable
Assigned to Unified Salary Scale	Retirements - Elementary School	Landstown	12/31/2023	Nancy A Saunders	Physical Education Assistant	Not Applicable	Not Applicable
Assigned to Unified Salary Scale	Retirements - Elementary School	Windsor Oaks	1/31/2024	Sherri Archer	Principal	Not Applicable	Not Applicable
Assigned to Unified Salary Scale	Retirements - Middle School	Brandon	12/21/2023	Adrienne Curtis	Security Assistant	Not Applicable	Not Applicable
Assigned to Unified Salary Scale	Retirements - Middle School	Brandon	12/21/2023	Cynthia R White	Cafeteria Assistant, 6.5 Hours	Not Applicable	Not Applicable
Assigned to Unified Salary Scale	Retirements - Miscellaneous	Department of Budget & Finance	12/29/2023	Norma J Siebenschuh	Accountant - Principal	Not Applicable	Not Applicable
Assigned to Unified Salary Scale	Retirements - Miscellaneous	Office of Maintenance Services	12/29/2023	Bronda M Early	Financial Assistant	Not Applicable	Not Applicable
Assigned to Unified Salary Scale	Retirements - Miscellaneous	Office of Purchasing Services	12/29/2023	Amy A Upson	Contract Specialist	Not Applicable	Not Applicable
Assigned to Unified Salary Scale	Retirements - Miscellaneous	Office of Transportation and Fleet Management Services	12/21/2023	Mitchell R Scheffer	Bus Driver - Special Ed, 6.5 Hours	Not Applicable	Not Applicable
Assigned to Instructional Salary Scale	Appointments - Middle School	Bayside	11/29/2023	James H Freeman	Seventh Grade Teacher	Old Dominion University, VA	Not Applicable
Assigned to Instructional Salary Scale	Appointments - Middle School	Old Donation School	12/4/2023	Sandra L Polk	Eighth Grade Teacher	University of Southern Calif, CA	VBPS
Assigned to Instructional Salary Scale	Appointments - Middle School	Salem	11/29/2023	Margaret A Lobse	English Second Language	College of New Rochelle, NY	VBPS
Assigned to Instructional Salary Scale	Appointments - High School	Cox	12/1/2023	Richard Moreno	Naval Science Instructor	Not Applicable	U.S. Navy
Assigned to Instructional Salary Scale	Resignations - Elementary School	Arrowhead	12/15/2023	Sara P Fenner	Fourth Grade Teacher (family)	Not Applicable	Not Applicable
Assigned to Instructional Salary Scale	Resignations - Elementary School	Kempville Meadows	12/21/2023	Alexandria Pace	Third Grade Teacher (relocation)	Not Applicable	Not Applicable
Assigned to Instructional Salary Scale	Resignations - Elementary School	Lynnhaven	11/15/2023	Katherine F Scott	Pre-Kindergarten Teacher (personal reasons)	Not Applicable	Not Applicable
Assigned to Instructional Salary Scale	Resignations - Elementary School	Newtown	11/27/2023	Lori S Nye	Title I Resource Teacher (career enhancement opportunity)	Not Applicable	Not Applicable
Assigned to Instructional Salary Scale	Resignations - Elementary School	North Landing	11/14/2023	Ryanne M Davis	Fifth Grade Teacher (death)	Not Applicable	Not Applicable
Assigned to Instructional Salary Scale	Resignations - Elementary School	Pembroke	12/15/2023	Megan L Meredith	Fourth Grade Teacher (transfer of spouse)	Not Applicable	Not Applicable
Assigned to Instructional Salary Scale	Resignations - Elementary School	Seatack	12/1/2023	Darryl Ordell	Fourth Grade Teacher (personal reasons)	Not Applicable	Not Applicable
Assigned to Instructional Salary Scale	Resignations - Middle School	Independence	12/8/2023	Peter M Eichner Jr	Seventh Grade Teacher (career enhancement opportunity)	Not Applicable	Not Applicable
Assigned to Instructional Salary Scale	Resignations - High School	First Colonial	12/15/2023	Nicholas A Dzendzel	Social Studies Teacher (personal reasons)	Not Applicable	Not Applicable
Assigned to Instructional Salary Scale	Resignations - Miscellaneous	Office of Gifted Education & Academy Programs	12/21/2023	Christine E Sands	English Second Language (relocation)	Not Applicable	Not Applicable
Assigned to Instructional Salary Scale	Other Employment Actions - Elementary School	Lynnhaven	11/15/2023	Katherine F Scott	Pre-Kindergarten Teacher (employee rescinded resignation)	Not Applicable	Not Applicable
Administrative	Appointments - Elementary School	Pembroke Meadows	TBD	Krista L Clark	Principal	George Washington University, DC	VBPS



**Subject:** Revised Salary Resolution **Item Number:** 16B

**Section:** Action **Date:** December 12, 2023

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

**Prepared by:** Crystal M. Pate, Chief Financial Officer

**Presenter(s):** Crystal M. Pate, Chief Financial Officer

**Recommendation:**

That the School Board approve the revised Salary Resolution FY 2023/24 and the following attachments:

- Attachment A - Instructional Experience-Based Step Pay Scale (1/1/24 - 6/30/24)
- Attachment B – Unified Experience-Based Pay Scale (1/1/24 - 6/30/24)

**Background Summary:**

The City Council approved the FY 2023/24 Budget on May 9, 2023, which placed an emphasis on staffing and compensation needs. The Virginia General Assembly was unable to agree on budget amendments during the legislative session, so Governor Youngkin convened a special session of the 2023 General Assembly on September 6, 2023. The 2023 Special Session I General Assembly adopted a budget that amends FY 2024 Direct Aid distributions to school divisions and Governor Youngkin signed the Virginia State Budget on September 14, 2023. On October 28, the School Board approved the Resolution Regarding Additional Funding for FY 2023/24, which recommended using additional state funds to provide an additional 2% pay increase for all full-time equivalent personnel effective January 1, 2023. On November 21, the City Council approved the Ordinance and appropriated additional funds.

**Source:**

**Budget Impact:**

Funds are budgeted in the various funds and budget cost centers for FY 2023/24.

## **Revised Salary Resolution for FY 2023/24**

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

**WHEREAS**, the School Board has adopted a comprehensive strategic plan to guide budgetary decisions; and

**WHEREAS**, the FY 2023/24 budget was adopted by the City Council on May 9, 2023; and

**WHEREAS**, Governor Youngkin signed the Virginia State Budget on September 14, 2023; and

**WHEREAS**, the School Board approved a resolution on October 24, 2023, to request an additional appropriation of \$3,408,066 to the School Operating fund; and

**WHEREAS**, the City Council approved the additional appropriation on November 21, 2023; and

**WHEREAS**, these funds will be used to provide an additional two percent compensation increase to all full-time equivalent employees effective January 1, 2024; and

**WHEREAS**, the percent of compensation increases and the effective dates of the increases are shown below:

- Attachment A - Instructional Experience-Based Step Pay Scale 2.0% (1/1/24-6/30/24)
- Attachment B - Unified Experience-Based Step Pay Scale 2.0% (1/1/24-6/30/24)

### **NOW, THEREFORE, BE IT**

**RESOLVED:** that the School Board of the City of Virginia Beach adopts the revised salary scales and the compensation increase as outlined in this resolution and attachments; and be it

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

Adopted by the School Board of the City of Virginia Beach this 12th day of December 2023.

S E A L

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Trenace B. Riggs, School Board Chair

Attest:

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Regina M. Toneatto, Clerk of the Board



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

**INSTRUCTIONAL EXPERIENCED-BASED STEP PAY SCALE**

**SY 2023 - 2024**

**Effective: January 1, 2024 - June 30, 2024**

Creditable Years of Teaching Experience	Standard Teaching	10-month Extended	10-month Extended HS School Counselors	11-month	12-month	ALC
0	53,005	55,933	57,524	58,573	68,913	37,132
1	53,800	56,772	58,387	59,451	69,947	37,689
2	54,607	57,624	59,263	60,343	70,996	38,254
3	55,426	58,488	60,152	61,248	72,061	38,828
4	56,257	59,366	61,054	62,167	73,142	39,411
5	57,101	60,256	61,970	63,100	74,240	40,002
6	57,958	61,160	62,900	64,046	75,353	40,602
7	58,827	62,078	63,843	65,007	76,483	41,211
8	59,710	63,009	64,801	65,982	77,631	41,829
9	60,605	63,954	65,773	66,972	78,795	42,457
10	61,514	64,913	66,759	67,976	79,977	43,093
11	62,437	65,887	67,761	68,996	81,177	43,740
12	63,374	66,875	68,777	70,031	82,394	44,396
13	64,324	67,878	69,809	71,081	83,630	45,062
14	65,289	68,896	70,856	72,147	84,885	45,738
15	66,268	69,930	71,919	73,230	86,158	46,424
16	67,262	70,979	72,998	74,328	87,450	47,120
17	68,271	72,043	74,093	75,443	88,762	47,827
18	69,295	73,124	75,204	76,575	90,093	48,544
19	70,335	74,221	76,332	77,723	91,445	49,273
20	71,390	75,334	77,477	78,889	92,817	50,012
21	72,461	76,464	78,639	80,073	94,209	50,762
22	73,548	77,611	79,819	81,275	95,622	51,523
23	74,651	78,775	81,016	82,493	97,056	52,296
24	75,771	79,957	82,231	83,730	98,512	53,081
25	76,907	81,156	83,465	84,986	99,990	53,877
26	78,061	82,374	84,717	86,261	101,490	54,685
27	79,232	83,609	85,987	87,555	103,012	55,505
28	80,420	84,864	87,277	88,868	104,557	56,338
29	81,626	86,136	88,586	90,201	106,126	57,183
30	82,851	87,429	89,915	91,554	107,717	58,041
31	84,094	88,740	91,264	92,927	109,333	58,911
32	85,355	90,071	92,633	94,321	110,973	59,795
33	86,635	91,422	94,022	95,736	112,638	60,692
34	87,935	92,794	95,433	97,172	114,327	61,602
35	89,254	94,185	96,864	98,630	116,042	62,526
36	90,593	95,598	98,317	100,109	117,783	63,464
37	91,952	97,032	99,792	101,611	119,550	64,416
38	93,331	98,488	101,289	103,135	121,343	65,382
39	94,731	99,965	102,808	104,682	123,163	66,363
40	96,152	101,464	104,350	106,252	125,011	67,359
41	97,594	102,986	105,916	107,846	126,886	68,369
42	99,058	104,531	107,504	109,464	128,789	69,395
43	100,544	106,099	109,117	111,106	130,721	70,435
44	102,052	107,691	110,754	112,772	132,682	71,492

Experience steps 1-43 adjusted to reflect 1.5% between each year of experience.



Unified Experience-Based Pay Scale - SY 2023/2024 (Effect 1/1/2024)			
Professional Level II (PL2)			
Annual Hrs	1500	1658	1950
Creditable Yrs of Exp	10-mo 200 days 7.5 hr/day	11-mo 221 days 7.5 hr/day	12-mo 260 days 7.5 hr/day
0	57,375	63,418	74,587
1	57,948	64,052	75,333
2	58,528	64,693	76,086
3	59,113	65,340	76,847
4	59,704	65,993	77,616
5	60,301	66,653	78,392
6	60,904	67,320	79,176
7	61,513	67,993	79,968
8	62,129	68,673	80,767
9	62,750	69,359	81,575
10	63,377	70,053	82,391
11	64,011	70,754	83,215
12	64,651	71,461	84,047
13	65,298	72,176	84,887
14	65,951	72,898	85,736
15	66,940	73,991	87,022
16	67,944	75,101	88,327
17	68,963	76,227	89,652
18	69,998	77,371	90,997
19	71,048	78,531	92,362
20	72,113	79,709	93,748
21	73,195	80,905	95,154
22	74,293	82,119	96,581
23	75,408	83,350	98,030
24	76,539	84,601	99,500
25	77,687	85,870	100,993
26	78,852	87,158	102,508
27	80,035	88,465	104,045
28	81,235	89,792	105,606
29	82,454	91,139	107,190
30	83,691	92,506	108,798
31	84,946	93,894	110,430
32	86,220	95,302	112,086
33	87,513	96,732	113,768
34	88,826	98,183	115,474
35	90,159	99,655	117,206
36	91,511	101,150	118,965
37	92,884	102,667	120,749
38	94,277	104,207	122,560
39	95,691	105,771	124,399
40	97,126	107,357	126,265
41	98,583	108,967	128,158
42	100,062	110,602	130,081
43	101,563	112,261	132,032
44	103,087	113,945	134,013
1500/1658 - Behavior Intervention Specialist 1500 - Occupational Therapist 1500 - Physical Therapist 1950 - Pos Behav'l Interven & Support (PBIS) Spec 1500/1950 - School Psychologist 1500/1950 - School Social Worker			

Unified Experience-Based Step Pay Scale - SY 2023-2024 (Effective: Jan. 1, 2024)																				
U07														U08						
Annual Hrs	1/1/2024	651	744	837	930	1023	1116	1209	1302	1395	1488	1600	2080	Annual Hrs	1/1/2024	1371	1393	1400	2080	
Creditable Yrs of Exp	Hourly Rate	10-mo 186 days 3.5hr/day	10-mo 186 days 4 hr/day	10-mo 186 days 4.5hr/day	10-mo 186 days 5hr/day	10-mo 186 days 5.5hr/day	10-mo 186 days 6hr/day	10-mo 186 days 6.5hr/day	10-mo 186 days 7hr/day	10-mo 186 days 7.5hr/day	10-mo 186 days 8hr/day	10-mo 200 days 8hr/day	12-mo 260 days 8hr/day	Creditable Yrs of Exp	Hourly Rate	10-mo 187 days 7.33hr/day	10-mo 190 days 7.33hr/day	10-mo 200 days 7hr/day	12-mo 260 days 8hr/day	
0	14.4838	9,428	10,775	12,122	13,469	14,816	16,163	17,510	18,857	20,204	21,551	23,174	30,126	0	15.5209	21,279	21,620	21,729	32,283	
1	14.6287	9,523	10,883	12,244	13,604	14,965	16,325	17,686	19,046	20,407	21,767	23,405	30,427	1	15.6761	21,491	21,836	21,946	32,606	
2	14.7751	9,618	10,992	12,366	13,740	15,114	16,489	17,863	19,237	20,611	21,985	23,640	30,732	2	15.8329	21,706	22,055	22,166	32,932	
3	14.9228	9,714	11,102	12,490	13,878	15,266	16,653	18,041	19,429	20,817	22,205	23,876	31,039	3	15.9912	21,923	22,275	22,387	33,261	
4	15.0720	9,811	11,213	12,615	14,016	15,418	16,820	18,222	19,623	21,025	22,427	24,115	31,349	4	16.1511	22,143	22,498	22,611	33,594	
5	15.2227	9,909	11,325	12,741	14,157	15,572	16,988	18,404	19,819	21,235	22,651	24,356	31,663	5	16.3126	22,364	22,723	22,837	33,930	
6	15.3749	10,009	11,438	12,868	14,298	15,728	17,158	18,588	20,018	21,447	22,877	24,599	31,979	6	16.4757	22,588	22,950	23,065	34,269	
7	15.5286	10,109	11,553	12,997	14,441	15,885	17,329	18,774	20,218	21,662	23,106	24,845	32,299	7	16.6405	22,814	23,180	23,296	34,612	
8	15.6840	10,210	11,668	13,127	14,586	16,044	17,503	18,961	20,420	21,879	23,337	25,094	32,622	8	16.8069	23,042	23,412	23,529	34,958	
9	15.8409	10,312	11,785	13,258	14,732	16,205	17,678	19,151	20,624	22,098	23,571	25,345	32,949	9	16.9750	23,272	23,646	23,765	35,308	
10	15.9993	10,415	11,903	13,391	14,879	16,367	17,855	19,343	20,831	22,319	23,806	25,598	33,278	10	17.1447	23,505	23,882	24,002	35,660	
11	16.1592	10,519	12,022	13,525	15,028	16,530	18,033	19,536	21,039	22,542	24,044	25,854	33,611	11	17.3162	23,740	24,121	24,242	36,017	
12	16.3208	10,624	12,142	13,660	15,178	16,696	18,214	19,731	21,249	22,767	24,285	26,113	33,947	12	17.4893	23,977	24,362	24,485	36,377	
13	16.4840	10,731	12,264	13,797	15,330	16,863	18,396	19,929	21,462	22,995	24,528	26,374	34,286	13	17.6642	24,217	24,606	24,729	36,741	
14	16.6488	10,838	12,386	13,935	15,483	17,031	18,580	20,128	21,676	23,225	24,773	26,638	34,629	14	17.8409	24,459	24,852	24,977	37,109	
15	16.8986	11,000	12,572	14,144	15,715	17,287	18,858	20,430	22,001	23,573	25,145	27,037	35,149	15	18.1084	24,826	25,225	25,351	37,665	
16	17.1521	11,166	12,761	14,356	15,951	17,546	19,141	20,736	22,332	23,927	25,522	27,443	35,676	16	18.3800	25,198	25,603	25,732	38,230	
17	17.4093	11,333	12,952	14,571	16,190	17,809	19,428	21,047	22,666	24,285	25,905	27,854	36,211	17	18.6557	25,576	25,987	26,117	38,803	
18	17.6704	11,503	13,146	14,790	16,433	18,076	19,720	21,363	23,006	24,650	26,293	28,272	36,754	18	18.9356	25,960	26,377	26,509	39,386	
19	17.9355	11,676	13,344	15,012	16,680	18,348	20,016	21,684	23,352	25,020	26,688	28,696	37,305	19	19.2196	26,350	26,772	26,907	39,976	
20	18.2046	11,851	13,544	15,237	16,930	18,623	20,316	22,009	23,702	25,395	27,088	29,127	37,865	20	19.5080	26,745	27,174	27,311	40,576	
21	18.4777	12,028	13,747	15,465	17,184	18,902	20,621	22,339	24,057	25,776	27,494	29,564	38,433	21	19.8006	27,146	27,582	27,720	41,185	
22	18.7548	12,209	13,953	15,697	17,441	19,186	20,930	22,674	24,418	26,162	27,907	30,007	39,009	22	20.0975	27,553	27,995	28,136	41,802	
23	19.0361	12,392	14,162	15,933	17,703	19,473	21,244	23,014	24,785	26,555	28,325	30,457	39,595	23	20.3990	27,967	28,415	28,558	42,429	
24	19.3216	12,578	14,375	16,172	17,969	19,765	21,562	23,359	25,156	26,953	28,750	30,914	40,188	24	20.7050	28,386	28,842	28,987	43,066	
25	19.6115	12,767	14,590	16,414	18,238	20,062	21,886	23,710	25,534	27,358	29,181	31,378	40,791	25	21.0156	28,812	29,274	29,421	43,712	
26	19.9057	12,958	14,809	16,661	18,512	20,363	22,214	24,065	25,917	27,768	29,619	31,849	41,403	26	21.3308	29,244	29,713	29,863	44,368	
27	20.2042	13,152	15,031	16,910	18,789	20,668	22,547	24,426	26,305	28,184	30,063	32,326	42,024	27	21.6508	29,683	30,159	30,311	45,033	
28	20.5073	13,350	15,257	17,164	19,071	20,978	22,886	24,793	26,700	28,607	30,514	32,811	42,655	28	21.9755	30,128	30,611	30,765	45,709	
29	20.8149	13,550	15,486	17,422	19,357	21,293	23,229	25,165	27,100	29,036	30,972	33,303	43,294	29	22.3052	30,580	31,071	31,227	46,394	
30	21.1271	13,753	15,718	17,683	19,648	21,613	23,577	25,542	27,507	29,472	31,437	33,803	43,944	30	22.6398	31,039	31,537	31,695	47,090	
31	21.4440	13,960	15,954	17,948	19,942	21,937	23,931	25,925	27,920	29,914	31,908	34,310	44,603	31	22.9793	31,504	32,010	32,171	47,796	
32	21.7656	14,169	16,193	18,217	20,242	22,266	24,290	26,314	28,338	30,363	32,387	34,824	45,272	32	23.3240	31,977	32,490	32,653	48,513	
33	22.0921	14,381	16,436	18,491	20,545	22,600	24,654	26,709	28,763	30,818	32,873	35,347	45,951	33	23.6738	32,456	32,977	33,143	49,241	
34	22.4235	14,597	16,683	18,768	20,853	22,939	25,024	27,110	29,195	31,280	33,366	35,877	46,640	34	24.0290	32,943	33,472	33,640	49,980	
35	22.7599	14,816	16,933	19,050	21,166	23,283	25,400	27,516	29,633	31,750	33,866	36,415	47,340	35	24.3895	33,438	33,974	34,145	50,730	
36	23.1013	15,038	17,187	19,335	21,484	23,632	25,781	27,929	30,077	32,226	34,374	36,962	48,050	36	24.7552	33,939	34,483	34,657	51,490	
37	23.4478	15,264	17,445	19,625	21,806	23,987	26,167	28,348	30,529	32,709	34,890	37,516	48,771	37	25.1266	34,448	35,001	35,177	52,263	
38	23.7995	15,493	17,706	19,920	22,133	24,346	26,560	28,773	30,986	33,200	35,413	38,079	49,502	38	25.5035	34,965	35,526	35,704	53,047	
39	24.1565	15,725	17,972	20,218	22,465	24,712	26,958	29,205	31,451	33,698	35,944	38,650	50,245	39	25.8860	35,489	36,059	36,240	53,842	
40	24.5188	15,961	18,241	20,522	22,802	25,082	27,362	29,643	31,923	34,203	36,483	39,230	50,999	40	26.2743	36,022	36,600	36,784	54,650	
41	24.8866	16,201	18,515	20,830	23,144	25,458	27,773	30,087	32,402	34,716	37,031	39,818	51,764	41	26.6685	36,562	37,149	37,335	55,470	
42	25.2599	16,444	18,793	21,142	23,491	25,840	28,190	30,539	32,888	35,237	37,586	40,415	52,540	42	27.0685	37,110	37,706	37,895	56,302	
43	25.6389	16,690	19,075	21,459	23,844	26,228	28,613	30,997	33,381	35,766	38,150	41,022	53,328	43	27.4745	37,667	38,271	38,464	57,146	
44	26.0234	16,941	19,361	21,781	24,201	26,621	29,042	31,462	33,882	36,302	38,722	41,637	54,128	44	27.8866	38,232	38,846	39,041	58,004	
930 - Bus Assistant @ 5 hrs 1023 - Bus Assistant @ 5.5 hrs 1116 - Bus Assistant @ 6 hrs 1209 - Bus Assistant @ 6.5 hrs 1302 - Bus Assistant @ 7 hrs 1395 - Bus Assistant @ 7.5 hrs														1400 - Baker/Cook @ 7 hrs 1400 - Cft Manager in Training @ 7 hrs 1371 - Clinic Assist - CMA/CNA 2080 - Custodian II 1393 - Driver Ed Instructor						
1488 - Bus Assistant @ 8 hrs 1720 - Bus Assistant - Plan Bee 651 - Cafeteria Assistant @ 3.5 hrs 744 - Cafeteria Assistant @ 4 hrs 837 - Cafeteria Assistant @ 4.5 hrs 930 - Cafeteria Assistant @ 5 hrs 1023 - Cafeteria Assistant @ 5.5 hrs																				
1116 - Cafeteria Assistant @ 6 hrs 1209 - Cafeteria Assistant @ 6.5 hrs 1302 - Cafeteria Assistant @ 7 hrs 1600 - Custodian I 2080 - Fleet Shop Helper																				

Unified Experience-Based Step Pay Scale - SY 2023-2024 (Effective: Jan 1, 2024)															
U09						U10									
Annual Hrs	1/1/2024	1371	1386	1600	2080	Annual Hrs	1/1/2024	1027	1371	1415	1488	1720	1768	2080	
Creditable Yrs of Exp	Hourly Rate	10-mo 187 days 7.33hr/day	10-mo 189 days 7.33hr/d av	10-mo 200 days 8hr/day	12-mo 260 days 8hr/day	Creditable Yrs of Exp	Hourly Rate	10-mo 158 days 7.33hr	10-mo 187 days 7.33hr	10-mo 193 days 7.33/hr	10-mo 186 days 8hr/day	11-mo 215 days 8hr/day	11-mo 221 days 8hr/day	12-mo 260 days 8hr/day	
0	16.6265	22,794	23,044	26,602	34,583	0	17.8199	18,301	24,431	25,215	26,516	30,650	31,505	37,065	
1	16.7927	23,022	23,274	26,868	34,928	1	17.9981	18,484	24,675	25,467	26,781	30,956	31,820	37,436	
2	16.9607	23,253	23,507	27,137	35,278	2	18.1781	18,668	24,922	25,722	27,049	31,266	32,138	37,810	
3	17.1303	23,485	23,742	27,408	35,631	3	18.3598	18,855	25,171	25,979	27,319	31,578	32,460	38,188	
4	17.3016	23,720	23,980	27,682	35,987	4	18.5434	19,044	25,423	26,238	27,592	31,894	32,784	38,570	
5	17.4746	23,957	24,219	27,959	36,347	5	18.7289	19,234	25,677	26,501	27,868	32,213	33,112	38,956	
6	17.6493	24,197	24,461	28,238	36,710	6	18.9162	19,426	25,934	26,766	28,147	32,535	33,443	39,345	
7	17.8259	24,439	24,706	28,521	37,077	7	19.1054	19,621	26,193	27,034	28,428	32,861	33,778	39,739	
8	18.0041	24,683	24,953	28,806	37,448	8	19.2964	19,817	26,455	27,304	28,713	33,189	34,116	40,136	
9	18.1841	24,930	25,203	29,094	37,822	9	19.4893	20,015	26,719	27,577	29,000	33,521	34,457	40,537	
10	18.3660	25,179	25,455	29,385	38,201	10	19.6842	20,215	26,987	27,853	29,290	33,856	34,801	40,943	
11	18.5497	25,431	25,709	29,679	38,583	11	19.8811	20,417	27,256	28,131	29,583	34,195	35,149	41,352	
12	18.7351	25,685	25,966	29,976	38,969	12	20.0799	20,622	27,529	28,413	29,878	34,537	35,501	41,766	
13	18.9225	25,942	26,226	30,276	39,358	13	20.2807	20,828	27,804	28,697	30,177	34,882	35,856	42,183	
14	19.1117	26,202	26,488	30,578	39,752	14	20.4835	21,036	28,082	28,984	30,479	35,231	36,214	42,605	
15	19.3984	26,595	26,886	31,037	40,348	15	20.7907	21,352	28,504	29,418	30,936	35,760	36,757	43,244	
16	19.6894	26,994	27,289	31,503	40,953	16	21.1026	21,672	28,931	29,860	31,400	36,296	37,309	43,893	
17	19.9847	27,399	27,698	31,975	41,568	17	21.4191	21,997	29,365	30,308	31,871	36,840	37,868	44,551	
18	20.2845	27,810	28,114	32,455	42,191	18	21.7404	22,327	29,806	30,762	32,349	37,393	38,437	45,220	
19	20.5887	28,227	28,535	32,941	42,824	19	22.0665	22,662	30,253	31,224	32,834	37,954	39,013	45,898	
20	20.8976	28,650	28,964	33,436	43,467	20	22.3975	23,002	30,706	31,692	33,327	38,523	39,598	46,586	
21	21.2111	29,080	29,398	33,937	44,119	21	22.7335	23,347	31,167	32,167	33,827	39,101	40,192	47,285	
22	21.5292	29,516	29,839	34,446	44,780	22	23.0745	23,697	31,635	32,650	34,334	39,688	40,795	47,994	
23	21.8521	29,959	30,287	34,963	45,452	23	23.4206	24,052	32,109	33,140	34,849	40,283	41,407	48,714	
24	22.1799	30,408	30,741	35,487	46,134	24	23.7719	24,413	32,591	33,637	35,372	40,887	42,028	49,445	
25	22.5126	30,864	31,202	36,020	46,826	25	24.1285	24,779	33,080	34,141	35,903	41,501	42,659	50,187	
26	22.8503	31,327	31,670	36,560	47,528	26	24.4904	25,151	33,576	34,653	36,441	42,123	43,299	50,940	
27	23.1930	31,797	32,145	37,108	48,241	27	24.8578	25,528	34,080	35,173	36,988	42,755	43,948	51,704	
28	23.5409	32,274	32,627	37,665	48,965	28	25.2307	25,911	34,591	35,701	37,543	43,396	44,607	52,479	
29	23.8941	32,758	33,117	38,230	49,699	29	25.6091	26,300	35,110	36,236	38,106	44,047	45,276	53,266	
30	24.2525	33,250	33,613	38,804	50,445	30	25.9932	26,695	35,636	36,780	38,677	44,708	45,955	54,065	
31	24.6162	33,748	34,118	39,385	51,201	31	26.3831	27,095	36,171	37,332	39,258	45,378	46,645	54,876	
32	24.9855	34,255	34,629	39,976	51,969	32	26.7788	27,501	36,713	37,892	39,846	46,059	47,344	55,699	
33	25.3603	34,768	35,149	40,576	52,749	33	27.1805	27,914	37,264	38,460	40,444	46,750	48,055	56,535	
34	25.7407	35,290	35,676	41,185	53,540	34	27.5882	28,333	37,823	39,037	41,051	47,451	48,775	57,383	
35	26.1267	35,819	36,211	41,802	54,343	35	28.0021	28,758	38,390	39,622	41,667	48,163	49,507	58,244	
36	26.5187	36,357	36,754	42,429	55,158	36	28.4220	29,189	38,966	40,217	42,291	48,885	50,250	59,117	
37	26.9164	36,902	37,306	43,066	55,986	37	28.8484	29,627	39,551	40,820	42,926	49,619	51,003	60,004	
38	27.3202	37,455	37,865	43,712	56,826	38	29.2812	30,071	40,144	41,432	43,570	50,363	51,769	60,904	
39	27.7300	38,017	38,433	44,368	57,678	39	29.7204	30,522	40,746	42,054	44,223	51,119	52,545	61,818	
40	28.1459	38,588	39,010	45,033	58,543	40	30.1661	30,980	41,357	42,685	44,887	51,885	53,333	62,745	
41	28.5681	39,166	39,595	45,708	59,421	41	30.6186	31,445	41,978	43,325	45,560	52,663	54,133	63,686	
42	28.9967	39,754	40,189	46,394	60,313	42	31.0779	31,917	42,607	43,975	46,243	53,453	54,945	64,642	
43	29.4316	40,350	40,792	47,090	61,217	43	31.5441	32,395	43,246	44,634	46,937	54,255	55,769	65,611	
44	29.8731	40,956	41,404	47,796	62,136	44	32.0172	32,881	43,895	45,304	47,641	55,069	56,606	66,595	
1600 - Assist Cafeteria Manager 1371 - Clinic Assist - EMT 2080 - Custodian III 1386 - ISS Coordinator						1027 - ALC General Asst 1488 - Auxiliary Bus Driver 1720 - Auxiliary Bus Driver - Plan Bee 2080 - Distribution Driver 2080 - Carpentry Craftsman I 1371 - Clinic Assist - LPN 2080 - Custodian IV									
						1371 - Distance Learning Asst 1371 - General Asst 1371 - Kindergarten Asst 1415 - Library/Media Asst 1371 - PE Asst 2080 - Maintenance Craftsman I 2080 - Painter Craftsman I									
						1371 - PreK Asst 1371 - SpEd Asst 1371 - Title I Asst 2080 - School Rentals Assist 1415 - Security Assist 1768 - School Security Officer I 1768 - Student Residency Verifier									

# Unified Experience-Based Step Pay Scale - SY 2023-2024 (Effective: Jan 1, 2024)

Attachment B

Grade 11											U12										
Annual Hrs	1/1/2024	1415	1544	1632	2080		Annual Hrs	1/1/2024	1309	1415	1600	2080		Annual Hrs	1/1/2024	1309	1415	1600	2080		
Creditable Yrs of Exp	Hourly Rate	10-mo 193 days 7.33/hr	10-mo 193 days 8hr/day	10-mo 204 days 8hr/day	12-mo 260 days 8hr/day		Creditable Yrs of Exp	Hourly Rate	10-mo 187 days 7.33hr/day	10-mo 193 days 7.33hr/day	10-mo 200 days 8hr/day	12-mo 260 days 8hr/day		Creditable Yrs of Exp	Hourly Rate	10-mo 187 days 7.33hr/day	10-mo 193 days 7.33hr/day	10-mo 200 days 8hr/day	12-mo 260 days 8hr/day		
0	19.0924	27,015	29,478	31,158	39,712		0	20.4526	25,987	28,091	32,724	42,541		0	20.4526	25,987	28,091	32,724	42,541		
1	19.2834	27,286	29,773	31,470	40,109		1	20.6571	27,040	29,229	33,051	42,966		1	20.6571	27,040	29,229	33,051	42,966		
2	19.4761	27,558	30,071	31,784	40,510		2	20.8636	27,310	29,521	33,381	43,396		2	20.8636	27,310	29,521	33,381	43,396		
3	19.6709	27,834	30,371	32,102	40,915		3	21.0723	27,583	29,817	33,715	43,830		3	21.0723	27,583	29,817	33,715	43,830		
4	19.8676	28,112	30,675	32,423	41,324		4	21.2830	27,859	30,115	34,052	44,268		4	21.2830	27,859	30,115	34,052	44,268		
5	20.0663	28,393	30,982	32,748	41,737		5	21.4958	28,138	30,416	34,393	44,711		5	21.4958	28,138	30,416	34,393	44,711		
6	20.2669	28,677	31,292	33,075	42,155		6	21.7107	28,419	30,720	34,737	45,158		6	21.7107	28,419	30,720	34,737	45,158		
7	20.4696	28,964	31,605	33,406	42,576		7	21.9279	28,703	31,027	35,084	45,610		7	21.9279	28,703	31,027	35,084	45,610		
8	20.6743	29,254	31,921	33,740	43,002		8	22.1472	28,990	31,338	35,435	46,066		8	22.1472	28,990	31,338	35,435	46,066		
9	20.8811	29,546	32,240	34,077	43,432		9	22.3686	29,280	31,651	35,789	46,526		9	22.3686	29,280	31,651	35,789	46,526		
10	21.0899	29,842	32,562	34,418	43,866		10	22.5923	29,573	31,968	36,147	46,991		10	22.5923	29,573	31,968	36,147	46,991		
11	21.3007	30,140	32,888	34,762	44,305		11	22.8183	29,869	32,287	36,509	47,462		11	22.8183	29,869	32,287	36,509	47,462		
12	21.5138	30,442	33,217	35,110	44,748		12	23.0464	30,167	32,610	36,874	47,936		12	23.0464	30,167	32,610	36,874	47,936		
13	21.7289	30,746	33,549	35,461	45,196		13	23.2769	30,469	32,936	37,243	48,415		13	23.2769	30,469	32,936	37,243	48,415		
14	21.9462	31,053	33,884	35,816	45,648		14	23.5097	30,774	33,266	37,615	48,900		14	23.5097	30,774	33,266	37,615	48,900		
15	22.2754	31,519	34,393	36,353	46,332		15	23.8623	31,235	33,765	38,179	49,633		15	23.8623	31,235	33,765	38,179	49,633		
16	22.6095	31,992	34,909	36,898	47,027		16	24.2203	31,704	34,271	38,752	50,378		16	24.2203	31,704	34,271	38,752	50,378		
17	22.9486	32,472	35,432	37,452	47,733		17	24.5836	32,179	34,785	39,333	51,133		17	24.5836	32,179	34,785	39,333	51,133		
18	23.2929	32,959	35,964	38,014	48,449		18	24.9523	32,662	35,307	39,923	51,900		18	24.9523	32,662	35,307	39,923	51,900		
19	23.6422	33,453	36,503	38,584	49,175		19	25.3265	33,152	35,836	40,522	52,679		19	25.3265	33,152	35,836	40,522	52,679		
20	23.9969	33,955	37,051	39,162	49,913		20	25.7065	33,649	36,374	41,130	53,469		20	25.7065	33,649	36,374	41,130	53,469		
21	24.3568	34,464	37,606	39,750	50,662		21	26.0921	34,154	36,920	41,747	54,271		21	26.0921	34,154	36,920	41,747	54,271		
22	24.7222	34,981	38,171	40,346	51,422		22	26.4834	34,666	37,474	42,373	55,085		22	26.4834	34,666	37,474	42,373	55,085		
23	25.0931	35,506	38,743	40,951	52,193		23	26.8807	35,186	38,036	43,009	55,911		23	26.8807	35,186	38,036	43,009	55,911		
24	25.4694	36,039	39,324	41,566	52,976		24	27.2839	35,714	38,606	43,654	56,750		24	27.2839	35,714	38,606	43,654	56,750		
25	25.8514	36,579	39,914	42,189	53,770		25	27.6932	36,250	39,185	44,309	57,601		25	27.6932	36,250	39,185	44,309	57,601		
26	26.2392	37,128	40,513	42,822	54,577		26	28.1086	36,794	39,773	44,973	58,465		26	28.1086	36,794	39,773	44,973	58,465		
27	26.6329	37,685	41,121	43,464	55,396		27	28.5302	37,346	40,370	45,648	59,342		27	28.5302	37,346	40,370	45,648	59,342		
28	27.0323	38,250	41,737	44,116	56,227		28	28.9582	37,906	40,975	46,333	60,233		28	28.9582	37,906	40,975	46,333	60,233		
29	27.4378	38,824	42,363	44,778	57,070		29	29.3925	38,474	41,590	47,028	61,136		29	29.3925	38,474	41,590	47,028	61,136		
30	27.8494	39,406	42,999	45,450	57,926		30	29.8334	39,051	42,214	47,733	62,053		30	29.8334	39,051	42,214	47,733	62,053		
31	28.2671	39,997	43,644	46,131	58,795		31	30.2809	39,637	42,847	48,449	62,984		31	30.2809	39,637	42,847	48,449	62,984		
32	28.6911	40,597	44,299	46,823	59,677		32	30.7351	40,232	43,490	49,176	63,929		32	30.7351	40,232	43,490	49,176	63,929		
33	29.1215	41,206	44,963	47,526	60,572	2080 - Employee Relations Assoc	33	31.1961	40,835	44,142	49,913	64,887		33	31.1961	40,835	44,142	49,913	64,887		
34	29.5583	41,824	45,638	48,239	61,481	2080 - Financial Assistant	34	31.6641	41,448	44,804	50,662	65,861		34	31.6641	41,448	44,804	50,662	65,861		
35	30.0017	42,452	46,322	48,962	62,403	2080 - Fleet Technician I	35	32.1390	42,069	45,476	51,422	66,849		35	32.1390	42,069	45,476	51,422	66,849		
36	30.4517	43,089	47,017	49,697	63,339	2080 - Food Service Craftsman I	36	32.6212	42,701	46,158	52,193	67,852		36	32.6212	42,701	46,158	52,193	67,852		
37	30.9085	43,735	47,722	50,442	64,289	2080 - Human Resources Associate	37	33.1105	43,341	46,851	52,976	68,869		37	33.1105	43,341	46,851	52,976	68,869		
38	31.3721	44,391	48,438	51,199	65,253	2080 - HVAC Craftsman I	38	33.6071	43,991	47,554	53,771	69,902		38	33.6071	43,991	47,554	53,771	69,902		
39	31.8427	45,057	49,165	51,967	66,232	2080 - Library Cataloger	39	34.1112	44,651	48,267	54,577	70,951		39	34.1112	44,651	48,267	54,577	70,951		
40	32.3203	45,733	49,902	52,746	67,226	2080 - Machinist Craftsman I	40	34.6228	45,321	48,991	55,396	72,015		40	34.6228	45,321	48,991	55,396	72,015		
41	32.8051	46,419	50,651	53,537	68,234	2080 - Pest Control Technician	41	35.1422	46,001	49,726	56,227	73,095		41	35.1422	46,001	49,726	56,227	73,095		
42	33.2972	47,115	51,410	54,341	69,258	2080 - Plumbing Craftsman I	42	35.6693	46,691	50,472	57,070	74,192		42	35.6693	46,691	50,472	57,070	74,192		
43	33.7966	47,822	52,181	55,156	70,296	2080 - Procurement Assistant II	43	36.2043	47,391	51,229	57,926	75,304		43	36.2043	47,391	51,229	57,926	75,304		
44	34.3036	48,539	52,964	55,983	71,351	2080 - Refrigeration Craftsman I	44	36.7475	48,102	51,997	58,796	76,434		44	36.7475	48,102	51,997	58,796	76,434		
2080 - Admin Office Assoc I						2080 - School Admin Associate I	2080 - Accounts Payable Tech						2080 - Carpentry Craftsman II	2080 - Records Analyst							
2080 - Bookkeeper - MS						1415 /1632 Security Asst - Renaissance	2080 - Admin Office Assoc II						2080 - General Maint Craftsman II	2080 - Research/Eval/Assess Asst							
2080 - Communication Prog Assoc						1544 /2080 Security Officer	2080 - Assist Warehouse Mgr						1309 - Interpreter	2080 - School Admin Assoc II - HS							
2080 - Customer Support Tech I						2080 - Teacher Production Center	2080 - Benefits Assistant						2080 - Inventory Technician	1415 - School Security Officer II							
2080 - Data Processing Specialist						2080 - Web Page Design Tech	2080 - Bookkeeper - HS						2080 - Licensure Analyst	2080 - Substitute Office Assoc							
2080 - Electrical Craftsman I							2080 - Building Operations Supvrs						2080 - Painter Craftsman II	2080 - Technology Support Tech							
2080 - Electronics Craftsman I							1600 - Cafeteria Manager I						2080 - Payroll Assistant								

**Unified Experience-Based Step Pay Scale - SY 2023-2024 (Effective: Jan 1, 2024)**

Attachment B

U13													
Annual Hrs	7/1/2023	930	1023	1116	1209	1302	1309	1395	1488	1600	1680	1768	2080
Creditable Yrs of Exp	Hourly Rate	10-mo 186 days 5hr/day	10-mo 186 days 5.5hr/day	10-mo 186 days 6hr/day	10-mo 186 days 6.5hr/day	10-mo 186 days 7hr/day	10-mo 187 days 7hr/day	10-mo 186 days 7.5hr/day	10-mo 186 days 8hr/day	10-mo 200 days 8hr/day	10-mo X 210 days 8hr/day	11-mo 221 days 8hr/day	12-mo 260 days 8hr/day
0	21.9210	20,386	22,425	24,463	26,502	28,541	28,694	30,579	32,618	35,073	36,827	38,756	45,595
1	22.1402	20,590	22,649	24,708	26,767	28,826	28,981	30,885	32,944	35,424	37,195	39,143	46,051
2	22.3616	20,796	22,875	24,955	27,035	29,114	29,271	31,194	33,274	35,778	37,567	39,535	46,512
3	22.5852	21,004	23,104	25,205	27,305	29,405	29,564	31,506	33,606	36,136	37,943	39,930	46,977
4	22.8111	21,214	23,335	25,457	27,578	29,700	29,859	31,821	33,942	36,497	38,322	40,330	47,447
5	23.0392	21,426	23,569	25,711	27,854	29,997	30,158	32,139	34,282	36,862	38,705	40,733	47,921
6	23.2696	21,640	23,804	25,968	28,132	30,297	30,459	32,461	34,625	37,231	39,092	41,140	48,400
7	23.5023	21,857	24,042	26,228	28,414	30,599	30,764	32,785	34,971	37,603	39,483	41,552	48,884
8	23.7373	22,075	24,283	26,490	28,698	30,905	31,072	33,113	35,321	37,979	39,878	41,967	49,373
9	23.9746	22,296	24,526	26,755	28,985	31,214	31,382	33,444	35,674	38,359	40,277	42,387	49,867
10	24.2144	22,519	24,771	27,023	29,275	31,527	31,696	33,779	36,031	38,743	40,680	42,811	50,365
11	24.4566	22,744	25,019	27,293	29,568	31,842	32,013	34,116	36,391	39,130	41,087	43,239	50,869
12	24.7011	22,972	25,269	27,566	29,863	32,160	32,333	34,458	36,755	39,521	41,497	43,671	51,378
13	24.9481	23,201	25,521	27,842	30,162	32,482	32,657	34,802	37,122	39,916	41,912	44,108	51,892
14	25.1976	23,433	25,777	28,120	30,463	32,807	32,983	35,150	37,494	40,316	42,331	44,549	52,411
15	25.5755	23,785	26,163	28,542	30,920	33,299	33,478	35,677	38,056	40,920	42,966	45,217	53,197
16	25.9593	24,142	26,556	28,970	31,384	33,799	33,980	36,213	38,627	41,534	43,611	45,896	53,995
17	26.3486	24,504	26,954	29,405	31,855	34,305	34,490	36,756	39,206	42,157	44,265	46,584	54,805
18	26.7438	24,871	27,358	29,846	32,333	34,820	35,007	37,307	39,794	42,790	44,929	47,283	55,627
19	27.1450	25,244	27,769	30,293	32,818	35,342	35,532	37,867	40,391	43,432	45,603	47,992	56,461
20	27.5522	25,623	28,185	30,748	33,310	35,872	36,065	38,435	40,997	44,083	46,287	48,712	57,308
21	27.9654	26,007	28,608	31,209	33,810	36,410	36,606	39,011	41,612	44,744	46,981	49,442	58,168
22	28.3849	26,397	29,037	31,677	34,317	36,957	37,155	39,596	42,236	45,415	47,686	50,184	59,040
23	28.8107	26,793	29,473	32,152	34,832	37,511	37,713	40,190	42,870	46,097	48,401	50,937	59,926
24	29.2428	27,195	29,915	32,634	35,354	38,074	38,278	40,793	43,513	46,788	49,127	51,701	60,825
25	29.6814	27,603	30,364	33,124	35,884	38,645	38,852	41,405	44,165	47,490	49,864	52,476	61,737
26	30.1267	28,017	30,819	33,621	36,423	39,224	39,435	42,026	44,828	48,202	50,612	53,264	62,663
27	30.5786	28,438	31,281	34,125	36,969	39,813	40,027	42,657	45,500	48,925	51,372	54,062	63,603
28	31.0373	28,864	31,751	34,637	37,524	40,410	40,627	43,297	46,183	49,659	52,142	54,873	64,557
29	31.5029	29,297	32,227	35,157	38,087	41,016	41,237	43,946	46,876	50,404	52,924	55,697	65,526
30	31.9754	29,737	32,710	35,684	38,658	41,631	41,855	44,605	47,579	51,160	53,718	56,532	66,508
31	32.4550	30,183	33,201	36,219	39,238	42,256	42,483	45,274	48,293	51,928	54,524	57,380	67,506
32	32.9419	30,635	33,699	36,763	39,826	42,890	43,120	45,953	49,017	52,707	55,342	58,241	68,519
33	33.4360	31,095	34,205	37,314	40,424	43,533	43,767	46,643	49,752	53,497	56,172	59,114	69,546
34	33.9375	31,561	34,718	37,874	41,030	44,186	44,424	47,342	50,499	54,300	57,015	60,001	70,590
35	34.4466	32,035	35,238	38,442	41,645	44,849	45,090	48,053	51,256	55,114	57,870	60,901	71,648
36	34.9633	32,515	35,767	39,019	42,270	45,522	45,766	48,773	52,025	55,941	58,738	61,815	72,723
37	35.4877	33,003	36,303	39,604	42,904	46,204	46,453	49,505	52,805	56,780	59,619	62,742	73,814
38	36.0200	33,498	36,848	40,198	43,548	46,898	47,150	50,247	53,597	57,632	60,513	63,683	74,921
39	36.5603	34,001	37,401	40,801	44,201	47,601	47,857	51,001	54,401	58,496	61,421	64,638	76,045
40	37.1088	34,511	37,962	41,413	44,864	48,315	48,575	51,766	55,217	59,374	62,342	65,608	77,186
41	37.6654	35,028	38,531	42,034	45,537	49,040	49,304	52,543	56,046	60,264	63,277	66,592	78,344
42	38.2304	35,554	39,109	42,665	46,220	49,775	50,043	53,331	56,886	61,168	64,227	67,591	79,519
43	38.8038	36,087	39,696	43,305	46,913	50,522	50,794	54,131	57,740	62,086	65,190	68,605	80,711
44	39.3858	36,628	40,291	43,954	47,617	51,280	51,556	54,943	58,606	63,017	66,168	69,634	81,922
2080 - Accounting Technician		1395 - Bus Driver @ 7.5 hrs			2080 - Data Management Analyst			2080 - Insurance Claims Analyst					
2080 - Boiler Craftsman II		1488 - Bus Driver @ 8.0 hrs			2080 - Electrical Craftsman II			1309 - Interpreter I					
930 - Bus Driver @ 5.0 hrs		1680 - Bus Driver Extended			2080 - Electronics Craftsman II			2080 - Machinist Craftsman II					
1023 - Bus Driver @ 5.5 hrs		1768 - Bus Driver - Plan Bee			2080 - Executive Office Assoc I			2080 - Plumbing Craftsman II					
1116 - Bus Driver @ 6.0 hrs		1600 - Cafeteria Manager II			2080 - Fleet Technician II			2080 - Procurement Assist III					
1209 - Bus Driver @ 6.5 hrs		2080 - Culinary Development Chef			2080 - Food Service Craftsman II			2080 - Refrigeration Craftsman II					
1302 - Bus Driver @ 7.0 hrs		2080 - Customer Support Tech II			2080 - HVAC Craftsman II			2080 - Testing Assistant					
								2080 - Warehouse & Distribution Tech					
								2080 - Workers Comp Claims Analyst					



Unified Experience-Based Step Pay Scale - SY 2023-2024 (Effective: Jan 1, 2024)									
U14					U15				
Annual Hrs	1/1/2024	1309	1600	2080	Annual Hrs	1/1/2024	1488	2080	
Creditable Yrs of Exp	Hourly Rate	10-mo 187 days 7hr/day	10-mo 200 days 8hr/day	12-mo 260 days 8hr/day	Creditable Yrs of Exp	Hourly Rate	10-mo 187 days 7hr/day	12-mo 260 days 8hr/day	
0	23.4860	30,743	37,577	48,850	0	25.1598	37,437	52,332	
1	23.7209	31,050	37,953	49,339	1	25.4113	37,812	52,855	
2	23.9580	31,361	38,332	49,832	2	25.6655	38,190	53,384	
3	24.1976	31,674	38,716	50,331	3	25.9221	38,572	53,917	
4	24.4396	31,991	39,103	50,834	4	26.1813	38,957	54,457	
5	24.6839	32,311	39,494	51,342	5	26.4431	39,347	55,001	
6	24.9308	32,634	39,889	51,856	6	26.7075	39,740	55,551	
7	25.1802	32,960	40,288	52,374	7	26.9747	40,138	56,107	
8	25.4319	33,290	40,691	52,898	8	27.2444	40,539	56,668	
9	25.6863	33,623	41,098	53,427	9	27.5168	40,944	57,234	
10	25.9431	33,959	41,508	53,961	10	27.7920	41,354	57,807	
11	26.2025	34,299	41,924	54,501	11	28.0699	41,768	58,385	
12	26.4646	34,642	42,343	55,046	12	28.3506	42,185	58,969	
13	26.7293	34,988	42,766	55,596	13	28.6341	42,607	59,558	
14	26.9965	35,338	43,194	56,152	14	28.9204	43,033	60,154	
15	27.4014	35,868	43,842	56,994	15	29.3542	43,679	61,056	
16	27.8125	36,406	44,500	57,850	16	29.7946	44,334	61,972	
17	28.2297	36,952	45,167	58,717	17	30.2415	44,999	62,902	
18	28.6531	37,506	45,844	59,598	18	30.6951	45,674	63,845	
19	29.0829	38,069	46,532	60,492	19	31.1555	46,359	64,803	
20	29.5192	38,640	47,230	61,399	20	31.6229	47,054	65,775	
21	29.9619	39,220	47,939	62,320	21	32.0972	47,760	66,762	
22	30.4113	39,808	48,658	63,255	22	32.5786	48,476	67,763	
23	30.8675	40,405	49,388	64,204	23	33.0673	49,204	68,779	
24	31.3306	41,011	50,128	65,167	24	33.5634	49,942	69,811	
25	31.8005	41,626	50,880	66,145	25	34.0668	50,691	70,858	
26	32.2775	42,251	51,644	67,137	26	34.5778	51,451	71,921	
27	32.7616	42,884	52,418	68,144	27	35.0965	52,223	73,000	
28	33.2531	43,528	53,204	69,166	28	35.6229	53,006	74,095	
29	33.7518	44,181	54,002	70,203	29	36.1573	53,802	75,207	
30	34.2582	44,843	54,813	71,257	30	36.6996	54,609	76,335	
31	34.7721	45,516	55,635	72,325	31	37.2501	55,428	77,480	
32	35.2936	46,199	56,469	73,410	32	37.8089	56,259	78,642	
33	35.8231	46,892	57,316	74,512	33	38.3760	57,103	79,822	
34	36.3604	47,595	58,176	75,629	34	38.9516	57,959	81,019	
35	36.9058	48,309	59,049	76,764	35	39.5360	58,829	82,234	
36	37.4593	49,034	59,934	77,915	36	40.1290	59,711	83,468	
37	38.0213	49,769	60,834	79,084	37	40.7309	60,607	84,720	
38	38.5915	50,516	61,746	80,270	38	41.3419	61,516	85,991	
39	39.1704	51,274	62,672	81,474	39	41.9619	62,439	87,280	
40	39.7580	52,043	63,612	82,696	40	42.5914	63,376	88,590	
41	40.3543	52,823	64,566	83,936	41	43.2303	64,326	89,919	
42	40.9597	53,616	65,535	85,196	42	43.8787	65,291	91,267	2080 - Food Service Craftsman III
43	41.5740	54,420	66,518	86,473	43	44.5369	66,270	92,636	2080 - HVAC Craftsman III
44	42.1977	55,236	67,516	87,771	44	45.2049	67,264	94,026	2080 - Machinist Craftsman III
2080 - Asst Distribution Center Supvrs				2080 - Graphic Designer	2080 - Boiler Craftsman III				2080 - Occupat'l Health & Safety Tech
2080 - Benefits Specialist I				1309 - Interpreter II	2080 - Building Manager				1488 - Occupat'l Therapy Assist (COTA)
2080 - Bus Driver Trainer				2080 - Network Technician I	2080 - Custodial Supervisor				2080 - Paralegal
1600 - Cafeteria Manger III				2080 - Painter Craftsman III	2080 - Distrib Center Supervisor				1488 - Physical Therapy Assist (LPTA)
2080 - Carpentry Craftsman III				2080 - School Business Assistant	2080 - Electrical Craftsman III				2080 - Plumbing Craftsman III
2080 - Executive Office Assoc II				2080 - Transportation Dispatcher	2080 - Electronics Craftsman III				2080 - Refrigeration Craftsman III
2080 - General Maint Craftsman III				2080 - Warehouse Manager	2080 - Fleet Technician III				2080 - Special Project Support (Title Only)

Unified Experience-Based Step Pay Scale - SY 2023-2024 (Effective: Jan 1, 2024)									
U16					U17				
Annual Hrs	1/1/2024	1309	2080		Annual Hrs	1768	2080		
Creditable Yrs of Exp	Hourly Rate	10-mo 187 days 7hr/day	12-mo 260 days 8hr/day		Creditable Yrs of Exp	11-mo 221 days 8hr/day	12-mo 260 days 8hr/day		
0	26.9608	35,291	56,078		0	51,075	60,088		
1	27.2304	35,644	56,639		1	51,585	60,689		
2	27.5026	36,000	57,205		2	52,101	61,296		
3	27.7777	36,361	57,777		3	52,622	61,909		
4	28.0555	36,724	58,355		4	53,149	62,528		
5	28.3361	37,091	58,939		5	53,680	63,153		
6	28.6194	37,462	59,528		6	54,217	63,784		
7	28.9055	37,837	60,123		7	54,759	64,423		
8	29.1946	38,215	60,724		8	55,306	65,066		
9	29.4865	38,597	61,331		9	55,860	65,717		
10	29.7814	38,983	61,945		10	56,418	66,375		
11	30.0792	39,373	62,564		11	56,982	67,038		
12	30.3800	39,767	63,190		12	57,552	67,708		
13	30.6838	40,165	63,822		13	58,128	68,386		
14	30.9907	40,566	64,460		14	58,709	69,070		
15	31.4555	41,175	65,427		15	59,590	70,105		
16	31.9274	41,792	66,408		16	60,483	71,157		
17	32.4063	42,419	67,405		17	61,391	72,225		
18	32.8924	43,056	68,416		18	62,312	73,308		
19	33.3858	43,702	69,442		19	63,246	74,408		
20	33.8865	44,357	70,483		20	64,195	75,524		
21	34.3949	45,022	71,541		21	65,158	76,657		
22	34.9108	45,698	72,614		22	66,135	77,806		
23	35.4344	46,383	73,703		23	67,127	78,973		
24	35.9660	47,079	74,809		24	68,134	80,158		
25	36.5054	47,785	75,931		25	69,156	81,360		
26	37.0530	48,502	77,070		26	70,194	82,581		
27	37.6088	49,229	78,226		27	71,247	83,820		
28	38.1729	49,968	79,399		28	72,315	85,077		
29	38.7455	50,717	80,590		29	73,400	86,353		
30	39.3267	51,478	81,799		30	74,501	87,648		
31	39.9166	52,250	83,026		31	75,619	88,963		
32	40.5154	53,034	84,272		32	76,753	90,298		
33	41.1231	53,830	85,536		33	77,904	91,652		
34	41.7399	54,637	86,818		34	79,073	93,027		
35	42.3660	55,457	88,121		35	80,259	94,422		
36	43.0015	56,288	89,443		36	81,463	95,838		
37	43.6465	57,133	90,784		37	82,685	97,276		
38	44.3012	57,990	92,146		38	83,925	98,735		
39	44.9657	58,860	93,528	2080 - Educational Data Analyst	39	85,184	100,216		
40	45.6402	59,743	94,931	2080 - Executive Office Assoc III	40	86,461	101,719		
41	46.3248	60,639	96,355	2080 - Facilities Asset Manager	41	87,758	103,245		
42	47.0197	61,548	97,800	2080 - Fleet Foreman	42	89,075	104,794		
43	47.7249	62,471	99,267	2080 - Food Service Prog Analyst	43	90,411	106,366		
44	48.4409	63,409	100,757	2080 - HVAC Specialist	44	91,767	107,961		
2080 - Accounting Systems Specialist				1309 - Interpreter III	2080 - Accountant, Sr				2080 - Procurement Specialist I
2080 - Area Supervisor, Food Services				2080 - Network Technician II	2080 - Budget Analyst				2080 - School Improvement Specialist (MS)
2080 - Benefits Specialist II				2080 - Occupational Safety Specialist	2080 - Construction Inspector-Sr (Title Only)				1768 - Student Support Specialist
2080 - Boiler Specialist				2080 - Procurement Card Prog Analyst	2080 - Fleet Supervisor				2080 - Supervisor Maintenance
2080 - Construction Inspector				2080 - Secretary & Clerk to the Board	2080 - Geographic Info Sys (GIS) Analyst				2080 - Technical Contract Manager
2080 - Crash Investigator				2080 - Student Information Sys. Specialist	2080 - Interpreter Specialist				
2080 - Customer Support Cntr Supv									

Unified Experience-Based Step Pay Scale - SY 2023-2024 (Effective: Jan 1, 2024)					
U18					
Annual Hrs	1408	1600	1768	2080	
Creditable Yrs of Exp	10-mo 192 days 7.33hr	10-mo 200 days 8hr/day	11-mo 221 days 8hr/day	12-mo 260 days 8hr/day	
0	43,582	49,525	54,725	64,382	
1	44,017	50,020	55,272	65,026	
2	44,458	50,520	55,825	65,676	
3	44,902	51,025	56,383	66,333	
4	45,351	51,536	56,947	66,996	
5	45,805	52,051	57,516	67,666	
6	46,263	52,571	58,091	68,343	
7	46,725	53,097	58,672	69,026	
8	47,193	53,628	59,259	69,717	
9	47,665	54,164	59,852	70,414	
10	48,141	54,706	60,450	71,118	
11	48,623	55,253	61,055	71,829	
12	49,109	55,806	61,665	72,547	
13	49,600	56,364	62,282	73,273	
14	50,096	56,927	62,905	74,006	
15	50,847	57,781	63,848	75,116	
16	51,610	58,648	64,806	76,243	
17	52,384	59,528	65,778	77,386	
18	53,170	60,421	66,765	78,547	
19	53,968	61,327	67,766	79,725	
20	54,777	62,247	68,783	80,921	
21	55,599	63,180	69,814	82,135	
22	56,433	64,128	70,862	83,367	
23	57,279	65,090	71,925	84,617	
24	58,138	66,067	73,004	85,887	
25	59,010	67,057	74,099	87,175	
26	59,896	68,064	75,210	88,483	
27	60,794	69,084	76,338	89,810	
28	61,706	70,121	77,483	91,157	
29	62,632	71,172	78,646	92,524	
30	63,571	72,240	79,825	93,912	
31	64,525	73,324	81,023	95,321	
32	65,493	74,424	82,238	96,751	
33	66,475	75,540	83,472	98,202	
34	67,472	76,673	84,724	99,675	
35	68,484	77,823	85,994	101,170	
36	69,511	78,990	87,284	102,688	
37	70,554	80,175	88,594	104,228	
38	71,612	81,378	89,922	105,791	
39	72,687	82,599	91,271	107,378	
40	73,777	83,838	92,641	108,989	
41	74,884	85,095	94,030	110,624	
42	76,007	86,372	95,441	112,283	
43	77,147	87,667	96,872	113,967	
44	78,304	88,982	98,325	115,677	
					1768 - Positive Behav'l Intervn & Suprt (PBIS) Coach
					2080 - School Improvement Specialist (HS)
					2080 - Audiologist
					2080 - Family Engagement Specialist
					2080 - Family Outreach Representative
					2080 - Foundation Transition Planner
					1768 - Hampton Roads Workforce Council Spec
					2080 - Network Administrator
					2080 - Occupational Health and Safety Specialist
					1408 - School Nurse
					2080 - Sous-Chef
					1600 - Student Activities Coord. (MS)
					2080 - Tech Services Support Supervisor
					2080 - Transportation Area Supervisor
					2080 - Work-Based Learning Specialist

Unified Experience-Based Step Pay Scale - SY 2023-2024 (Effective: Jan 1, 2024)					
U19					
Annual Hrs	1600	1768	2080		
Creditable Yrs of Exp	10-mo 200 days 8hr/day	11-mo 221 days 8hr/day	12-mo 260 days 8hr/day		
0	53,078	58,652	69,002		
1	53,609	59,238	69,692		
2	54,145	59,831	70,389		
3	54,687	60,429	71,093		
4	55,234	61,033	71,804		
5	55,786	61,643	72,522		
6	56,344	62,260	73,247		
7	56,907	62,882	73,979		
8	57,476	63,511	74,719		
9	58,051	64,147	75,467		
10	58,632	64,788	76,221		
11	59,218	65,436	76,983		
12	59,810	66,090	77,753		
13	60,408	66,751	78,531		
14	61,012	67,419	79,316		
15	61,928	68,430	80,506		
16	62,856	69,456	81,714		
17	63,799	70,498	82,939		
18	64,756	71,556	84,183		
19	65,728	72,629	85,446		
20	66,713	73,718	86,728		
21	67,714	74,824	88,029		
22	68,730	75,947	89,349		
23	69,761	77,086	90,689		
24	70,807	78,242	92,050		
25	71,869	79,416	93,430		
26	72,947	80,607	94,832		
27	74,042	81,816	96,254		
28	75,152	83,043	97,698		
29	76,280	84,289	99,164		
30	77,424	85,553	100,651		
31	78,585	86,837	102,161		
32	79,764	88,139	103,693		
33	80,960	89,461	105,249		
34	82,175	90,803	106,827		
35	83,407	92,165	108,430		2080 - Coordinator Mechanical Systems
36	84,659	93,548	110,056		2080 - Coordinator, Public Relations I
37	85,928	94,951	111,707		2080 - Coordinator Special Projects
38	87,217	96,375	113,383		2080 - Energy Manager
39	88,526	97,821	115,083		2080 - Health Services Nursing Specialist
40	89,854	99,288	116,810		1768/2080 - Instructional Specialist
41	91,201	100,777	118,562		2080 - Procurement Specialist II
42	92,569	102,289	120,340		2080 - Programmer/Analyst
43	93,958	103,824	122,145		2080 - School Counseling Department Chair
44	95,367	105,381	123,978		2080 - Specialist Professional Learning
				2080 - Student Activities Coordinator (HS)	
				2080 - Supervisor Construction	
				2080 - Systems Administrator	
				2080 - Systems Engineer	
				2080 - Teacher Induction Specialist	
				2080 - Webmaster	
				2080 - Accountant - Principal	
				2080 - Assistant Payroll Supervisor	
				2080 - Benefits Program Specialist	
				2080 - Coordinator Custodial Services	
				2080 - Coordinator Distribution Services	
				2080 - Coordinator Food Services	
				2080 - Coordinator Maintenance	

# Unified Experience-Based Step Pay Scale - SY 2023-2024 (Effective: Jan 1, 2024)

Attachment B

U20			U21		
Annual Hrs	2080		Annual Hrs	2080	
Creditable Yrs of Exp	12-mo 260 days 8hr/day		Creditable Yrs of Exp	12-mo 260 days 8hr/day	
0	73,928		0	79,221	
1	74,667		1	80,013	
2	75,413		2	80,813	
3	76,168		3	81,621	
4	76,929		4	82,437	
5	77,699		5	83,261	
6	78,475		6	84,094	
7	79,260		7	84,935	
8	80,053		8	85,784	
9	80,853		9	86,642	
10	81,662		10	87,509	
11	82,479		11	88,384	
12	83,303		12	89,268	
13	84,137		13	90,160	
14	84,978		14	91,062	
15	86,252		15	92,428	
16	87,546		16	93,814	
17	88,859		17	95,221	
18	90,192		18	96,650	
19	91,545		19	98,100	
20	92,919		20	99,571	
21	94,312		21	101,065	
22	95,727		22	102,581	
23	97,163		23	104,119	
24	98,620		24	105,681	
25	100,100		25	107,266	
26	101,601		26	108,875	
27	103,125		27	110,508	
28	104,672		28	112,166	
29	106,242		29	113,849	
30	107,836		30	115,556	
31	109,453		31	117,290	
32	111,095		32	119,049	
33	112,761		33	120,835	
34	114,453		34	122,647	
35	116,170		35	124,487	
36	117,912		36	126,354	
37	119,681		37	128,250	2080 - Coord Public Relations II
38	121,476		38	130,173	2080 - Coord Security & Safe Schools
39	123,298		39	132,126	2080 - Coord Transportation
40	125,148		40	134,108	2080 - Coord Transportation Routing/Analytics
41	127,025		41	136,119	2080 - Dean of Students (MS)
42	128,930		42	138,161	2080 - Demographer / GIS Manager
43	130,864		43	140,234	2080 - Development Team Leader (DOT)
44	132,827	2080 - Procurement Contract Specialist	44	142,337	2080 - Emergency Manager
2080 - Assistant Principal ES		2080 - Project Mgr - Construction	2080 - Academic Dean (MS)		2080 - Fleet Manager
2080 - Educational Data Specialist		2080 - Project Mgr - Safe Schools	2080 - Asst. Director Custodial & Dist Svcs		2080 - Information Systems-Project Manager
2080 - Financial Mgmt Specialist		2080 - Specialist, Intergov't Affairs & Constituent Serv.	2080 - Asst. Director Environ Resources		2080 - Information Security Manager
2080 - HR Info Systems Specialist		2080 - Student Info Sys Administrator	2080 - Asst. Director Maintenance Svcs		2080 - Programmer Analyst - Sr
2080 - Internal Auditor		2080 - Systems Analyst	2080 - Asst. Director Mechanical Systems		2080 - Staff Architect
2080 - Marketing Specialist		2080 - Transportation Sys Spec	2080 - Assistant Principal MS		2080 - Sustainability Officer
			2080 - Coord Procurement		2080 - Systems Engineer Supervisor

# Unified Experience-Based Step Pay Scale - SY 2023-2024 (Effective: Jan 1, 2024)

Attachment B

U22			U23		
Annual Hrs	2080		Annual Hrs	2080	
Creditable Yrs of Exp	12-mo 260 days 8hr/day		Creditable Yrs of Exp	12-mo 260 days 8hr/day	
0	84,880		0	90,945	
1	85,728		1	91,854	
2	86,586		2	92,773	
3	87,451		3	93,701	
4	88,326		4	94,638	
5	89,209		5	95,584	
6	90,101		6	96,540	
7	91,002		7	97,505	
8	91,912		8	98,480	
9	92,832		9	99,465	
10	93,760		10	100,460	
11	94,698		11	101,464	
12	95,644		12	102,479	
13	96,601		13	103,504	
14	97,567		14	104,539	
15	99,030		15	106,107	
16	100,516		16	107,699	
17	102,024		17	109,314	
18	103,554		18	110,954	
19	105,107		19	112,618	
20	106,684		20	114,307	
21	108,284		21	116,022	
22	109,908		22	117,762	
23	111,557		23	119,529	
24	113,230		24	121,322	
25	114,929		25	123,142	
26	116,653		26	124,989	
27	118,402		27	126,863	
28	120,179		28	128,766	
29	121,981		29	130,698	
30	123,811		30	132,658	
31	125,668		31	134,648	
32	127,553		32	136,668	
33	129,466		33	138,718	
34	131,408		34	140,799	
35	133,380		35	142,911	
36	135,380		36	145,055	
37	137,411		37	147,230	
38	139,472		38	149,439	
39	141,564		39	151,680	
40	143,688		40	153,955	
41	145,843		41	156,265	
42	148,031		42	158,609	
43	150,251		43	160,988	
44	152,505		44	163,403	
2080 - Academic Dean (HS)		2080 - Risk Manager	2080 - Coordinator Information Services		2080 - Director Testing
2080 - Assistant Director ATC		2080 - Specialist Employee Relations	2080 - Coordinator Technical Services		2080 - Director Transportation
2080 - Assistant Director, Food Services		2080 - Specialist Human Resources	2080 - Director Advanced Technology Center		2080 - Principal ES
2080 - Assistant Principal HS		2080 - Specialist Program Evaluation	2080 - Director Family and Community Engagement		
2080 - Coord Accounting		2080 - Specialist Research	2080 - Director Research, Eval and Assessment		
2080 - Coord Adult Academic Programs		2080 - Specialist Testing	2080 - Director Safe Schools		
		2080 - Technical Architect			

Note: All coordinators of instruction titles are not listed



# Unified Experience-Based Step Pay Scale - SY 2023-2024 (Effective: Jan 1, 2024)

Attachment B

Unified Experience-Based Step Pay Scale - SY 2023-2024 (Effective: Jan 1, 2024)					
U24			U25		
Annual Hrs	2080		Annual Hrs	2080	
Creditable Yrs of Exp	12-mo 260 days 8hr/day		Creditable Yrs of Exp	12-mo 260 days 8hr/day	
0	97,458		0	104,420	
1	98,433		1	105,464	
2	99,417		2	106,519	
3	100,411		3	107,584	
4	101,416		4	108,660	
5	102,430		5	109,746	
6	103,454		6	110,844	
7	104,488		7	111,952	
8	105,533		8	113,072	
9	106,588		9	114,202	
10	107,654		10	115,344	
11	108,731		11	116,498	
12	109,818		12	117,663	
13	110,917		13	118,839	
14	112,026		14	120,028	
15	113,706		15	121,828	
16	115,412		16	123,656	
17	117,143		17	125,510	
18	118,900	18	127,393		
19	120,684	19	129,304		
20	122,494	20	131,244		
21	124,331	21	133,212		
22	126,196	22	135,211		
23	128,089	23	137,239		
24	130,010	24	139,297		
25	131,961	25	141,387		
26	133,940	26	143,508		
27	135,949	27	145,660		
28	137,988	28	147,845		
29	140,058	29	150,063		
30	142,159	30	152,314		
31	144,292	31	154,598		
32	146,456	32	156,917		
33	148,653	33	159,271		
34	150,882	34	161,660		
35	153,146	35	164,085		
36	155,443	36	166,547		
37	157,775	37	169,045		
38	160,141	38	171,580		
39	162,543	39	174,154		
40	164,982	40	176,766		
41	167,456	41	179,418		
42	169,968	42	182,109		
43	172,517	43	184,841		
44	175,105	44	187,613		
2080 - Associate School Board Attorney		2080 - Director Student Services	2080 - Director Alternative Education	2080 - Exec Dir Secondary Teaching & Learning	
2080 - Director Adult Learning Center		2080 - Director Technical & Career Education	2080 - Director Elementary Schools	2080 - Exec Dir Student Support Services	
2080 - Director Benefits		2080 - Director Technical & Career Ed Center	2080 - Exec Dir Elem Teaching & Learning	2080 - Exec Dir Transportation Fleet Mgmt. Svcs.	
2080 - Director Business Services		2080 - Director Technology	2080 - Exec Dir Facilities Services	2080 - Principal HS	
2080 - Director Compliance and Special Ed Services		2080 - Director Title I Programs	2080 - Exec Dir Office of Prog for Except'l Child	2080 - Senior School Board Attorney	
2080 - Director Custodial & Distribution Svcs		2080 - Head of School (GRC)	2080 - Exec Dir Planning, Innov & Accountability		
2080 - Director Diversity, Equity & Inclusion		2080 - Principal MS			

Unified Experience-Based Step Pay Scale - SY 2023-2024 (Effective: Jan 1, 2024)									
U26			U27			U28			
Annual Hrs	2080		Annual Hrs	2080		Annual Hrs	2080		
Creditable Yrs of Exp	12-mo 260 days 8hr/day		Creditable Yrs of Exp	12-mo 260 days 8hr/day		Creditable Yrs of Exp	12-mo 260 days 8hr/day		
0	111,890		0	119,889		0	128,459		
1	113,009		1	121,088		1	129,744		
2	114,139		2	122,299		2	131,042		
3	115,280		3	123,522		3	132,352		
4	116,433		4	124,757		4	133,676		
5	117,598		5	126,004		5	135,012		
6	118,774		6	127,265		6	136,362		
7	119,961		7	128,537		7	137,726		
8	121,161		8	129,822		8	139,103		
9	122,373		9	131,121		9	140,495		
10	123,596		10	132,432		10	141,899		
11	124,832		11	133,756		11	143,318		
12	126,081		12	135,094		12	144,751		
13	127,341		13	136,445		13	146,199		
14	128,615		14	137,809		14	147,661		
15	130,544		15	139,876		15	149,876		
16	132,502		16	141,974		16	152,124		
17	134,490		17	144,104		17	154,406		
18	136,507		18	146,266		18	156,722		
19	138,555		19	148,460		19	159,073		
20	140,633		20	150,687		20	161,459		
21	142,743		21	152,947		21	163,881		
22	144,884		22	155,241		22	166,339		
23	147,057		23	157,569		23	168,834		
24	149,263		24	159,933		24	171,367		
25	151,502		25	162,332		25	173,937		
26	153,774		26	164,767		26	176,546		
27	156,081		27	167,239		27	179,194		
28	158,422		28	169,747		28	181,882		
29	160,798		29	172,293		29	184,611		
30	163,210		30	174,878		30	187,380		
31	165,659		31	177,501		31	190,190		
32	168,143		32	180,163		32	193,043		
33	170,666		33	182,866		33	195,939		
34	173,225		34	185,609		34	198,878		
35	175,824		35	188,393		35	201,861		
36	178,461		36	191,219		36	204,889		
37	181,138		37	194,087		37	207,963		
38	183,855		38	196,999		38	211,082		
39	186,613		39	199,954		39	214,248		
40	189,412		40	202,953		40	217,462		
41	192,253		41	205,997		41	220,724		
42	195,137		42	209,087		42	224,035		
43	198,064		43	212,224		43	227,395		
44	201,035		44	215,407		44	230,806		
2080 - Sr Exec Director Elementary Schools 2080 - Sr Exec Director Middle Schools 2080 - Sr Exec Director High Schools			2080 - Chief Academic Officer Tch & Lrng 2080 - Chief Financial Officer 2080 - Chief Human Resources Officer 2080 - Chief Information Officer 2080 - Chief Communications & Community Engagement Officer 2080 - Chief Operations Officer 2080 - Chief Schools Officer			2080 - Chief of Staff 2080 - School Board Attorney 2080 - School Board Auditor			



**Subject:** School Board Legislative Agenda for 2024 General Assembly Session **Item Number:** 16C

**Section:** Action **Date:** December 12, 2023

**Senior Staff:** N/A

**Prepared by:** School Board Legislative Committee

**Presenter(s):** School Board Legislative Committee

**Recommendation:**

That the School Board approve the Legislative Agenda for the 2024 Virginia General Assembly Session as proposed by the School Board Legislative Committee.

**Background Summary:**

That the School Board receive for Action the School Board Legislative Agenda for the 2024 General Assembly Session. The agenda provides an overview of the issues that are of interest and/or concern to the School Board and the School Division.

The Committee's proposal was first introduced under Information on November 28, 2023. Upon approval by the School Board, the Legislative Agenda will be distributed to stakeholders and posted on the Divisions website, vbschools.com.

During the 2024 General Assembly Session, the Division administrative staff will monitor legislative activity that has an impact on students, staff, personnel, budget, instructional programs, and operations.

**Source:**

N/A

**Budget Impact:**

N/A

## **Virginia Beach City Public Schools 2024 Legislative Agenda**

### **BUDGET AND FUNDING**

#### **Support Full Funding of Biennial Re-Benchmarking**

In each odd year, the Department of Education (DOE) provides the Governor and the General Assembly with an estimate of the “rebenchmarked” cost of continuing the existing Direct Aid to Public Education programs for the next biennium. This rebenchmarking 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. The Standards of Quality (SOQ) provide 60% of the state funds for public schools in Virginia.

Since rebenchmarking is a process to update the state funding formulas to reflect the current costs facing Local Education Agencies (LEA) (e.g. increases in fuel costs, health care costs, teacher salaries, etc.), failure to fully fund rebenchmarking would signify a decrease in the state’s commitment to funding K-12 education. VBCPS supports full-funding of the biennial rebenchmarking of the Standards of Quality funding formulas. VBCPS opposes any formula changes to the rebenchmarking methodology that would artificially decrease the actual costs to fund K-12 education. Finally, VBCPS opposes any measure that would shift SOQ and other recurring cost programs into the Lottery Fund.

Finally, due to how one-time appropriations made during the last biennium have been calculated, DOE’s preliminary estimate for the 2024-2026 biennium is approximately \$160.5 million over the FY2024 base. This calculation, however, assumes that significant one-time funds are kept in the base and repurposed to meet most increased costs. Removing the one-time costs from the calculation, shows an actual need of approximately \$1.3 billion to fully fund rebenchmarking. The General Assembly should update the rebenchmarking process to better account for one-time funds, to ensure transparency, and that meet the needs of students and educators as prescribed in the SOQs.

VBCPS also supports continued discussion and study of the Joint Legislative Audit Review Commission’s recommendations found in their report on Virginia’s K-12 Funding Formula, including the underlying K-12 funding mechanisms to ensure the funding formulas accurately reflect the needs of both students and educators.

#### **Teacher Salary Increase and Recruitment and Retention**

Nearly every school division across Virginia is experiencing extensive teacher shortages. While filling all positions has at times always been challenging for school divisions, the last several years

have proven to be particularly difficult for school divisions. The current teacher shortage problem is at a crisis point, as schools are not able to fill needed positions.

While Virginia has provided resources for teacher salaries in recent years, earnings for Virginia teachers continue to lag the national average. Virginia teacher salaries have one of the widest gaps between their pay levels and those of comparable professionals in the country and with continued pressure on wages from persistent inflation this disparity has become increasingly acute. In order to bring the Virginia's average teacher salary up to the national average, Virginia must continue to take significant steps to invest in its teacher workforce.

VBCPS agrees with several of the JLARC recommendations found in their report on Virginia's K-12 Teacher Pipeline, including removing the Virginia Communication and Literacy Assessment (VCLA) or replace it with a more relevant assessment and increase funding for the Virginia Teaching Scholarship Loan Program (VTSLP). The VCLA acts as an unnecessary burden for teachers entering the profession and potentially keeps high-quality teachers from entering the profession. The VTSLP awards up to \$10,000 for tuition and fees to teacher candidates at public or private institutions pursuing teaching in a critical shortage discipline or who are minority teacher candidates.

The General Assembly should also consider additional pathways for retired teachers to return to the profession, including allowing fully licensed retired teachers to return to the profession without having to go through the licensure process again, as long as they are able to demonstrate competency in the subject they are teaching.

### **Support Cap**

VBCPS supports fully removing the support position cap that was put in place in 2009 during the Great Recession. Previously, the Commonwealth provided funding for support staff positions according to a formula that used numbers of staff and local costs (calculated using the actual number of support positions and the salary for each position in all Virginia school divisions). As a moneysaving measure during the Recession, a "cap" was placed on the number of positions that the state would fund. The cap was not based on any particular analysis of student needs or existing staffing patterns, but rather was simply calculated as a ratio of instructional to support positions based on the necessity to reduce state funding by a particular amount.

While the General Assembly made significant progress on fully-funding the support cap deficit during the 2023 Special Session by updating the funding ratio methodology to 24 support positions per students in the first year of the biennium. The General Assembly must continue to work to fully remove the support cap.

**Increase behavior and mental health staff available to students to aid in early identification and support of students exhibiting mental health needs.**



VBCPS requests the General Assembly continue to provide additional resources for mental health clinicians, attendance interventionists, and behavior specialists. These staff members should have specialized training to target students' complex behavioral needs and have the experience to assess the mental health status of students, recommend an appropriate level of care, implement/assist with implementing appropriate interventions, and respond to crisis situations.

However, VBCPS support retaining local authority and flexibility to best determine the resources and programs required to meet the student health and school health. VBCPS requests that any state mandated program designed to increase mental health services available to students be fully funded by the state and not result in an additional unfunded mandate.

### **Delivering Quality Special Education Services**

VBCPS has approximately 8,000 students who qualify for special education services. VBCPS spends in excess of \$100 million per year, or approximately \$13,000 per qualified student, on special education programs and services, of which approximately 65% is funded locally. VBCPS is opposed to any change in the delivery of special education services or special education funding that would shift even a larger portion of the funding responsibility to the locality. This includes changes to the regional special education programs that either reduce the overall state allotment or reduces the funding to an individual regional program. Such reductions in funding will not reduce VBCPS's obligations under the Individuals with Disabilities Education Act (IDEA), but rather shift a larger portion to the locality.

### **Dedicated State Funding for Capital Improvements**

VBCPS supports the reinstatement of dedicated state funds for capital improvements. Since 2010, local governments and school boards have carried the full burden of capital improvements for public schools.

### **Funding for Regional Recovery School**

VBCPS requests start up and ongoing operational funding support for the Tides Preparatory Academy in Hampton Roads. Tides Preparatory Academy will be a secondary school designed to educate and provide services for students in grades 9-12 who are in recovery from substance use disorder. Tides Preparatory Academy will empower students by providing an alternative environment to support their recovery while making progress towards a high school diploma. The program will be housed in a community facility where students will be away from the influences of the general school population and be open to all students in the Hampton Roads region.

## **OTHER LEGISLATIVE ISSUES**

### **School Bus Driver Shortage**

VBCPS, like many school divisions across the state and country, is experiencing an extreme shortage of school bus drivers, resulting in delays in getting students to and from school, field trips and after school activities. Virginia needs to take immediate steps to increase the number of qualified school bus drivers on a statewide basis. As initial steps, Virginia should provide designated funding sources for the training of potential new school bus drivers, as well as address the licensing requirements and expediting the licensure timeline. Additionally, Virginia should work closely with our federal delegation to create a specific school bus commercial driver's license for those individuals who are exclusively interested in becoming bus drivers.

### **Eliminate or Fund Currently Unfunded Mandates**

The total impact of state and federal unfunded mandates to VBCPS was \$44 million in 2023. Of the \$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 additional responsibilities or provide additional services without the state's share of funding for such mandates. VBCPS supports the elimination of or funding for existing unfunded mandates.

### **Assessment Reform**

VBCPS also supports the reduction of the number of required tests in order to allow school divisions to continue to transform the traditional classroom and better meet the needs of our students. It's important our students are able to compete in a global marketplace. Rather than the 20 SOL tests currently mandated, VBCPS supports legislation that allows school divisions to substitute SOL assessment for those that are performance based, mimic real-life situations and better prepare students for success in higher education and in the workplace. VBCPS has successfully developed an increasing number of performance-based assessments that are used on a division-wide basis.

In addition to student growth measures, VBCPS supports a teacher, principal, and superintendent accountability system that includes additional measures such as student participation, 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.

VBCPS supported recent efforts to expand the use of growth measures by the General Assembly; however, the implementation of those efforts did not achieve the objectives of the original intent. Given the staff resources required to implement the assessments as required by VDOE, the data garnered from the reports was not as impactful as the student data VBCPS was already acquiring through previous assessments. VBCPS continues to support the use of growth measures and through year assessments, but requests additional local flexibility and control over how the assessments are implemented.

## **Individualized and Innovative Learning Environments**

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, charter schools and Laboratory Schools; however, for these alternative models to be successful they must have the support of the local community and local school division.

VBCPS supports providing additional flexibility for school divisions to develop highly individualized and innovative learning environments. VBCPS specifically requests a mechanism by which schools can apply to be released from certain SOQ requirements, as well as other regulatory requirements.

VBCPS has developed numerous innovative learning models across the division, including the Advanced Technology Center, Governor's Schools, Green Run Collegiate Charter School, and the Brock Environmental Center.

VBCPS requests expansion of School Divisions of Innovation statute to allow greater flexibility in developing local school division grown innovation. The General Assembly should consider providing flexibility from several requirements, including seat time requirements, greater flexibility for teacher licensure for teachers teaching CTE classes, clear pathway for verified credits for certifications and credentials, certain staffing ratios, and other standards that may not be conducive to developing community-based classroom environments designed to meet the needs of the industries and communities served by the local school division.



**Positive Behavioral Interventions and Supports (PBIS):**

**Subject:** Year-Three Evaluation (Advanced Tiers) Recommendations **Item Number:** 16D

**Section:** Action **Date:** December 12, 2023

**Senior Staff:** Lisa A. Banicky, Ph.D., Executive Director

**Prepared by:** Allison M. Bock, Ph.D., Program Evaluation Specialist

Heidi L. Janicki, Ph.D., Director of Research and Evaluation

Lisa A. Banicky, Ph.D., Executive Director

Office of Planning, Innovation, and Accountability

**Presenter(s):** Allison M. Bock, Ph.D., Program Evaluation Specialist

Office of Planning, Innovation, and Accountability

**Recommendation:**

That the School Board approve the administration's recommendations that were proposed in response to the Positive Behavioral Interventions and Supports (PBIS): Year-Three Evaluation (Advanced Tiers).

**Background Summary:**

Positive Behavioral Interventions and Supports is a data driven decision-making framework for selecting and using interventions within a tiered system of support. Tier I involves universal practices for all students across schoolwide and classroom settings. Tier II is focused on students needing additional support, which can be provided through small-group interventions, while Tier III is focused on providing personalized support to individual students. Beginning in 2017-2018, the current Virginia Beach model of implementing PBIS began, which involved embedded PBIS school-level coaching with each school having a divisionwide PBIS coach.

According to School Board Policy 6-26, "Existing programs will be evaluated based on an annual Program Evaluation Schedule which will be developed by the Program Evaluation Committee and approved by the School Board annually." On September 11, 2018, the School Board approved the 2018-2019 Program Evaluation Schedule, in which PBIS was recommended for an evaluation readiness report, and a three-year evaluation plan was approved September 24, 2019. The PBIS Year-One Tier I evaluation was conducted in 2020-2021 after a one-year delay due to the COVID-19 pandemic, and recommendations were approved by the School Board December 7, 2021. The PBIS Year-Two Tier I evaluation was conducted in 2021-2022, and recommendations were approved by the School Board January 10, 2023. The final PBIS Year-Three (Advanced Tiers) evaluation in 2022-2023 included an update on Tier I implementation and progress toward recommendation areas and outcome goals; characteristics of schools implementing PBIS Tier II practices; staff involvement with PBIS Tier II; components of Tier II practices, including progress toward implementation goals; alignment between PBIS and other divisionwide initiatives; and cost. Recommendations were included based on the evaluation results.

**Source:**

School Board Policy 6-26

School Board Minutes September 11, 2018

School Board Minutes September 24, 2019

School Board Minutes December 7, 2021

School Board Minutes January 10, 2023

**Budget Impact:**



## VIRGINIA BEACH CITY PUBLIC SCHOOLS CHARTING THE COURSE

### PLANNING, INNOVATION, AND ACCOUNTABILITY Office of Research and Evaluation

#### Positive Behavioral Interventions and Supports (PBIS): Year-Three Evaluation (Advanced Tiers)

The table below indicates the proposed recommendations resulting from the **Positive Behavioral Interventions and Supports (PBIS): Year-Three Evaluation (Advanced Tiers)**. It is requested that the School Board review and approve the administration's recommendations as proposed.

School Board Meeting Date	Evaluation	Recommendations From the Fall 2023 Program Evaluation	Administration's Recommendations
<u>Information</u> November 28, 2023  <u>Consent</u> December 12, 2023	Positive Behavioral Interventions and Supports (PBIS): Year-Three Evaluation (Advanced Tiers)	<ol style="list-style-type: none"><li>1. Recommendation #1: Continue PBIS with modifications noted in recommendations 2 through 4. (<i>Responsible Group: Department of Teaching and Learning</i>)</li><li>2. Recommendation #2: Continue communication efforts that address how the PBIS framework, division processes (i.e., Student Response Teams, Section 504, the Special Education Committee), and social-emotional learning align as part of integrated systems of support and the structures schools have in place to support student success. (<i>Responsible Groups: Department of Teaching and Learning, Department of School Leadership</i>)</li><li>3. Recommendation #3: Continue to work to ensure all schools have access to a divisionwide system that allows staff to effectively monitor data related to advanced tier interventions or supports. (<i>Responsible Group: Department of Teaching and Learning</i>)</li><li>4. Recommendation #4: Provide additional professional learning opportunities for staff involved with Tier II practices regarding aspects of intervention delivery. (<i>Responsible Group: Department of Teaching and Learning</i>)</li></ol>	The administration concurs with the recommendations from the program evaluation.



## **Decorum and Order-School Board Meetings 1-48**

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

### **SCHOOL BOARD BYLAWS**

#### **Decorum and Order-School Board Meetings**

##### **A. Purpose of decorum and order during meetings**

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

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

##### **B. Limitations on addressing the School Board**

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

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

##### **C. Other expressive activities during meetings**

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

At regular School Board Meetings, the School Board accepts public comment during designated sections of the Meeting Agenda. The public comment sections of School Board Meetings are limited public forums for the sole purpose of accepting comments from members of the public relevant to PreK-12 public education in Virginia Beach and the business of the School Board and the School Division. The

School Board does not accept other forms of public comment during Meetings or at those times immediately preceding or following a Meeting.

2. Expressive activities during meetings

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

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

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

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

**D. Other methods of communicating with the School Board**

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

This Bylaw does not preclude persons addressing the School Board from delivering the School Board or its Clerk written materials including reports, statements, exhibits, letters, or signed petitions prior to or after a Meeting. While public speakers are addressing the School Board, they may not approach the School Board to hand out

items but will instead be directed to leave items with the Clerk or designee for the School Board to consider after the Meeting.

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

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