

AGENDA
JAMES CITY COUNTY BOARD OF SUPERVISORS
BUSINESS MEETING
COUNTY GOVERNMENT CENTER BOARD ROOM
101 MOUNTS BAY ROAD, WILLIAMSBURG, VA 23185
June 25, 2024
1:00 PM

A. CALL TO ORDER

B. ROLL CALL

C. PRESENTATION(S)

1. Retirement Commendation for Service - Veda McMullen
2. Retirement Commendation for Service - Alisa Fox
3. 2024 Historical Commission Essay Contest Awards

D. CONSENT CALENDAR

1. Annual Architectural Services
2. Business Intelligence Software Contract Renewal - Software House International
3. Contract Award - \$607,388 - Ware Creek Manor - Ney Court Stream Restoration
4. Grant Award - \$7,328 - Chesapeake Bay Restoration Fund Grant
5. Grant Award - \$283,500 - James City County Child Health Initiative
6. Memorandum of Understanding Between James City County and the James City Service Authority for Risk Management and Legal Services
7. Memorandum of Understanding Between James City County and the Williamsburg-James City County School Board for Risk Management Services
8. Minutes Adoption
9. Opioid Settlement Funding - \$208,698
10. Resolution of Support for Smart Scale Transportation Funding Application
11. Server and Data Storage Hardware Replacement - Dell Computers

E. BOARD DISCUSSIONS

1. Creating a Separate PK-12 School Division; Feasibility Study and Transition Plan
2. Parks and Recreation CIP Discussion

3. Government Center Update

F. BOARD CONSIDERATION(S)

1. Appropriation - \$499,598 - Drone-Delivered Study Site Agreement with Duke University
2. Contract Award - \$500,000 - James City County Marina Upgrades and Supporting Infrastructure Improvements - 70% Design Contract

G. BOARD REQUESTS AND DIRECTIVES

H. REPORTS OF THE COUNTY ADMINISTRATOR

I. CLOSED SESSION

1. A closed session pursuant to section 2.2-3711.A(3) for the discussion or consideration of the acquisition of real property for a public purpose where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the public body; in particular, a parcel of property along Brick Bat Road.
2. 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 pursuant to Section 2.2-3711 (A)(3) of the Code of Virginia and regarding the property identified as 110 Nina Lane.
3. Consideration of a personnel matter, appointment of individuals to County Boards and/or Commissions pursuant to Section 2.2-3711(A)(1) of the Code of Virginia
 - a. Historical Commission Appointments
4. Consideration of a personnel matter, pertaining to the performance evaluation of the County Administrator and County Attorney, pursuant to Section 2.2-3711 (A)(1) of the Code of Virginia.
5. Certification of Closed Session

J. ADJOURNMENT

1. Adjourn until 5 pm on July 9, 2024 for the Regular Meeting

MEMORANDUM

DATE: June 25, 2024

TO: The Board of Supervisors

FROM: Ben Loppacker, Staff Liaison to the Historical Commission

SUBJECT: 2024 Historical Commission Essay Contest Awards

The Historical Commission sponsored an essay contest for high school students within the Williamsburg-James City County (WJCC) Public School System. Students who attend private or home school within the WJCC Schools attendance area were also eligible to enter. This year's essay topics were The Railroad, African American Schools, and Lady Frances Berkeley. The contest offered prizes of \$1,500 for first place, \$500 for second place, and \$250 for third place. Ten members of the Historical Commission served as judges and evaluated the essay (with identifying information removed) based on a formal rubric that accompanied the essay contest rules.

The Commission is proud to present the following students with this year's essay contest awards:

- 1st Place - Aubrey Pecota, Homeschooled
- 2nd Place - Emily Reynolds, Lafayette High School
- 3rd Place - Kaleigh Alexis Campbell, Homeschooled

Mr. Mark Jakobowski, Chairman of the Historical Commission, will present the awards.

BL/md
24HistCmEssayAwd-mem

Attachment:
1. Essay Contest Rules

**JAMES CITY COUNTY HISTORICAL COMMISSION
2024 STUDENT ESSAY CONTEST RULES**

First prize: \$1,500; Second prize: \$500; Third prize: \$250

The mission of the James City County Historical Commission is to further the efforts of the County to document, commemorate, preserve, protect, and promote the rich historical heritage of James City County. The Commission is responsible for documenting, commemorating, and preserving the historic legacy of James City County.

In support of this mission, the James City County Historical Commission is sponsoring an essay contest for Williamsburg-James City County high school students (grades 9-12). Students who reside in James City County or in the City of Williamsburg and attend a public or private school, or are home-schooled, are eligible to participate.

The essay should be 1,000-1,500 words (4-6 pages, double-spaced) on one of the following topics:

1. ***The Railroad.*** James City County has a rich history with the railroad. Summarize the history of the railroad in James City County from 1860 to the present. Identify the rail lines that came through James City County and include the location of the train depots and warehouses. Where did the lines originate and end? Were the lines both passenger and freight? What were the main products shipped to and from James City County? Describe how the rail service changed over the years and what service we have today.
2. ***African American Schools.*** Schools for African American students were created in James City County early in our history and some continued well into the 20th century. Some of those schools were short-lived, but others continued for decades. Identify the earliest schools and tell who created them and their purpose. What were the Rosenthal schools and when were they started and when were they closed? What were the local and state laws that controlled the education of African American students? When did segregated schools come to an end in James City County?
3. ***Lady Frances Berkeley.*** Frances Culpeper was arguably Virginia's most notable 17th century woman. She had attracted the attention of the aging Virginia Governor Sir William Berkeley. After her husband's death she married the Governor and became Lady Frances Berkeley and mistress of his estate, Green Spring, in James City County. At Governor Berkeley's death, Green Spring and his vast fortune was left to Lady Berkeley. Summarize Lady Berkeley's life. Include her accomplishments and notable influences. Explain how these impacted our region's early development and history.

The paper should include citations - footnotes or endnotes plus a bibliography. The footnotes/endnotes and bibliography will not be included in the total word count. The student should use the Chicago Manual of Style for citations.

The cover page, which is not included in the total word count, should include the essay title; the student's name, address, phone number and email address; the name of the student's school (or "homeschooled"), and the total word count (not including the title page, footnotes/endnotes, and bibliography).

The first page of the essay should have the essay's title at the top. Do not include the student's name or other personal identifying information in the main body of the essay. Pages of the essay main body should be numbered.

Essays are due no later than 11:59 p.m. on Friday, April 26, 2024. Essays may be in Microsoft Word (.doc or .docx), Rich Text Format (RTF), or Portable Document Format (PDF). Students can submit their essay online at the James City County Historical Commission web page, <https://jamescitycountyva.gov/history>. Look for the "Learn more or submit your essay here" link.

--Continued--

Students will be asked to affirm the following: “By submitting this essay, I certify that it is my own work, based on my own research and analysis, and that I have properly cited all material and sources used in its preparation.”

Award winners will be notified by Friday, May 31, 2024. Winners will be invited to a public meeting of the James City County Board of Supervisors for an award presentation (date to be determined).

Judges will use the following Essay Scoring Rubric:

CATEGORY AND MAX SCORE	EXCELLENT 9-10	ACCEPTABLE		UNACCEPTABLE 0-5
		HIGH 7-8	LOW 6	
Factual Content 10 points	Facts are highly relevant to the topic and properly cited.	Some relevant content; points not fully developed.	Marginally relevant facts; little supporting detail included.	Cursory treatment of the topic; little or no relevant facts presented.
	5	4	3	0-2
Structure, Logic and Transitions 5 points	Logical progression of ideas with well executed transitions.	Logical progression of ideas, but often lacks transitions.	Gaps in logic or no transitions.	Disorganized; written as a stream of disconnected thoughts.
	5	4	2-3	0
Punctuation, Spelling and Presentation 5 points	Correct punctuation and spelling; correct format as specified (Chicago).	A few (less than three) punctuation, spelling, and format errors.	Occasional (three to five) punctuation, spelling, and format errors.	Frequent (more than five) punctuation, spelling, and format errors.
	26-30	16-25	11-15	0-10
Analysis: Critical and Original Thought, Supported by Examples 30 points	Central idea is well developed; clarity of purpose evident throughout; abundance of evidence of thought, analysis and/or insight; evidence and examples are specific and highly relevant.	Central idea and clarity of purpose are generally evident throughout the essay; evidence of thought, analysis and/or insight; supporting evidence and examples are relevant.	The central idea is expressed, but vague or too broad; some sense of purpose is maintained; some evidence of thought, analysis and/or insight; there are some examples and evidence, though general.	Central idea and clarity of purpose are absent or incompletely expressed and maintained; little or no evidence of critical, careful thought or analysis and/or insight; few, if any, relevant examples or supporting evidence.
Total 50 points				



Historical Commission
101-A Mounts Bay Road
P.O. Box 8784
Williamsburg, VA 23187-8784
P: 757-253-6685
planning@jamestownva.gov

jamestownva.gov/901/Historical-Commission

Students of Williamsburg-James City County Public Schools and area Private and Home Schools

My name is Mark Jakobowski, and I am Chairman of the James City County Historical Commission. Every year we sponsor a Student Essay Writing Contest based on people and events of historical significance in our region. This year, as in the past, three essay questions written by members of the Historical Commission are offered for students to select one topic for their essay.

The students in our schools will one day become part of the creation of history in the future of our county and our country. The awareness of history is a valuable tool to craft the success of our future. We ask you to consider responding to one of our essay questions and if you do, you may be the student that receives the award for the best essay at the James City County Board of Supervisors meeting this coming June.

Good luck!

Mark M. Jakobowski

MEMORANDUM

DATE: June 25, 2024

TO: The Board of Supervisors

FROM: Mark Abbott, Capital Projects Coordinator

SUBJECT: Contract Awards - Annual Architectural Services

A Request for Proposals (RFP) was solicited from qualified firms to simplify the purchasing process and speed up work when architectural services are required by having firms pre-selected based upon their qualifications per the requirements of the Virginia Public Procurement Act and establishing an “in place” contract for needed professional services.

Interested firms responded to the RFP by describing their interest, qualifications, project approach, and experience in performing similar work. A panel of staff members representing Capital Projects, Williamsburg-James City County (WJCC) Public Schools, and James City Service Authority evaluated the proposals and selected the most qualified firms. The contracts have an initial term of one year with four additional one-year renewal options available to the County. The RFP included Cooperative procurement provisions allowing WJCC Public Schools and other entities to use the selected architectural firms if they so choose.

Firms selected for contract award are:

Firm Name

GuernseyTingle Architects, P.C.

HBA Architecture & Interior Design, Inc.

Hudson + Associates Architects, PLLC

PMA, Inc.

Tymoff+Moss Architects, P.C.

VIA design architects, pc

Staff recommends approval of the attached resolution awarding a contract to the firms listed above.

MA/md

CA-AnnArchitServ-mem

Attachment

RESOLUTION

CONTRACT AWARDS - ANNUAL ARCHITECTURAL SERVICES

WHEREAS, a Request for Proposals has been advertised and evaluated for annual architectural services; and

WHEREAS, the firms listed below were determined to be the best qualified to provide the required services:

GuernseyTingle Architects, P.C.
HBA Architecture & Interior Design, Inc.
Hudson + Associates Architects, PLLC
PMA, Inc.
Tymoff+Moss Architects, P.C.
VIA design architects, pc

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of James City County, Virginia, hereby awards the contracts for annual architectural services to the firms listed in this resolution.

Ruth M. Larson
Chair, Board of Supervisors

ATTEST:

Teresa J. Saeed
Deputy Clerk to the Board

NULL
HIPPLE
MCGLENNON
ICENHOUR
LARSON

VOTES

AYE NAY ABSTAIN ABSENT

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Adopted by the Board of Supervisors of James City County, Virginia, this 25th day of June, 2024.

CA-AnnArchitServ-res

MEMORANDUM

DATE: June 25, 2024

TO: The Board of Supervisors

FROM: Patrick N. Page, Director of Information Resources Management

SUBJECT: Business Intelligence Software Contract Renewal - Software House International

Business Intelligence software from the company Sisense has been used by County staff since 2014 to provide independent analysis of data in County servers and applications. This analysis provides information to County staff, management, Administration, and the Board to make operational and management decisions.

The County's use of Sisense has expanded in number of users and data storage needs after moving to cloud-hosted operations. Departments including Human Resources, Financial and Management Services, Real Estate Assessments, Fire, Treasurer, Commissioner of the Revenue, and General Services leverage this system daily. Recently Parks & Recreation and Risk Management were added for operational needs.

In June of 2024, a Request for Quotation (RFQ) from Software House International was issued through the Virginia Information Technology Agency state contract. Based on an evaluation by Information Resources Management staff, the Sisense software continues to be the best fit for James City County. The move to the cloud and the expansion of the system prompted the need for the contract renewal.

The renewal of the contract includes the continued hosting, data storage, licensing, and the support of software for a period of one year with optional renewal after the one-year period. A state contract cost of \$129,833.33 was determined through the RFQ process and funding is available in the Fiscal Year 2025 Operational Budget.

Staff recommends approval of the attached resolution.

PNP/md
BISoftwrContrRen-mem

Attachment

RESOLUTION

BUSINESS INTELLIGENCE SOFTWARE CONTRACT RENEWAL -

SOFTWARE HOUSE INTERNATIONAL

WHEREAS, County staff has evaluated and recommends the contract renewal for use of the Business Intelligence software Sisense; and

WHEREAS, this software provides the analysis capabilities to aid in decision-making by staff, Administration, and the Board; and

WHEREAS, staff determined that the Sisense system continues to meet the County's requirements for Business Intelligence analysis; and

WHEREAS, a Request for Quotation from Software House International through the Virginia Information Technology Agency state contract provided the best pricing of \$129,833.33; and

WHEREAS, funding for the contract renewal was approved in the Fiscal Year 2025 Operational Budget.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of James City County, Virginia, hereby authorizes the County Administrator to execute the renewal of contract for Sisense Business Intelligence software with Software House International.

Ruth M. Larson
Chair, Board of Supervisors

ATTEST:

Teresa J. Saeed
Deputy Clerk to the Board

NULL
HIPPLE
MCGLENNON
ICENHOUR
LARSON

VOTES

<u>AYE</u>	<u>NAY</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Adopted by the Board of Supervisors of James City County, Virginia, this 25th day of June, 2024.

BISoftwrContrRen-res

MEMORANDUM

DATE: June 25, 2024

TO: The Board of Supervisors

FROM: Barry E. Moses, Capital Projects Coordinator

SUBJECT: Contract Award - \$607,388 - Ware Creek Manor - Ney Court Stream Restoration

The Ware Creek Manor - Ney Court Stream Restoration project will repair drainage infrastructure and protect property by stabilizing erosion in an area of the County which has highly erodible soils and uncontrolled runoff from upstream development that was created prior to modern stormwater management regulations. The project extends to the southeast from the corner of Ney Court and Marmont Lane in the Ware Creek Manor subdivision. (see Location Map attached). The Ware Creek Manor - Ney Court Stream Restoration project is in the Skimino Creek watershed. The project includes restoration of approximately 320 linear feet of eroded stream channel (see photos attached). The goal of the design is to create a channel with a stable pattern, profile and dimension, and stabilize actively eroding banks. Natural channel design principles were utilized to develop the limits for the design. Streambank stabilization structures will be employed in the stream restoration. Invasive plants will be removed and replaced with native trees, shrubs, and herbaceous vegetation. All necessary permits and/or approvals have been obtained for this project.

A two-step Invitation for Bids was publicly advertised. Step 1 required the submittal of a Technical Bid Form primarily to demonstrate the bidder has completed a minimum of three projects of similar size and type. Step 2 was to open the Bid Form if the technical bid requirements were met.

The following two qualified firms submitted bids to be considered for contract award:

<u>Firm</u>	<u>Amount</u>
Finish Line Construction, Inc., dba as Finish Line Environmental	\$607,388
Environmental Quality Resources, LLC	\$661,949

Finish Line Construction, Inc., dba as Finish Line Environmental, has performed satisfactory work for James City County in the past and was determined to be the lowest qualified, responsive, and responsible bidder. This project is part of the approved Capital Improvements Program budget and \$220,579 of Stormwater Local Assistance grant funds are also available to fund this project.

Staff recommends approval of the attached resolution authorizing the contract award to Finish Line Construction, Inc., dba as Finish Line Environmental.

BEM/ap
CA-NeyCtStrmRes-mem

Attachment

RESOLUTION

CONTRACT AWARD - \$607,388 - WARE CREEK MANOR -

NEY COURT STREAM RESTORATION

WHEREAS, the James City County General Services Department received competitive bids for the Ware Creek Manor - Ney Court Stream Restoration project; and

WHEREAS, two bids were considered for award and Finish Line Construction, Inc., dba as Finish Line Environmental, was the lowest qualified, responsive, and responsible bidder; and

WHEREAS, previously authorized Capital Improvements Program budget funds and Stormwater Local Assistance grant funds are available to fund this project.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of James City County, Virginia, hereby authorizes the contract award in the amount of \$607,388 to Finish Line Construction, Inc., dba as Finish Line Environmental, for the Ware Creek Manor - Ney Court Stream Restoration project.

Ruth M. Larson
Chair, Board of Supervisors

ATTEST:

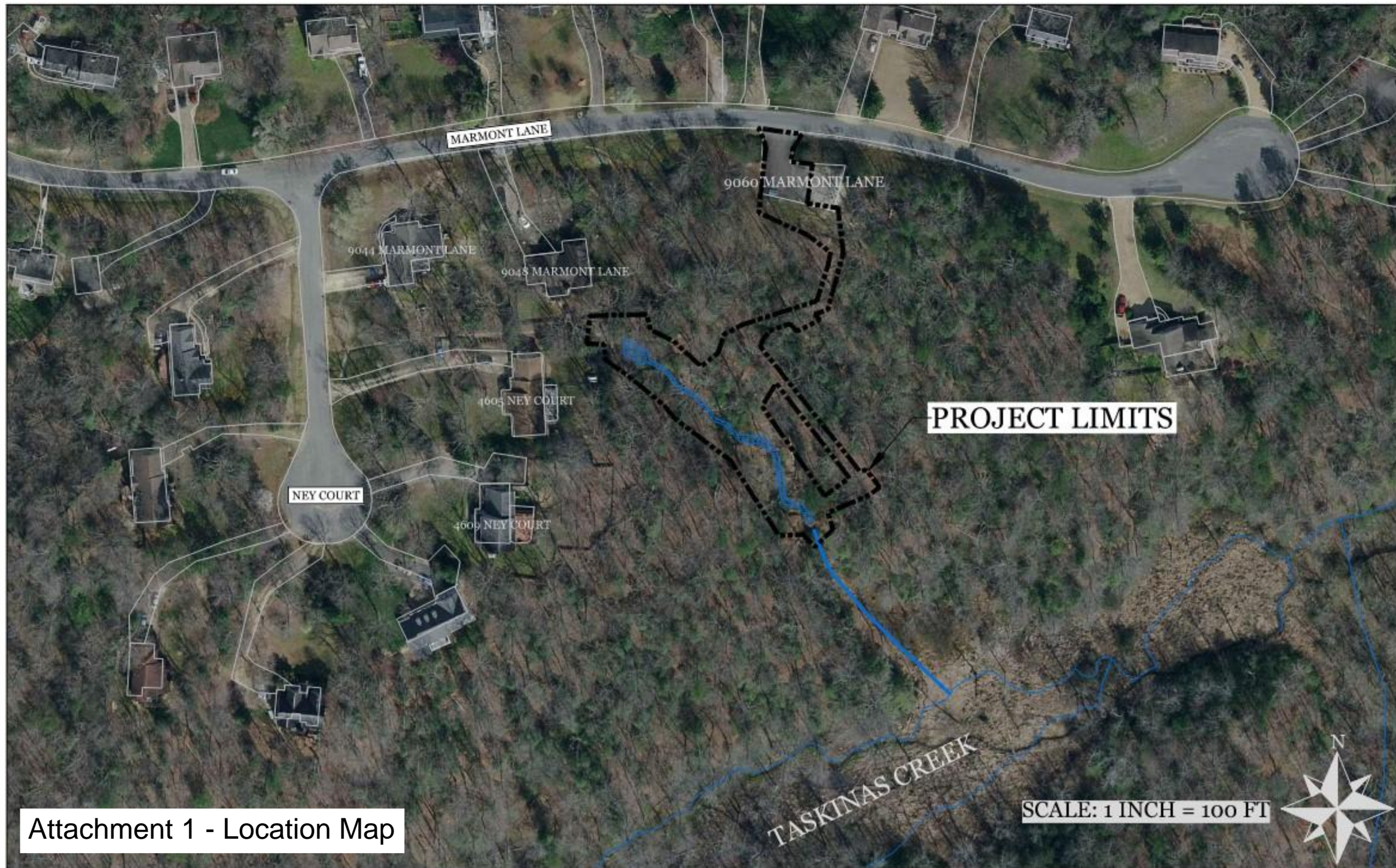
Teresa J. Saeed
Deputy Clerk to the Board

NULL
HIPPLE
MCGLENNON
ICENHOUR
LARSON

VOTES			
<u>AYE</u>	<u>NAY</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Adopted by the Board of Supervisors of James City County, Virginia, this 25th day of June, 2024.

CA-NeyCtStrmRes-res



Attachment 1 - Location Map





MEMORANDUM

DATE: June 25, 2024
TO: The Board of Supervisors
FROM: Carla T. Brittle, Tourism and Centers Administrator
SUBJECT: Grant Award - \$7,328 - Chesapeake Bay Restoration Fund Grant

James City County's Department of Parks & Recreation has been awarded a \$7,328 Chesapeake Bay Restoration Fund Grant from the Commonwealth of Virginia's Division of Legislative Services.

The purpose of the matching grant is to assist with the cost of offering a special environmental education program for every REC Connect Summer Camp site for children to study the Chesapeake Bay Watershed and its importance to the community. As part of the experience, children will visit a local park to conduct water quality testing and go on an eco-boat tour of the Chesapeake Bay.

Staff recommends approval of the attached resolution to accept the \$7,328 grant for the special marine camp, and to appropriate the funds as described in the attached resolution.

CTB/md
GA-ChesBayRestFd-mem

Attachment

RESOLUTION

GRANT AWARD - \$7,328 - CHESAPEAKE BAY RESTORATION FUND GRANT

WHEREAS, the Chesapeake Bay Restoration Fund, which is funded through the sale of Chesapeake Bay license plates, has made funds available for the restoration and education of the Bay; and

WHEREAS, funds are needed to provide an enriching environmental component to the Department's REC Connect Summer Camp Program.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of James City County, Virginia, accepts the \$7,328 grant awarded by the Chesapeake Bay Restoration Fund to help with the additions to the summer camp program.

BE IT FURTHER RESOLVED that the Board of Supervisors of James City County, Virginia, hereby authorizes the following appropriation to the Special Projects/Grants Fund:

Revenue:

From the Commonwealth	<u>\$7,328</u>
-----------------------	----------------

Expenditure:

Chesapeake Bay Restoration Fund	<u>\$7,328</u>
---------------------------------	----------------

Ruth M. Larson
Chair, Board of Supervisors

ATTEST:

Teresa J. Saeed
Deputy Clerk to the Board

	VOTES				
	<u>AYE</u>	<u>NAY</u>	<u>ABSTAIN</u>	<u>ABSENT</u>	
NULL	_____	_____	_____	_____	
HIPPLE	_____	_____	_____	_____	
MCGLENNON	_____	_____	_____	_____	
ICENHOUR	_____	_____	_____	_____	
LARSON	_____	_____	_____	_____	

Adopted by the Board of Supervisors of James City County, Virginia, this 25th day of June, 2024.

GA-ChesBayRestFd-res

MEMORANDUM

DATE: June 25, 2024

TO: The Board of Supervisors

FROM: Lynette Diaz, Assistant Director of Social Services

SUBJECT: Grant Award - \$283,500 - James City County Child Health Initiative

The James City County Child Health Initiative has received funding through a grant received by the Williamsburg Health Foundation to operate the program through the Department of Social Services for the seventh year. The program is a collaborative effort between the Williamsburg Health Foundation, Child Development Resources, Williamsburg-James City County Public Schools, Williamsburg Department of Human Services, Williamsburg/James City County Community Action Agency, and James City County Department of Social Services.

Through the program, community families who need support with effectively managing health, educational, and public service systems work in partnership with a three-person Care Team. The Care Team brings professional and natural support teams together to partner with families using a two-generation (2Gen) approach, working with children and the adults in their lives together. With support, education, and navigation, children and families can build social connections, access community resources, and address their health in a more preventative way. The program focuses specifically on families who have children aging out of preschool and/or home visiting programs and who are transitioning into the public school system.

The Williamsburg Health Foundation's grant award in the amount of \$283,500 is for the continuation of the program from July 1, 2024, through June 30, 2025. During Fiscal Year (FY) 2024, Care Team staff assisted 64 individuals (40 children and 24 adults) with connecting to services and/or programs to support health and socioeconomic goals, achieving General Education Development, housing stability, system navigation, public school support and advocacy, address untreated medical and dental needs, and advocacy with service providers.

Included in the grant is full funding for the continuation of three full-time positions under the Department of Social Services - Care Team Coordinator, Social Work Case Manager, and Nurse Case Manager.

Staff respectfully requests that the Board accept the grant award in the amount of \$283,500 and approve the continuation of the three full-time positions for FY25.

LD/md
GA-ChHlthInt24-mem

Attachment

RESOLUTION

GRANT AWARD - \$283,500 - JAMES CITY COUNTY CHILD HEALTH INITIATIVE

WHEREAS, the Williamsburg Health Foundation seeks to continue the James City County Child Health Initiative, the goal of which is to improve health outcomes for children by eliminating barriers and promoting positive social determinants of health; and

WHEREAS, the program is a collaborative effort between the Williamsburg Health Foundation, Child Development Resources, Williamsburg-James City County Public Schools, Williamsburg Department of Human Services, James City County Department of Social Services, and Williamsburg/James City County Community Action Agency; and

WHEREAS, the Williamsburg Health Foundation has awarded \$283,500 (the "Grant") to James City County to continue implementation of the James City County Child Health Initiative, to include the continuation of three full-time positions under the supervision of the Department of Social Services; and

WHEREAS, no direct financial support is needed from the County to continue the James City County Child Health Initiative except in-kind services provided by the Department of Social Services.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of James City County, Virginia, hereby directs the County Administrator to execute the Grant contract and authorizes the acceptance of the Grant, the continuation of three positions, and the following appropriation amendment to the Special Projects/Grants Fund:

Revenue:

Williamsburg Health Foundation	<u>\$283,500</u>
--------------------------------	------------------

Expenditure:

James City County Child Health Initiative	<u>\$283,500</u>
---	------------------

Ruth M. Larson
Chair, Board of Supervisors

ATTEST:

Teresa J. Saeed
Deputy Clerk to the Board

NULL
HIPPLE
MCGLENNON
ICENHOUR
LARSON

VOTES

<u>AYE</u>	<u>NAY</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
------------	------------	----------------	---------------

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Adopted by the Board of Supervisors of James City County, Virginia, this 25th day of June, 2024.

MEMORANDUM

DATE: June 25, 2024

TO: The Board of Supervisors

FROM: Cathy Binczak, Risk Manager

SUBJECT: Memorandum of Understanding Between James City County and the James City Service Authority for Risk Management and Legal Services

Attached is a Memorandum of Understanding (MOU) that formalizes a long-standing relationship between James City County (County) and the James City Service Authority (JCSA) for Risk Management and Legal Services.

Under the MOU, in Fiscal Year (FY) 2025, JCSA will pay \$30,000 to the County for its proportionate share of the Risk Management Division's FY25 budget based on a rolling three-year average of JCSA's claims compared to the total number of claims processed by Risk Management and the number of mail stops per week at JCSA locations. In addition, JCSA will pay the County \$100,000 for legal services for FY25. Fees for both services will be reassessed on an annual basis.

The MOU shall have an initial term of one year and shall automatically renew for four additional one-year terms upon mutual agreement of both parties.

Attached is a resolution authorizing the County Administrator to execute a MOU between the County and JCSA for Risk Management and Legal Services.

Staff recommends that the Board adopt the attached resolution.

CB/ap
MOU-JCC_JCSA-mem

Attachment

RESOLUTION

MEMORANDUM OF UNDERSTANDING BETWEEN

JAMES CITY COUNTY AND THE JAMES CITY SERVICE AUTHORITY

FOR RISK MANAGEMENT AND LEGAL SERVICES

WHEREAS, James City County and the James City Service Authority (JCSA) desire to enter into a Memorandum of Understanding (MOU) to provide for the terms and conditions under which the County will provide Risk Management and Legal Services for JCSA; and

WHEREAS, the Board of Supervisors is of the opinion that it is in the public interest to execute such an agreement.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of James City County, Virginia, hereby authorizes and directs the County Administrator to execute a MOU between James City County and JCSA for Risk Management and Legal Services.

Ruth M. Larson
Chair, Board of Supervisors

ATTEST:

Teresa J. Saeed
Deputy Clerk to the Board

NULL
HIPPLE
MCGLENNON
ICENHOUR
LARSON

VOTES

AYE NAY ABSTAIN ABSENT

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Adopted by the Board of Supervisors of James City County, Virginia, this 25th day of June, 2024.

MOU-JCC_JCSA-res

MEMORANDUM OF UNDERSTANDING
BETWEEN
JAMES CITY SERVICE AUTHORITY AND JAMES CITY COUNTY
FOR RISK MANAGEMENT AND LEGAL SERVICES

This Memorandum of Understanding (“MOU”) is entered into this 1st day of July, 2024 between James City Service Authority, hereinafter referred to as the “JCSA”, and James City County, a political subdivision of the Commonwealth of Virginia, hereinafter referred to as the “County” (each a “Party, and together, the “Parties).”

WHEREAS, both the JCSA and the County perform risk management functions utilizing public funds as part of their administrative duties;

WHEREAS, the combining of this function under the County’s Risk Management division reduces duplication of services and save public funds;

WHEREAS, the County Attorney’s Office has been providing legal services to the JCSA since JCSA’s formation;

WHEREAS, JCSA recognizes the benefit of having the County’s Risk Management division provide Risk Management services to the JCSA and recognizes the benefit of having the County Attorney’s Office provide legal services to the JCSA;

WHEREAS, the County finds there to be a public benefit to providing these services to the JCSA;

WHEREAS, this MOU for shared Risk Management and legal services for the purpose of conserving public funds is authorized by § 15.2-1305 of the *Code of Virginia*; and

WHEREAS, the JCSA and the County desire to enter into this MOU to provide for the terms and conditions under which the County will provide Risk Management and legal services for the JCSA.

NOW THEREFORE, in consideration of the mutual covenants set forth below, JCSA and the County mutually agree as follows:

I. Scope of Agreement

This MOU governs the provision of Risk Management and legal services to the JCSA

Risk Management shall generally include insurance coverage, risk control, employee injury/illness recordkeeping, and mail courier services. Legal services shall generally include day-to-day counsel to and representation of the JCSA Board of Directors (“BOD”) and JCSA staff.

II. County Responsibilities

- A. The County shall maintain full administrative and operational control of the Risk Management division, including all staff. Staff of Risk Management shall be employees of

the County but shall work collaboratively with JCSA personnel and employees when necessary to carry out the responsibilities of this MOU.

- B. The County Attorney shall maintain full administrative and operational control of the County Attorney's Office including all staff. Staff of the County Attorney's Office shall be employees of the County but shall work collaboratively with JCSA personnel and employees when necessary to carry out the responsibilities of this MOU.
- C. The County agrees to provide Risk Management services to the JCSA, which shall include, but is not limited to:
 - 1. Evaluating the adequacy of insurance coverage for protection of assets and for liability exposures.
 - 2. Reviewing and analyzing the need for any special insurance coverage.
 - 3. Providing recommendations to JCSA regarding types of insurance coverage.
 - 4. Coordinating insurance plan implementation including, acting as a liaison between JCSA and vendors, employees, volunteers, and the public.
 - 5. Establishing insurance policies and procedures including the creation of a Workers' Compensation Panel of Physicians ("Panel") for cases involving JCSA employees. The Panel may contain the same doctors utilized by the County for its claims.
 - 6. Processing and tracking claims for JCSA's Risk Management program, including Workers' Compensation, property damage, accidents, and other types of claims which may arise.
 - 7. Filing of applicable reports and maintaining claim/insurance files.
 - 8. Conducting follow up with injured employees, checking the status of auto and property damage repair and subrogation flow; reviewing loss runs, and updating records and making corrections to claims as needed.
 - 9. Examining reports and working with the insurance carrier(s) to analyze trends, and insurance rates.
 - 10. Collecting, reviewing, analyzing and reporting JCSA accident statistics, trends, and insurance rates.
 - 11. Maintaining employee injury/illness recordkeeping logs on behalf of JCSA, publishing annual summary reports, and submitting annual reports as required to Occupational Safety and Health Administration and Bureau of Labor and Statistics.
 - 12. Performing inspections of JCSA locations periodically and on an as needed basis and providing recommendations for improvements to reduce risk to the JCSA.
 - 13. Reviewing elements of JCSA's Risk Management or employee safety programs as requested and providing recommendations to JCSA on risk and liability control measures.
 - 14. Delivery of mail from the JCSA's Post Office box to JCSA office and delivery

of interoffice mail between County and JCSA locations.

- D. The County agrees to provide legal services to the JCSA, which shall include, but is not limited to:
 - 1. Researching and preparing legal opinions and memoranda.
 - 2. Drafting and reviewing ordinances, policies, and regulations.
 - 3. Processing and filing related papers for JCSA initiated liens.
 - 4. Attending BOD meetings.
 - 5. Providing legal advice and counsel to the BOD and to JCSA staff.
- E. The County shall provide to JCSA an annual estimate of its proportionate share of the Risk Management division's budget during the budget cycle. The proportionate share will be determined based on a rolling three-year average of JCSA's claims compared to all claims processed by the Risk Management division over the three most recent complete fiscal years and based on the number of mail route stops per week at JCSA locations compared to the total number of mail route stops per week at all locations served by the Risk Management division.
- F. The County shall provide quarterly invoices to JCSA for its proportionate share of the Risk Management division budget.

III. JCSA Responsibilities

- A. In exchange for the Risk Management services provided by the County, JCSA agrees to pay the County its proportionate share of the County's Risk Management division's budget on a quarterly basis within thirty (30) days of receipt of an invoice.
- B. In exchange for the legal services provided by the County, JCSA agrees to pay the County an annual fee, beginning July 1, 2024, of \$100,000.00. Such fee shall be reassessed annually and agreed to in writing by the County Attorney's Office and the JCSA. If agreement on the annual fee is not reached, then those portions of this MOU relating to legal services shall be severed and terminated.
- C. JCSA is responsible for budgeting and paying its insurance premiums directly to the insurance carrier(s).
- D. JCSA employees shall meet periodically and work collaboratively with the County's Risk Management division and the County Attorney's Office.
- E. JCSA shall provide reasonable office space and equipment for use by the County's Risk Management staff when Risk Management staff is needed on JCSA property to perform the services delineated in this MOU.

IV. Term

This MOU shall have an initial term of one (1) year and shall automatically renew for four (4) additional one-year terms upon mutual agreement of the parties.

V. Termination

This MOU may be terminated by either Party with or without cause upon one (1) year prior written notice to the other party. In the event of termination, both Parties agree to cooperate with the other in the closing and transfer of files and other tasks that are part of the termination process.

VI. Notices

Any notice, payment, or communication required by the MOU shall be in writing and shall be deemed to have been delivered and given for all purposes, whether or not the same is actually received, if sent by registered or certified mail, postage and charges prepaid, and addressed to the parties at the following addresses:

James City Service Authority
General Manager
119 Tewning Road
Williamsburg, VA 23188

County
County Administrator
101-D Mounts Bay Road
Williamsburg, VA 23185

James City County Attorney's Office
County Attorney
101-D Mounts Bay Road
Williamsburg, VA 23185

VII. Entire Agreement and Amendments

This MOU represents the entire agreement and understanding between the parties notwithstanding any previously written or oral understandings between the parties on the same subject. No amendment, modification, or waiver of this MOU, or any part thereof, shall be valid or effective unless in writing and signed, and no waiver of any breach or condition of this MOU shall be deemed to be a waiver of any other condition or subsequent breach whether of a like or different nature.

VIII. Severability

Each provision of this MOU is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this MOU.

IX. Employees and Insurance

JCSA and the County shall be responsible for the actions of their respective employees, and each shall at all times maintain insurance on its respective employees and properties. Each party shall make a claim against its own insurance carrier for damage to its property regardless of whose employee may have caused the damage.

X. Confidentiality

Each party shall maintain in strict confidence any confidential information shared or released under this MOU and further, shall take reasonable steps to prevent the disclosure of confidential information to any individual or entity that is not a party to this MOU or the subject of this

information. If any Party, third-party, or other entity requests or demands by subpoena or otherwise, that a Party disclose any confidential information under this MOU, the disclosing Party shall within 5 business days notify the other Party and take reasonable steps to prevent disclosure by asserting applicable rights and privileges with respect to such information and shall cooperate in any judicial or administrative proceeding relating thereto. Nothing contained herein shall require a Party to violate the Virginia Freedom of Information Act or other federal, state, or local law.

XI. Third Parties and Assignment

This MOU is for the sole benefit of the parties and no person or entity shall have any rights under this agreement as a third-party beneficiary. There shall be no assignment of the responsibilities and benefits created by this MOU.

WITNESS the following signatures in agreement to the above terms and conditions.

JAMES CITY SERVICE AUTHORITY:

M. Douglas Powell
General Manager

JAMES CITY COUNTY:

Scott A. Stevens
County Administrator

JAMES CITY COUNTY ATTORNEY:

Adam Kinsman
County Attorney

MEMORANDUM

DATE: June 25, 2024

TO: The Board of Supervisors

FROM: Cathy Binczak, Risk Manager

SUBJECT: Memorandum of Understanding Between James City County and the Williamsburg-James City County School Board for Risk Management Services

James City County (County) and the Williamsburg-James City County (WJCC) School Board previously entered into a Memorandum of Understanding (MOU) for Risk Management Services on April 1, 2013, and such agreement has since expired. The County and the WJCC School Board desire to enter into a revised MOU to provide for the terms and conditions under which the County will continue to provide Risk Management Services for the School Board.

Under the MOU, in Fiscal Year (FY) 2025, the WJCC School Board will pay \$185,000 to the County for its proportionate share of the Risk Management Division's FY25 budget based on a rolling three-year average of the WJCC School Board's claims compared to the total number of claims processed by Risk Management and the number of mail stops per week at WJCC School Board locations. The fee for this service will be reassessed on an annual basis.

The MOU shall have an initial term of one year and shall automatically renew for four additional one-year terms upon mutual agreement of both parties.

Attached is a resolution authorizing the County Administrator to execute a revised MOU between the County and the WJCC School Board for Risk Management Services.

Staff recommends that the Board adopt the attached resolution.

CB/ap
MOU-JCC_WJCCSchBd-mem

Attachment

RESOLUTION

MEMORANDUM OF UNDERSTANDING BETWEEN JAMES CITY COUNTY

AND THE WILLIAMSBURG-JAMES CITY COUNTY SCHOOL BOARD

FOR RISK MANAGEMENT SERVICES

WHEREAS, James City County and the Williamsburg-James City County (WJCC) School Board previously entered into a Memorandum of Understanding (MOU) for Risk Management Services on April 1, 2013, and such agreement has since expired; and

WHEREAS, James City County and the WJCC School Board desire to enter into a revised MOU to provide for the terms and conditions under which the County will continue to provide Risk Management Services for the WJCC School Board; and

WHEREAS, the Board of Supervisors is of the opinion that it is in the public interest to execute such an agreement.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of James City County, Virginia, hereby authorizes and directs the County Administrator to execute a MOU between James City County and the WJCC School Board for continued Risk Management Services.

Ruth M. Larson
Chair, Board of Supervisors

ATTEST:

Teresa J. Saeed
Deputy Clerk to the Board

	VOTES			
	<u>AYE</u>	<u>NAY</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
NULL	_____	_____	_____	_____
HIPPLE	_____	_____	_____	_____
MCGLENNON	_____	_____	_____	_____
ICENHOUR	_____	_____	_____	_____
LARSON	_____	_____	_____	_____

Adopted by the Board of Supervisors of James City County, Virginia, this 25th day of June, 2024.

MOU-JCC-WJCCSchBd-res

Memorandum of Understanding
Between the Williamsburg-James City County School Board and James City County
For Risk Management Services

This Memorandum of Understanding ("MOU") for Risk Management Services is entered into this 1st day of July, 2024 between the Williamsburg-James City County School Board, hereinafter referred to as the "School Board," and James City County, a political subdivision of the Commonwealth of Virginia, hereinafter referred to as the "County."

WHEREAS, both the School Board and the County perform risk management functions utilizing public funds as part of their administrative duties; and

WHEREAS, the School Board and the County previously entered into a Memorandum of Understanding for risk management services on April 1, 2013 and such agreement has since expired; and

WHEREAS, the consolidation of risk management services under the County's Risk Management division would reduce duplication of services and save public funds; and

WHEREAS, the School Board recognizes the benefit of having the County's Risk Management division provide these services; and

WHEREAS, the County finds there to be a public benefit to providing Risk Management services to the School Board and desires to continue to provide these services to the School Board; and

WHEREAS, this MOU for shared Risk Management services for the purpose of optimizing the use of public funds is authorized by Virginia Code§ 15.2-1305; and

WHEREAS, the School Board and the County desire to enter into this MOU to provide for the terms and conditions under which the County will continue to provide Risk Management services for the School Board.

NOW THEREFORE, in consideration of the mutual covenants set forth below, the School Board and the County mutually agree as follows:

I. Scope of Agreement

This MOU governs the coordination and administration of the Risk Management services between the parties. Risk Management shall generally include insurance coverage, risk control, employee injury/illness recordkeeping, and mail courier services.

II. County Responsibilities

- A. The County shall maintain full administrative and operational control of the Risk Management division, including all staff. Risk Management staff shall be employees of the County but shall work collaboratively with school personnel and employees when necessary to carry out the responsibilities of this MOU.
- B. The County agrees to provide Risk Management services to the School Board which shall include but is not limited to:
 - 1. Evaluating the adequacy of insurance coverage for protection of assets and for liability exposures;
 - 2. Reviewing and analyzing the need for any special insurance coverage;
 - 3. Providing recommendations to the School Board regarding types of insurance coverage;
 - 4. Coordinating insurance plan implementation, including acting as a liaison between the School Board and vendors, employees, volunteers, and the public.
 - 5. Establishing insurance policies and procedures including the creation of a Worker's Compensation Panel of Physicians ("Panel") for cases involving School Board employees.

The Panel may contain the same doctors utilized by the County for its claims.

6. Processing and tracking claims for the School Board's Risk Management program, including Worker's Compensation, property damage, accidents, and other types of claims which may arise.
 7. Filing of applicable reports and maintaining claim/insurance files.
 8. Conducting follow up with injured employees, checking the status of auto and property damage repair and subrogation flow; reviewing loss runs, and updating records and making corrections to claims as needed.
 9. Working with the insurance carrier(s) to obtain appropriate reports including actual trend data.
 10. Collecting, reviewing, analyzing and reporting School Board accident statistics, trends, and insurance rates.
 11. Maintaining employee injury/illness recordkeeping logs on behalf of the School Board, publishing annual summary reports, and submitting annual reports as required to Occupational Safety and Health Administration and Bureau of Labor and Statistics.
 12. Performing inspections of School locations periodically and on an as needed basis and providing recommendations for improvements to reduce risk to the School Board.
 13. Reviewing elements of the School Board's Risk Management or employee safety programs as requested and providing recommendations to School Board and School Board leadership staff on risk and liability control measures.
 14. Delivery of mail from the School Board's Post Office box to School locations and delivery of interoffice mail between School locations.
- C. The County shall provide to the School Board an annual estimate of its proportionate share of the Risk Management division's budget by December 31 of the previous fiscal year. The proportionate share will be determined based on a rolling three-year average of the School Board's claims compared to all claims processed by the Risk Management division over the three most recent complete fiscal years and based on the number of mail route stops per week at School Board locations compared to the total number of mail route stops per week at all locations served by the Risk Management division.
- D. The County shall provide quarterly invoices to the School Board for its proportionate share of the County's Risk Management division budget.

III. School Board Responsibilities

- A. In exchange for the Risk Management Services provided by the County, the School Board agrees to pay the County its proportionate share of the County's Risk Management division's budget on a quarterly basis within thirty (30) days of receipt of an invoice.
- B. The School Board is responsible for budgeting and paying its insurance premiums directly to the insurance carrier(s).
- C. Meet periodically and work collaboratively with the County's Risk Management division to execute recommendations.
- D. Provide reasonable office space and equipment for use by the County's Risk Management staff, when Risk Management staff is needed on School Board property to perform the services delineated in this MOU.

IV. Term

This MOU shall have an initial term of one (1) year with the option to renew for four (4) additional one (1) year terms upon mutual agreement of the parties.

V. Termination

This MOU may be terminated by either party with or without cause upon one (1) year prior written notice to the other party. In the event of termination, both parties agree to cooperate with the other in the closing and transfer of files and other tasks that are part of the termination process.

VI. Notices

Any notice, payment, or communication required by this MOU shall be in writing and shall be deemed to have been delivered and given for all purposes, whether or not the same is actually received, if sent by registered or certified mail, postage and charges prepaid, and addressed to the parties at the following addresses:

School Board

Superintendent of Schools
117 Ironbound Road
Williamsburg, VA 23185

County

County Administrator
101-D Mounts Bay Road
Williamsburg, VA 23185

VII. Entire Agreement and Amendments

This MOU represents the entire agreement and understanding between the parties notwithstanding any previously written or oral understandings between the parties on the same subject. No amendment, modification or waiver of this MOU, or any part hereof, shall be valid or effective unless in writing and signed, and no waiver of any breach or condition of this MOU shall be deemed to be a waiver of any other condition or subsequent breach whether of a like or different nature.

VIII. Severability

Each provision of this MOU is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this MOU.

IX. Employees and Insurance

The School Board and the County shall be responsible for the actions of their respective employees, and each shall at all times maintain insurance on its respective employees and properties. Each party shall make a claim against its own insurance carrier for damage to its property regardless of whose employee may have caused the damage.

X. Confidentiality

Each party shall maintain in the strictest confidence any confidential information shared or released under this MOU and further, shall take all reasonable steps necessary to prevent the disclosure of confidential information to any individual or entity that is not a party to this MOU or the subject of the information. If any party, third-party, or other entity requests or demands by subpoena or otherwise, that a party disclose any confidential information disclosed under this MOU, the party shall notify the other party within 5 business days and take reasonable steps to prevent disclosure by asserting applicable rights and privileges with respect to such information and shall cooperate fully in any judicial or administrative proceeding relating thereto. Nothing contained herein shall require a party to violate the Virginia Freedom of Information Act or other federal, state, or local law.

XI. Third Parties and Assignment

This MOU is for the sole benefit of the parties and no person or entity shall have any rights under this agreement as a third-party beneficiary. There shall be no assignment of the responsibilities and benefits created by this MOU.

WITNESS the following signatures in agreement to the above terms and conditions.

WILLIAMSBURG-JAMES CITY COUNTY SCHOOL BOARD:

Dr. Olwen E. Herron
Superintendent

JAMES CITY COUNTY:

Scott A. Stevens
County Administrator

APPROVED AS TO FORM:

Adam Kinsman
County Attorney

DRAFT

MINUTES
JAMES CITY COUNTY BOARD OF SUPERVISORS
REGULAR MEETING
COUNTY GOVERNMENT CENTER BOARD ROOM
101 MOUNTS BAY ROAD, WILLIAMSBURG, VA 23185
May 14, 2024
5:00 PM

A. CALL TO ORDER

B. ROLL CALL

Barbara E. Null, Stonehouse District
Michael J. Hipple, Powhatan District
John J. McGlennon, Roberts District
James O. Icenhour, Jr., Vice Chair, Jamestown District
Ruth M. Larson, Chair, Berkeley District

Scott A. Stevens, County Administrator
Adam R. Kinsman, County Attorney

Ms. Larson noted the Pledge Leader would be introduced by Supervisor Icenhour.

Mr. Icenhour introduced the Pledge Leader Gerrmain DelValle and gave highlights of his various interests and activities.

C. MOMENT OF SILENCE

D. PLEDGE OF ALLEGIANCE

1. Pledge Leader - Gerrmain DelValle, at 4th grade student at Matoaka Elementary and a resident of the Jamestown District

Gerrmain led the Board and citizens in the Pledge of Allegiance.

E. PRESENTATION(S)

1. Retirement Recognition - Pauline Milligan

Mr. Stevens requested Ms. Arlana Fauntleroy, Assistant Director of Parks & Recreation Department, and Ms. Pauline Milligan, Budget Management Specialist, come to the podium.

Ms. Fauntleroy addressed the Board noting she was honored to recognize Ms. Milligan and her 22 years of service with James City County. She noted Ms. Milligan's career with the County started in 2001 with the Williamsburg Area Transit Authority (WATA). Ms. Fauntleroy further noted that in 2006 Ms. Milligan joined the Parks & Recreation Department as the Budget

Management Specialist. She remarked Ms. Milligan was a collaborative leader and exemplified all County values. Ms. Fauntleroy highlighted key contributions to include shaping policies and procedures, forming financial best practices, leading the financial component of national accreditation, and other highlights of Ms. Milligan's career. She expressed her thanks and gratitude to Ms. Milligan for all her contributions throughout the years.

Ms. Milligan mentioned James City County was not only the best place to live but also the best place to work. She expressed her dedication and loyalty to the County.

Ms. Larson thanked Ms. Milligan for her service to the County throughout the years.

The Board and citizens applauded.

Ms. Larson requested Ms. Peg Boarman come to the podium.

2. Proclamation - Ruritan Awareness Month - May 2024

Ms. Larson cited the Ruritan Awareness Month Proclamation.

Ms. Larson congratulated Ms. Boarman and thanked her for all efforts.

3. Dream Home Designs

Ms. Carrie Daniels, Housing Specialist II, addressed the Board noting that students from the Williamsburg-James City County (WJCC) School Division participated in a project over spring break. She indicated students were asked to create a version of their dream home with supplies provided by the Housing Office. Ms. Daniels indicated the purpose of this project was to raise awareness of/and promote fair housing. She stated community partners, constituents, and local landlords attended the Upper Peninsula Rental Fair on April 9, 2024, at the James City County Recreation Center. She further stated participants cast votes based on categories the dream homes best matched. Ms. Daniels thanked Ms. Larson and the Board for its willingness to take the time to acknowledge these students and their dream home designs.

F. PUBLIC COMMENT

1. Ms. Peg Boarman, 17 Settlers Lane, addressed the Board to talk trash. She noted the Clean County Commission conducted its annual Great American Cleanup at the end of March and collected 1,155 pounds of trash and five tires. She further noted 33 volunteers participated in the event with a total of 76 hours contributed. Ms. Boarman stated at the end of April the Clean County Commission had its 46th Annual Spring Litter Cleanup and noted her attendance at all 46 events. She noted the Clean County Commission collected 17 tires and 2.02 tons of litter. Ms. Boarman further noted there were approximately 105 registered volunteers for the event; however, all volunteers had not reported their hours yet. She advised that currently 92 hours were accounted for. Ms. Boarman mentioned Clean the Bay Day would be held on June 1, 2024, and focused primarily on Jamestown Road and the James River watershed. She encouraged interested volunteers to call 757-259-5375 or go to the County's website. Ms. Boarman mentioned Will Barnes Day would be held on Saturday, June 15, 2024, at the Willis G. Barnes Shelter at Veterans Park at 4 p.m. She encouraged the Board and volunteers of the Clean County Commission to attend. Ms. Boarman reminded everyone to do their part and put trash in its designated place.

2. Mr. Steven Mains, 3781 Captain Wynne Drive, addressed the Board to discuss his lack of support for his recent real estate reassessment increase of 21%. He cited Section 58.1-3321 of the Code of Virginia. Mr. Mains questioned budget cuts for a budget that had not yet been adopted. He stated if the County desired to increase the budget by some amount he requested an explanation on what the return would be on that increased expenditure. Mr. Mains mentioned 50% of County homes were valued at \$400,000 and the significant impacts to those County

constituents. He touched on inflationary costs and the increased cost of living. Mr. Mains spoke about the uncertainty of the joint school system and recommended creative ways to tackle these issues. He recommended Board consideration on the 80% of the County's population who did not reside in \$600,000 homes.

3. Ms. Susan Franz, 103 Cardinal Court, addressed the Board noting she agreed with all points Mr. Mains had previously addressed. She spoke about the current economy and her belief that the economy would only get worse as time moved forward. Ms. Franz expressed the robust challenges County constituents would face with the proposed increase in taxes. She asked the Board to find an alternative way and not increase taxes.

4. Mr. Chris Henderson, 101 Keystone, addressed the Board noting he had a few points to make. He mentioned in the past Board meetings were held at later times to allow the public more of an opportunity to attend, adding those times changed to accommodate staff. Mr. Henderson expressed his dissatisfaction with the current Board meeting times as it reduced the opportunity for participation by County constituents. He requested Board consideration on that point. Mr. Henderson mentioned his agreement with Mr. Mains' points, primarily regarding the rebate/credit aspect, and elaborated on his point in further detail. He noted this was not the time to burden taxpayers as the pressure was already there with inflationary costs and the high cost of living. Mr. Henderson recommended a salary adjustment scale over multiple years and the possibility of deferring some Capital Improvements Program (CIP) projects to help alleviate the taxpayer burden. He suggested Board consideration on a cautious approach and referenced the uncertainty aspect of the future.

G. CONSENT CALENDAR

1. Scenic Roadway Protection Overlay District

A motion to Approve was made by Michael Hipple, the motion result was Passed.

AYES: 5 NAYS: 0 ABSTAIN: 0 ABSENT: 0

Ayes: Hipple, Icenhour Jr, Larson, McGlennon, Null

H. PUBLIC HEARING(S)

Ms. Larson acknowledged Mr. Jack Haldeman, the Planning Commission representative, at the meeting.

1. SUP-24-0001. 7146 Little Creek Dam Road Rental of Rooms

A motion to Defer until the Board's July 9, 2024, Regular Meeting, was made by James Icenhour, the motion result was Passed.

AYES: 5 NAYS: 0 ABSTAIN: 0 ABSENT: 0

Ayes: Hipple, Icenhour Jr, Larson, McGlennon, Null

Ms. Terry Costello, Senior Planner, addressed the Board noting Ms. Ana Martinez and Mr. Kenneth Fletcher had applied for a Special Use Permit (SUP) to allow for the short-term rental of one bedroom in a four-bedroom single-family home at 7146 Little Creek Dam Road. She cited the specifics of the SUP application included in the staff report in the Agenda Packet. Ms. Costello advised if granted this SUP would allow for short-term rentals throughout the year, adding no changes to the footprint of the home were proposed. She highlighted favorable factors such as adequate off-street parking and that the owners would reside on-site during the time of the rentals. Ms. Costello noted staff did not find the proposal fully consistent with the adopted 2045 Comprehensive Plan recommendations for short-term rentals and was unable to recommend approval of this application. She further noted that should the Board of Supervisors recommend approval of this application, staff had included proposed conditions for

consideration. Ms. Costello stated at its April 3, 2024, meeting, the Planning Commission recommended approval of the SUP application by a vote of 4-3. She further stated the Planning Commission recommended a condition to restrict access to Little Creek Reservoir for any rental occupants. She discussed that point in further detail. Ms. Costello welcomed any questions the Board might have, adding the applicant was available as well.

Mr. Haldeman addressed the Board noting the Planning Commission recommended approval of the SUP application by a vote of 4-3. He remarked Ms. Costello covered the restricted access component very well and had nothing to add on that point. Mr. Haldeman noted the Commission had discussion regarding the Newport News buffer and the shared ownership of the driveway components. He welcomed any questions the Board might have.

Mr. McGlennon asked what the major concerns were that led three of the Commissioners to vote against the application.

Mr. Haldeman stated there was some concern in relation to the nature of the shared driveway and the minor subdivision. He explained it was one address for four parcels, two of which were already built. Mr. Haldeman indicated that one Commissioner voted against the application simply because the Commissioner did not favor short-term rentals. He mentioned minimal expressed concerns with this application.

Mr. McGlennon thanked Mr. Haldeman.

Mr. McGlennon asked the reasoning for the SUP to include the rental of three rooms if the applicant only desired to rent one room.

Ms. Costello replied the Rental of Rooms use allowed rental of up to three rooms. She stated since the applicant only requested the rental of one room, staff included a condition to accommodate just one room.

Ms. Larson thanked Ms. Costello.

Ms. Larson opened the Public Hearing.

1. Mr. Kenneth Fletcher, Applicant, 7146 Little Creek Dam Road, addressed the Board noting he thanked the Board for its consideration. He indicated his family moved here in December 2023 and resided at the subject property. Mr. Fletcher displayed photos of the single-family home on the PowerPoint presentation. He noted his one neighbor supported the short-term rental opportunity. Mr. Fletcher mentioned this guest bedroom was initially for his parents when they came to visit. He added the guest bedroom had its own separate entrance as displayed on the PowerPoint presentation. Mr. Fletcher advised he only planned to rent one room to a maximum of two people and only occasionally. He indicated he worked remote 95% of the time, adding his wife was a stay at home mother so there were no issues in relation to an owner on-site. He welcomed any questions the Board might have.

Ms. Larson asked if any Board members had questions for the applicant.

Mr. Hipple asked how the shared driveway was maintained.

Mr. Fletcher replied there was a road maintenance agreement. He indicated there were five homes that would utilize the driveway.

Mr. Hipple asked if the road maintenance agreement was shared equally.

Mr. Fletcher replied he was unsure and would need to look back at the road maintenance agreement.

Mr. Hipple mentioned gravel and the upkeep aspect over time. He asked if the minor subdivision had a homeowners association (HOA).

Mr. Fletcher replied no, just the road maintenance agreement. He added the driveway was currently gravel; however, the intent was to pave it after all constructed had ceased.

Mr. Hipple asked if it would be a single wide driveway or double wide driveway.

Mr. Fletcher replied he was uncertain on that point.

Ms. Larson closed the Public Hearing as there were no additional speakers.

Mr. Icenhour expressed his desire to defer this application until after July 1, 2024. He remarked based on the Board's consent he requested final consideration of this application be deferred until the Board's July 9, 2024, Regular Meeting.

2. SUP-23-0030. 100 Norge Ln. St. Olaf Catholic Church Campus Expansion

A motion to Approve was made by Michael Hipple, the motion result was Passed.

AYES: 5 NAYS: 0 ABSTAIN: 0 ABSENT: 0

Ayes: Hipple, Icenhour Jr, Larson, McGlennon, Null

Ms. Tess Lynch, Planner II, addressed the Board noting Mr. Jason Grimes of AES Consulting Engineers, had submitted a request to amend an existing SUP to allow for an additional 25,000-square-foot expansion to the existing St. Olaf Catholic Church campus, including but not limited to, space for outreach ministry programs, administration space, counseling areas, religious education space, multipurpose space, an expanded Parish Hall, as well as additional parking areas. She cited the specifics of the SUP application included in the staff report in the Agenda Packet. Ms. Lynch noted staff found that this proposal was compatible with surrounding zoning and development and was generally consistent with the adopted 2045 Comprehensive Plan and Zoning Ordinance. She further noted staff found that the proposed conditions would mitigate impacts to surrounding properties and development. Ms. Lynch stated at its April 3, 2024, the Planning Commission recommended approval of this application by a vote of 7-0. She further stated it was brought to staff's attention by the applicant that a note on the Master Plan and a related SUP condition stated that any future development shall remove and/or relocate the existing playground from its current location. She mentioned the applicant stated it may in fact not be removed. Ms. Lynch advised the SUP condition had been revised upon the agreement with staff and the Planning Commission. She welcomed any questions the Board might have, adding the applicant was available as well.

Ms. Larson thanked Ms. Lynch.

Mr. Haldeman addressed the Board noting the Planning Commission unanimously recommended approval of this application. He noted there was one written letter of concern in relation to stormwater flow component; however, additional Stormwater Best Management Practices would be implemented if necessary. Mr. Haldeman further noted there were various questions on building locations and demolitions in addition to the stormwater flow. He mentioned the Commissioners expressed no real concern with this application.

Mr. Icenhour asked if the new building structures would significantly alter the existing stormwater flow.

Mr. Haldeman replied from his understanding it would not; however, if it did then the County and the Virginia Department of Environmental Quality would make adjustments as necessary to mitigate that issue.

Mr. Icenhour mentioned from his understanding a lot of the stormwater flow went underneath the railroad tracks and a small culvert was getting clogged. He asked if there was any discussion and/or concern on that point.

Mr. Haldeman replied it was a 12-inch pipe and there was no discussion on that point.

Ms. Larson opened the Public Hearing.

1. Mr. Graham Corson, Applicant, AES Consulting Engineers, 4856 Bristol Circle, addressed the Board noting he was filling in for Mr. Grimes, who was unable to attend. He stated he was pleased to represent St. Olaf Catholic Church, adding several members of the Church Building Committee were in attendance to address any questions the Board might have.

Ms. Larson closed the Public Hearing as there were no additional speakers.

2. Mr. Mark Rinaldi, 4029 Ironbound Road, addressed the Board to answer Mr. Icenhour's question in relation to the obstruction under the railroad. He indicated the obstruction was a rock which had been removed from the pipe, adding the drainage way had been cleared.

Mr. Icenhour thanked Mr. Rinaldi.

Mr. Rinaldi extended his thanks to County staff for their patience through the SUP process.

3. MP-24-0001/Z-24-0004. Ford's Colony Master Plan and Proffer Amendment

A motion to Approve was made by James Icenhour, the motion result was Passed.

AYES: 5 NAYS: 0 ABSTAIN: 0 ABSENT: 0

Ayes: Hipple, Icenhour Jr, Larson, McGlennon, Null

Ms. Roberta Sulouff, Planner, addressed the Board noting Ms. Susan Tarley of Tarley Robinson, PLC, had applied on behalf of the Ford's Colony Homeowners Association (FCHOA) to amend the adopted Ford's Colony Master Plan and proffers. She noted this amendment was in reference to the use of 6.76 acres of land located at 125 Firestone. Ms. Sulouff cited the specifics of the application in the memorandum included in the Agenda Packet. She stated the current request would change the Master Plan designation from a Public Service Area dedicated for future County use to a similar nonresidential service use designation serving the FCHOA instead. She highlighted various evaluation considerations and indicated staff found the proposed designation more appropriate in scale and applicability to the site. Ms. Sulouff stated at its April 3, 2024, meeting, the Planning Commission voted unanimously to recommend approval of this application to the Board of Supervisors. She further stated staff found the proposal compatible with surrounding zoning and development and consistent with the adopted 2045 Comprehensive Plan and Zoning Ordinance. She welcomed any questions the Board might have.

Mr. Haldeman addressed the Board noting the Planning Commission voted unanimously to recommend approval of this application to the Board of Supervisors. He noted there were no speakers other than the applicant and no written objection to the application.

Ms. Larson opened the Public Hearing.

She indicated there were two speakers, the first being the applicant. She requested the second speaker speak first and Ms. Tarley could answer any questions afterwards.

1. Mr. Chris Henderson, 101 Keystone, addressed the Board noting he was a resident of Ford's Colony and that he supported the application. He asked if there was a proffer in the original

Master Plan that addressed access to News Road.

Ms. Larson mentioned a follow up was needed on Mr. Henderson's question.

She asked if Board members had questions for Ms. Tarley.

The Board declined.

Ms. Larson closed the Public Hearing as there were no additional speakers.

4. Proposed Fiscal Year 2025-2030 Secondary Six-Year Plan

A motion to Approve was made by Michael Hipple, the motion result was Passed.

AYES: 5 NAYS: 0 ABSTAIN: 0 ABSENT: 0

Ayes: Hipple, Icenhour Jr, Larson, McGlennon, Null

Mr. Tom Leininger, Principal Planner, addressed the Board noting each year the Virginia Department of Transportation (VDOT) collaborated with the James City County Board of Supervisors to develop a list of priority projects for the Secondary Six-Year Plan (SSYP). He stated that through the SSYP, the County received yearly state and federal allocations to fund the proposed secondary improvements. Mr. Leininger touched on the first priority being Croaker Road, which would widen the section from Richmond Road to the James City County Library from two lanes to four lanes. He discussed the second and third priorities were intersection safety improvements on Old Stage Road and Route 30 Intersection and Centerville Road and Route 5 Intersection. Mr. Leininger noted staff recommended adoption of the resolution. He welcomed any questions the Board might have, adding a VDOT representative was available as well.

Ms. Larson thanked Mr. Leininger.

Ms. Larson opened the Public Hearing.

1. Mr. Chris Henderson, 101 Keystone, addressed the Board noting the problematic area in relation to traffic on Jamestown Road and Route 199 intersection. He expressed significant impacts to County residents. He recommended collaboration with the City of Williamsburg and VDOT to address this issue. Mr. Henderson extended positive remarks to VDOT on the Longhill Road improvements. He requested additional Board consideration on ongoing operational costs for roads.

Ms. Larson closed the Public Hearing as there were no additional speakers.

Ms. Larson asked Mr. Stevens if further discussion could be had at a future Board meeting regarding the Route 199 corridor. She noted several public hearings and discussions were had on the subject but desired an update.

Mr. Stevens confirmed.

5. Agreement to Purchase Property at 5255 Longhill Road

A motion to Approve was made by John McGlennon, the motion result was Passed.

AYES: 5 NAYS: 0 ABSTAIN: 0 ABSENT: 0

Ayes: Hipple, Icenhour Jr, Larson, McGlennon, Null

Mr. Andrew Dean, Assistant County Attorney, addressed the Board noting the James City Service Authority (JCSA) owned a 1.296-acre circular lot located at 5255 Longhill Road. He stated the subject lot was located in the center of 5231 Longhill Road. Mr. Dean indicated the

County's desire to purchase the lot as the site was being considered for future development. He noted staff recommended adoption of the attached resolution and welcomed any questions the Board might have.

Ms. Larson opened the Public Hearing.

Ms. Larson closed the Public Hearing as there were no speakers.

6. Conveyance of Easement to Virginia Electric and Power Company

A motion to Approve was made by James Icenhour, the motion result was Passed.

AYES: 5 NAYS: 0 ABSTAIN: 0 ABSENT: 0

Ayes: Hipple, Icenhour Jr, Larson, McGlennon, Null

Mr. Dean addressed the Board noting Virginia Electric and Power Company, also known as Dominion Energy, had asked the County to convey an easement to it for the burying of power lines across property owned by the County located at 1350 John Tyler Highway, also known as Chickahominy Riverfront Park. He noted staff recommended approval of the easement's conveyance. Mr. Dean welcomed any questions the Board might have.

Ms. Larson opened the Public Hearing.

Ms. Larson closed the Public Hearing as there were no speakers.

7. An Ordinance to Amend Section 20-27.1 of the James City County Code to Permit the Board of Supervisors to Refund Surplus Real Estate Tax Revenue

A motion to Approve was made by Michael Hipple, the motion result was Passed.

AYES: 5 NAYS: 0 ABSTAIN: 0 ABSENT: 0

Ayes: Hipple, Icenhour Jr, Larson, McGlennon, Null

Mr. Kinsman addressed the Board noting the State Code allowed local governments to refund surplus real estate tax revenue back to the taxpayers in certain circumstances. He stated should the Board wish to have the option of refunding surplus real estate tax revenue now and/or the future, he recommended adoption of the attached Ordinance. Mr. Kinsman welcomed any questions the Board might have.

Ms. Larson opened the Public Hearing.

1. Mr. Chris Henderson, 101 Keystone, addressed the Board questioning if this was a refund of dollars that had already been collected or to be collected. He mentioned he was uncertain based on the written verbiage.

Ms. Larson advised the Board did not answer questions during the Public Hearing.

Ms. Larson closed the Public Hearing.

Mr. McGlennon expressed his desire to address the question asked during the Public Hearing. He mentioned from his understanding that this allowed the Board to take funds from the Unassigned Fund Balance and apply those funds as a credit to the upcoming real estate personal property tax bills. Mr. McGlennon confirmed it was from funds that had already been collected.

Ms. Larson thanked Mr. McGlennon.

I. BOARD CONSIDERATION(S)

1. FY2025-FY2026 Budget Adoption & Resolution of Appropriation

A motion to Approve was made by John McGlennon, the motion result was Passed.

AYES: 5 NAYS: 0 ABSTAIN: 0 ABSENT: 0

Ayes: Hipple, Icenhour Jr, Larson, McGlennon, Null

Ms. Sharon McCarthy, Director of Financial and Management Services, addressed the Board noting in the Board's Agenda Packet was a resolution to adopt and appropriate the Fiscal Year (FY) 2025 Budget. She stated the adopted budget reflected the changes made from the County Administrator's Proposed Budget. Ms. McCarthy further stated for the operating budget those changes resulted in an increase in the General Fund budget of approximately \$900,000 which resulted from fee increases in the Curbside Recycling Program and in certain Parks & Recreation programs. She advised that also included a reduction in the real estate tax revenue of \$6.5 million and a use of Fund Balance in the same amount to provide a \$0.05 tax rate credit to County taxpayers. Ms. McCarthy noted on the capital side of the budget the adopted budget reflected a \$6.5 million decrease. She further noted school projects were reduced by \$1.39 million and County projects were reduced by \$3.4 million. Ms. McCarthy indicated those reductions were made to free up the Fund Balance which would be used to return a real estate tax rate credit to County taxpayers. She concluded her remarks.

Ms. Larson thanked Ms. McCarthy. She asked if her fellow Board members had any questions.

Mr. McGlennon asked what the requirements were in relation to generated revenue above the revenue that had been collected previously.

Mr. Kinsman stated there was a provision in the State Code that indicated if a reassessment had been conducted and there was a tax levy that was equal to more than 101% of the previous tax levied then there was a requirement to advertise that as an effective real estate tax increase. He further stated those requirements had been advertised via newspaper.

Mr. McGlennon asked if it was advertised as an effective tax increase.

Mr. Kinsman confirmed yes.

Mr. Icenhour expressed his concern on a few points in relation to the budget. He mentioned his desire to reduce the tax rate; however, the tax rate credit essentially had the same effect of a tax rate reduction and equated to \$0.78. Mr. Icenhour mentioned the COVID-19 pandemic and the cautious approach utilized during that time and now current challenges with County staff and WJCC School Division personnel. He expressed his concern that significant reductions had adverse impacts in relation to serving this community and the quality of life for County constituents. Mr. Icenhour mentioned the Board's effort to try and reduce the CIP; however, he felt it was imperative to start looking through the CIP immediately for next year. He touched on the uncertainty aspect of the joint school system and the costs associated if separation were to occur. Mr. Icenhour spoke about debt service and his recommendation of staying under 10% as he preferred not to be too close to the limit. Mr. Icenhour expressed his desire to utilize the Tourism Fund for the costs associated with the Historic Triangle Regional Sports Facility.

Ms. Larson expressed her belief that Mr. Stevens anticipated starting the CIP process in the October timeframe.

Mr. Stevens recommended discussion on Parks & Recreation projects in the June-July timeframe and pointed out the quality of life aspect regarding certain projects. Mr. Stevens expressed the importance of CIP discussion within the next six months.

Ms. Larson asked Mr. Stevens' recommendations on the additional allocation of \$500,000 to the WJCC School Division.

Mr. Stevens recommended proceeding with the current budget. He mentioned that he had spoken with the WJCC School Division Superintendent a number of times over the past week. Mr. Stevens noted a final number had not been determined yet, adding he requested the WJCC School Division reevaluate its budget to see if any reductions could be made. He expressed his desire to continue this discussion and further evaluate after the state's budget to the WJCC School Division had been finalized.

Mr. Hipple expressed his belief that the costs associated with the Historic Triangle Regional Sports Facility would not come out of the General Fund but the Tourism Fund. He looked to Mr. Stevens on clarification on that point.

Mr. Stevens replied yes. He stated there was currently \$3 million of fund balance in the Tourism Fund. Mr. Stevens indicated \$400,000 was dedicated in FY25, \$800,000 in FY26, \$800,000 in FY27, and \$800,000 in FY28. He explained if tourism revenue did not increase then the entirety of the fund balance would be spent. Mr. Stevens mentioned there was also a \$1 million allocation in the five-year CIP to aid CIP projects with a tourism component. He noted adjustments would need to be made based on future tourism revenue; however, he mentioned the Tourism Fund was intended to be used for the Historic Triangle Regional Sports Facility throughout the entirety of the commitment.

Discussion ensued.

Ms. Larson expressed her belief that regional sports facilities were very successful.

Ms. Null expressed the challenges with this budget and stated she understood many of the constituent concerns that were addressed. Ms. Null mentioned the phenomenal services and offerings that the County provided came at a cost. She recognized Mr. Stevens and his efforts made to accommodate tax relief for County taxpayers. Ms. Null noted she would do her best to keep taxes as low as possible; however, she expressed concern of future uncertainty. She agreed with the \$0.05 tax rate credit and recommended careful spending moving forward.

Mr. McGlennon extended his thanks to County staff and the County Administrator for a clear and concise explanation for the current tax rate in place. He agreed that real estate reassessments had increased dramatically due to the hot real estate market, adding it was important to acknowledge the efforts being made to provide some tax relief. He elaborated on his point in further detail.

Ms. Larson extended thanks to all County staff for their efforts during the budget process, to her fellow Board members, and County constituents who participated in the Community Budget Meetings. She thanked those County constituents who remained cordial and respectful during the budget process. Ms. Larson expressed positive remarks of the County Administrator and his work. She touched on unexpected expenses that were not included in the budget.

J. BOARD REQUESTS AND DIRECTIVES

Mr. McGlennon recognized the recent passing of a County resident, Ms. Carol Talbot. He expressed positive remarks of her and the positive contributions she made to the community. Mr. McGlennon mentioned he attended the Arbor Day Tree Planting at the Williamsburg Botanical Garden. He noted after that event he attended the Olde Towne Medical and Dental Center for the Give Kids A Smile Program and reported 142 kids were provided free dental care that day. Mr. McGlennon further noted his attendance at Freedom Park for the Celebration of Life of Colonel Lafayette Jones, Jr. He stated on Saturday, May 4, 2024, he attended the Williamsburg Regional Library (WRL) - Friends of the WRL meeting to learn about all its

contributions to the library.

Mr. Icenhour mentioned he attended the Teacher of the Year event.

Ms. Null stated she also attended the Teacher of the Year event, adding it was nice to see recognition and appreciation to local teachers. She mentioned her attendance at the Celebration of Life of Colonel Lafayette Jones, Jr. at Freedom Park.

Mr. Hipple noted he had a resolution before him to initiate the process of revoking SUP No. 2-92. Colonial Golf Design, Inc. He discussed the process and sought a motion to start the process.

A motion to Approve the Resolution to Initiate the Process to Revoke SUP No. 2-92. Colonial Golf Design, Inc. was made by Michael Hipple, the motion result was Passed.

AYES: 5 NAYS: 0 ABSTAIN: 0 ABSENT: 0

Ayes: Hipple, Icenhour Jr, Larson, McGlennon, Null

Ms. Larson visited Albemarle County for a spring meeting. She indicated there was much discussion on budgets and how many localities across the Commonwealth were experiencing the same challenges as James City County and elaborated on her point in further detail. Ms. Larson noted she and Mr. Stevens attended the Mayors and Chairs event in New Kent County. She mentioned she also traveled to the City of Norfolk last week to go into the Hurricane Hunter plane for Hurricane Preparedness. She discussed the message regarding preparedness. Ms. Larson stated she attended a Memorial Service for Mr. John Alewynse who was a City of Williamsburg constituent but served on the WJCC School Board with her. She extended her deepest condolences to his wife.

K. REPORTS OF THE COUNTY ADMINISTRATOR

Mr. Stevens addressed the latest issue regarding scams. He noted the County's Police Department observed a significant uptick in reports of scam attempts targeting local residents. He further noted these scammers claimed that federal or other warrants had been taken out against the individual and threatened arrest unless immediate payments were made. Mr. Stevens expressed caution to the community and if an individual received a suspicious call to please contact the Police Department at 757-253-1800. He advised Law Enforcement Officers do not call and demand money to avoid arrest.

Ms. Larson sought a motion to amend the Board's Calendar to add the following dates:

- May 16, 2024, at 4 p.m., James City County Police Department Annual Awards Ceremony
- May 26, 2024, at 6:30 p.m., Community Meeting at Ford's Colony Swim and Tennis Club

A motion to Amend the Board's Meeting Calendar was made by Michael Hipple, the motion result was Passed.

AYES: 5 NAYS: 0 ABSTAIN: 0 ABSENT: 0

Ayes: Hipple, Icenhour Jr, Larson, McGlennon, Null

L. CLOSED SESSION

None.

M. ADJOURNMENT

1. Adjourn until 1 pm on May 28, 2024 for the Business Meeting

A motion to Adjourn was made by Barbara Null, the motion result was Passed.

AYES: 5 NAYS: 0 ABSTAIN: 0 ABSENT: 0

Ayes: Hipple, Icenhour Jr, Larson, McGlennon, Null

At approximately 5:50 p.m., Ms. Larson adjourned the Board of Supervisors.

MINUTES
JAMES CITY COUNTY BOARD OF SUPERVISORS
BUSINESS MEETING
COUNTY GOVERNMENT CENTER BOARD ROOM
101 MOUNTS BAY ROAD, WILLIAMSBURG, VA 23185
May 28, 2024
1:00 PM

A. CALL TO ORDER

B. ROLL CALL

Barbara E. Null, Stonehouse District
Michael J. Hipple, Powhatan District
John J. McGlennon, Roberts District
James O. Icenhour, Vice Chair, Jamestown District
Ruth M. Larson, Chair, Berkeley District

Scott A. Stevens, County Administrator
Adam R. Kinsman, County Attorney

Ms. Larson sought a motion to Amend the Agenda to add a presentation from the Virginia Department of Transportation (VDOT).

A motion to Amend the Agenda was made by John McGlennon, the motion result was Passed.
AYES: 5 NAYS: 0 ABSTAIN: 0 ABSENT: 0
Ayes: Hipple, Icenhour Jr, Larson, McGlennon, Null

C. PRESENTATION(S)

Ms. Larson invited staff and special guests to the podium.

1. Proclamation - Commemorating Juneteenth & Freedom Fest

Ms. Arlana Fauntleroy, Assistant Director of Parks & Recreation Department, stated she was joined by Ms. Liz Montgomery, First Vice President of the York-James City-Williamsburg (YJCW) Chapter of the National Association for the Advancement of Colored People (NAACP), Mr. Charles Gates, Second Vice President, Ms. Ti'Juana Gholson of the YJCW Executive Committee, and Ms. Rachel Smith, Operations Manager for the Parks & Recreation Department. Ms. Fauntleroy noted the group had been working on the first-ever Freedom Fest event, a vision of the NAACP. She stated a key objective focused on community education on the importance of Juneteenth. Ms. Fauntleroy extended her thanks to the group.

Ms. Larson presented the proclamation to Ms. Fauntleroy who read it aloud. Ms. Larson concluded the reading of the proclamation recognizing Juneteenth. She extended her thanks to the members.

Ms. Fauntleroy extended her appreciation of the Board's proclamation recognizing the significance of the Juneteenth holiday. She noted her appreciation of the County's support of equity, inclusion, and diversity.

Ms. Montgomery addressed the Board and extended her appreciation for the NAACP honor of the proclamation. She shared the importance of Ms. Opal Lee and her efforts to have the Juneteenth holiday recognized and signed into law. Ms. Montgomery cited historical highlights and encouraged everyone to Google search Ms. Lee for her important contributions.

Mr. Gates addressed the Board noting this year's event marked the third Freedom Fest and Juneteenth commemoration and the first year in James City County. He highlighted details of the June 15 event. Mr. Gates encouraged the community to attend the event.

2. Governor's EMS Awards - Fire Department

Ms. Larson welcomed Fire Chief Ryan Ashe to the podium.

Chief Ashe addressed the Board noting James City County's Fire Department was selected for several Emergency Medical Services (EMS) awards the previous week. He stated the County's Fire Department was selected for three EMS awards at last year's local recognition. Chief Ashe explained locally nominated selections were then forwarded to the regional level for nomination to the Governor's Awards. He noted the Fire Department received an invitation to the Governor's Mansion as recipients of two 2023 EMS Governor's Awards. Chief Ashe stated the first award was for Outstanding Contribution to EMS Health and Safety. He added the incorporation of the Department's programs such as annual physicals to ensure staff's medical fitness, annual physical agility tests to ensure staff's physical ability, the Peer Support Team to ensure staff's mental health, cancer preventative measures such as two sets of gear turnout, and the work of the Safety Committee highlighted the combined efforts of the Fire Department. Chief Ashe noted the recognition for those efforts at the local level and by the Honorable Governor Glenn Youngkin. He continued noting the second award was the EMS Award for Outstanding EMS Agency. Chief Ashe stated this award was particularly meaningful for staff due to increased training awareness over the past few years. He noted the Department's whole blood program, field ultrasounds, and ventilators, along with an actively engaged Medical Director, strengthened staff. Chief Ashe commended staff's work in achieving the recognitions.

Ms. Larson stated congratulations on the outstanding work and recognition. She asked Chief Ashe to extend congratulations to the entire Fire Department.

Chief Ashe added the 2024 Peninsulas EMS (PEMS) Awards had taken place at Busch Gardens the previous week. He added the Fire Department was nominated for several categories which included providers, EMS leadership, Medical Director, and two Excellence in EMS Awards for the Department. Chief Ashe stated the Department was selected for one of the two Excellence Awards for its advanced care paramedic program. He provided additional details to that point. Chief Ashe added that program, which was recognized for this year's PEMS Award, would be forwarded to the Governor's Awards for next year.

Ms. Null extended her appreciation of the County's Fire Department. She referenced Colonial Heritage and visits from the Fire Department.

Mr. Hipple noted pride in the Fire Department and all its hard work, adding he asked that Chief Ashe convey that message to his staff. Mr. Hipple further noted the importance of the fire and medical care to the community. He referenced a side note about certain classes of foam and the removal by different Fire Departments. Mr. Hipple asked if the County was removing those foam classes.

Chief Ashe confirmed the removal of the foam. He added the foam was found to contain a chemical which caused health and safety issues.

Mr. Hipple noted while the foam was useful it was not for the user. He commended the foam removal.

Chief Ashe noted additional research was being done on the foam, particularly in relation to the protective equipment.

Mr. Hipple thanked Chief Ashe.

Mr. McGlennon extended his appreciation to staff and the outstanding work. He noted the dedication of the employees to their jobs. Mr. McGlennon referenced the awards and recognition as a tie-in point to the budget as it related to attracting and retaining the best staff possible for the County. He noted the awards reflected the quality and level of service that staff provided to the community. Mr. McGlennon echoed his colleagues' sentiments in conveying appreciation to staff.

Chief Ashe noted he would relay the message.

Ms. Larson noted the additional item, as noted earlier in the meeting, was the VDOT Quarterly Update by Mr. Rossie Carroll, VDOT Williamsburg Residency Administrator.

Mr. Carroll addressed the Board stating this quarter represented January 1 to March 31, 2024. He noted 567 of 690 work orders were completed during that timeframe, adding that number represented an 82% completion rate. Mr. Carroll stated the majority of the work was drainage, ditching, drainage repairs, sweeping, pavement patching, and similar work. He noted VDOT was preparing for the summer season which was the main construction season for paving. He added the paving would begin in July. Mr. Carroll cited current projects including the guardrail hit contract with completion of 107 out of 108 identified hits within the County. He noted the Richmond Road Sidewalk and Bikeway Improvements for increased pedestrian and bike connectivity from Croaker Road to Church Road in the Norge-Toano area. Mr. Carroll further noted the fixed completion date for that project was October 31, 2024. He added the Croaker Road Widening project was also taking place in that area and provided more details on that project. Mr. Carroll noted the Route 60 project between Route 30 and the New Kent County line, adding it was an ongoing project as open cuts which included replacement of existing pipe infrastructure under the roadway. He added there were several more replacements to be made with scheduled completion at the end of June. Mr. Carroll noted several completed projects including the bridge replacement over Diascund Creek which was completed approximately one year earlier than its target date. He stated completion of a sidewalk project that encompassed sections of Ironbound Road and Monticello Avenue. Mr. Carroll addressed several upcoming projects including the plant mix which was a Full-Depth Reclamation (FDR) project. He provided details on the FDR process, which was slated to begin July 9, 2024, in the Kingspoint area.

Mr. McGlennon asked for clarification.

Mr. Carroll noted it was Kingspoint Drive off Route 31.

Ms. Larson questioned if it was Kingswood Drive.

Mr. Carroll confirmed it was Kingswood Drive. He noted the impacted areas included three subdivisions in the FDR project. Mr. Carroll further noted the roads were Wallace Road, Selby Lane, Mosby Drive, Orange Drive, Oak Road, Holly Road, Perry Road, Rich Neck Road, Spring Road, West Kingswood Drive, Royal Court, Regency Court, Exeter Court, North Sulgrave Court, and South Sulgrave Court. He stated another plant mix project was slated to begin July 28 with a fixed completion date of November 15, 2024. Mr. Carroll noted the extensive list of roads for that project was included in the Board's Agenda Packet. He highlighted several projects which included the Shared Use Path project on Longhill Road, the Pocahontas Trail Phase I, the Jamestown Transfer Bridge Hydraulic Lift System, a Revenue Sharing project for the Centerville Road-Jolly Pond Road signal installation. Mr. Carroll noted

the upcoming Gap Segment C Widening design-build project which encompassed the remaining 8.5-mile gap on Interstate 64 (I-64) which would provide additional east and west lanes. He stated another project was the Route 60 unbonded concrete overlay for which he provided details. Mr. Carroll noted the Route 60 project timing could potentially be impacted by the Gap C project on I-64 as Route 60 served as an alternate route. He provided an update on VDOT's use of the County's Fiscal Year (FY) Safety Funds which included sidewalk repairs, some daylighting, and some Drop Inlet curb repairs. Mr. Carroll addressed a general traffic review study that had been conducted on Longhill Road. He provided highlights of the study. He noted other studies were done around Lafayette High School, the Williamsburg Montessori School, and Buford Road areas. Mr. Carroll stated a speed study was conducted on Hicks Island Road with recommendations to install winding road signs in both directions and a 25-mile-per-hour speed advisory sign. He noted an intersection study was also done at London Company Way with a recommendation for installation of a yield sign. Mr. Carroll cited land use was busy in the County with 68 plan reviews since the July 1, 2023, start of the fiscal year in addition to the issuance of 296 utility/work permits in the roadways. He added that 375 permits had been closed out and 0.34 miles of new roadway had also been added into the system with the Forest Glen Section 5 area work.

Ms. Larson thanked Mr. Carroll and asked if any Board members had questions or comments.

Ms. Null noted a number of complaints regarding Rose Lane. She stated she had received calls from neighbors regarding the noise and asked for an update.

Mr. Carroll stated he had gone to the property and had spoken with the resident.

Ms. Null thanked Mr. Carroll.

Mr. Carroll addressed scheduling and daytime construction noise. He noted communication with the contractors regarding schedule.

Mr. Hipple referenced the left-turn lane going into Wawa near York County.

Mr. Carroll asked if Mr. Hipple was referencing traffic queuing up for the left turn into the Wawa.

Mr. Hipple replied yes.

Mr. Carroll replied traffic signs were there. He noted traffic engineers were reviewing that location from a previous request. Mr. Carroll stated he would share the recommendations after completion of the review.

Mr. Hipple referenced several areas of tall grasses, adding Forge Road was one area and water puddling was an issue. He noted a new green and white sign at Diascund Road and Hockaday Road and inquired if the green implied VDOT maintenance and the white implied private maintenance.

Mr. Carroll responded those street signs were installed by the locality. He noted the County provided the route number on the sign along with the name while VDOT used route panels.

Mr. Hipple thanked Mr. Carroll.

Mr. McGlennon thanked Mr. Carroll for the inclusion of the streets off Government Road referenced earlier. He noted the Pocahontas Trail Phase I project's advertisement was set for February 2026 and questioned plans for community meetings around that project.

Mr. Carroll responded that part of the design process usually included public hearings. He

added public hearings were part of this project's design process and would take place.

Mr. McGlennon requested a copy of the public hearing schedule.

Mr. Carroll replied he would provide the schedule when it was available.

Mr. McGlennon thanked Mr. Carroll.

(inaudible conversation)

Mr. Carroll asked if Mr. McGlennon was referencing the pipe project.

Mr. McGlennon confirmed yes.

Mr. Carroll responded it was still in VDOT's process and a contractor had been secured, but VDOT had not gotten to that project yet. He added that same contractor was doing the Route 60 project which needed to be completed before the contractor moved to another project.

Mr. McGlennon noted the timeline on the previous project.

Mr. Carroll confirmed it had been a long time. He also noted there were no safety concerns on that road and the priority of projects was a consideration.

Mr. McGlennon thanked Mr. Carroll.

Ms. Larson thanked Mr. Carroll for meeting earlier in the day. She noted communication from the Kingswood neighborhood as some roads were paved while others were not.

Mr. Carroll expressed the residents' patience as VDOT worked with the James City Service Authority (JCSA) on the paving project. He provided details on the timeline for the paving and the JCSA waterline projects.

D. CONSENT CALENDAR

Ms. Larson asked if any Board member wished to pull any item(s).

1. Contract Award for Adult Special Events/Concert Series - Amount Not to Exceed \$200,000 (Combined)

A motion to Approve was made by Michael Hipple, the motion result was Passed.

AYES: 5 NAYS: 0 ABSTAIN: 0 ABSENT: 0

Ayes: Hipple, Icenhour Jr, Larson, McGlennon, Null

2. Contract Award - \$184,502 - Body Camera Systems and Video Auto-Tagging

A motion to Approve was made by Michael Hipple, the motion result was Passed.

AYES: 5 NAYS: 0 ABSTAIN: 0 ABSENT: 0

Ayes: Hipple, Icenhour Jr, Larson, McGlennon, Null

3. Contract Award - \$134,500 - Warhill Sports Complex Field Netting

A motion to Approve was made by Michael Hipple, the motion result was Passed.

AYES: 5 NAYS: 0 ABSTAIN: 0 ABSENT: 0

Ayes: Hipple, Icenhour Jr, Larson, McGlennon, Null

4. Designation of Voting Delegate for NACo Annual Conference

A motion to Approve was made by Michael Hipple, the motion result was Passed.

AYES: 5 NAYS: 0 ABSTAIN: 0 ABSENT: 0

Ayes: Hipple, Icenhour Jr, Larson, McGlennon, Null

5. Grant Award – \$250,000 – Department of Historic Resources – Preservation Virginia Rescue Archaeology at Smith’s Field Historic Jamestowne

A motion to Approve was made by Michael Hipple, the motion result was Passed.

AYES: 5 NAYS: 0 ABSTAIN: 0 ABSENT: 0

Ayes: Hipple, Icenhour Jr, Larson, McGlennon, Null

6. Grant Award - \$48,000 - Opioid Abatement Authority - Kinship Navigator Program Expansion

A motion to Approve was made by Michael Hipple, the motion result was Passed.

AYES: 5 NAYS: 0 ABSTAIN: 0 ABSENT: 0

Ayes: Hipple, Icenhour Jr, Larson, McGlennon, Null

7. Minutes Adoption

A motion to Approve was made by Michael Hipple, the motion result was Passed.

AYES: 5 NAYS: 0 ABSTAIN: 0 ABSENT: 0

Ayes: Hipple, Icenhour Jr, Larson, McGlennon, Null

The Minutes Approved for Adoption included the following meetings:

- o March 15, 2024, Joint Meeting
- o April 9, 2024, Regular Meeting
- o April 23, 2024, Business Meeting
- o May 7, 2024, Special Meeting

E. BOARD DISCUSSIONS

1. Police Drone First Responder & AED Delivery Experiment

Ms. Larson welcomed Police Chief Mark Jamison and Assistant Police Chief (APC) Tony Dallman.

Police Chief Jamison addressed the Board regarding a program which expanded drone and first responder capabilities. He noted he was joined by APC Dallman and Sergeant Tiara Suggs. Chief Jamison stated the Police Department had been contacted last fall regarding this program. He added this program presented an opportunity for the Police Department to be the first in Virginia to move forward with it.

APC Dallman addressed the Board highlighting technology and its benefit to law enforcement. He provided statistics for the Police Department’s current drone program in a PowerPoint presentation. APC Dallman noted while the County’s Police Department had a very good drone program, it was fairly basic. He stated the Police Department currently had five piloted and two tethered drones with nine certified and licensed drone pilots. APC Dallman added the Police Department had no drone pilot dedicated solely to the drone program as the pilots were mostly patrol officers. He continued the presentation highlighting the Drone as First Responder (DFR) program and its enhanced capabilities which included public safety response and officer safety. APC Dallman noted those capabilities allowed officers to see the situation prior to arrival on the scene. He stated the program required extensive Federal Aviation Administration (FAA) review and approval. APC Dallman noted the Police Department were not experts in FAA approvals and assistance would be needed with that aspect of the program. He added that currently if

drone pilots were needed and officers were not on duty then those officers would be called in to work which created a greater response time. APC Dallman noted if this program was established and operating then the response time was almost immediate once the 911 call was received. He continued the PowerPoint presentation explaining that Virginia Commonwealth University (VCU) had approached the Police Department. APC Dallman explained the partnership of cardiologists at VCU and Duke University. He noted Duke University was the recipient of an American Heart Association (AHA) grant in which Duke University was tasked with exploring options regarding cardiac arrest outcomes. APC Dallman stated the grant included the ability to fly Automatic External Defibrillators (AEDs) to the scene of out-of-hospital cardiac arrest calls. He noted this allowed for an expedited AED delivery as timing was critical in cardiac arrest situations. APC Dallman noted Duke University would assist with setting up the DFR program as criteria for participation in the experiment. He noted the assistance included regulatory needs, FAA authorizations, equipment purchases, and training to conduct the experiment. APC Dallman stated the experiment would demonstrate that AEDs could be flown to the scene of an out-of-hospital cardiac arrest with a quicker response time than if the AED arrived via ambulance or Police vehicle. He noted the AHA grant would cover expenses related to achieving the DFR status and the experiment. APC Dallman continued the PowerPoint presentation highlighting the benefits and costs to the County. He noted once the experiment concluded then the DFR program would operate as County staffing and budget allowed.

Mr. Hipple questioned if an officer would always be dedicated to the program after the experiment concluded. He asked about the two-mile radius for the drone and its operator.

APC Dallman noted a launch point would be established for the drone. He stated that currently a location with roof access, network access, and power for the drone launch would be selected, adding that currently the Law Enforcement Center (LEC) was the designated launch site. APC Dallman noted the FAA authorized a two-mile radius for the drone usage.

Mr. Hipple referenced the duration of drone flights and the possibility of acquiring drones with a longer airtime capacity.

APC Dallman confirmed yes. He noted a larger, more commercial grade drone would be required to carry the AED, adding the plan was to acquire two or three more robust drones.

Mr. Hipple referenced the use of drones at The Farm fire on Croaker Road in September 2023. He noted the use of drones was very beneficial particularly for Search and Rescue situations.

Ms. Null endorsed the program as an added safety component. She cited her personal experience as a flight attendant first responder and AEDs as a critical component of response. Ms. Null asked if the County was the first department involved with the program.

APC Dallman responded yes in Virginia. He added it was an experimental program to prove the concept that this use could work. APC Dallman noted a partner department in Forsyth County, North Carolina had already started the program. He further noted Forsyth County had posted several of its drone runs on its website for review.

Mr. McGlennon asked the length of the experiment schedule.

APC Dallman responded that the grant period was five years. He noted a year's time had been allocated for establishing the DFR program. APC Dallman further noted after that initial year the experiment of flights would begin to demonstrate proof of the concept. He provided additional details to that point.

Mr. Icenhour asked if all County Police cars and ambulances carried AEDs.

APC Dallman confirmed yes.

Mr. Icenhour referenced the two-mile radius as denoted by the FAA and questioned the altitude limit.

APC Dallman noted the drones typically flew at 400 feet or less. He added that manned aviation flew at 500 feet or higher. APC Dallman noted that as part of the FAA certificate of authorization if manned aviation was present in the area, then the drone was to move away. He stated that was a consideration due to the level of manned aviation from neighboring military bases and other uses.

Mr. Icenhour noted concerns could be military aviation, mainly helicopters from Camp Peary, or light airplanes from local airports. He endorsed the program.

Mr. Hipple stated he would like this program to be a front-page item for the newspapers. He noted the significance of being the first such program set up in Virginia.

APC Dallman agreed, adding this presentation to the Board was the initial step.

Ms. Larson noted this program was exciting news. She expressed her thanks to staff for the presentation and information.

Mr. Stevens stated that based on the Board's direction and support then the Police Department would move forward on the program.

Ms. Larson thanked APC Dallman.

2. Government Center Update

Mr. Brad Rinehimer, Assistant County Administrator, addressed the Board with a monthly progress update on the Government Center. He noted a busy schedule had ensued since the last update, adding that schedule included facility tours in the Cities of Virginia Beach and Suffolk. Mr. Rinehimer thanked Mr. Hipple for joining the tours. Mr. Rinehimer stated Mr. McGlennon and Ms. Larson would be joining him with a trip to Minnesota on Thursday and Friday for tours of three facilities. He noted the employee input session had taken place in early May with comments from over 100 employees. Mr. Rinehimer expressed his appreciation for the input. He noted the first stakeholder meeting was held on May 15 which garnered additional input and discussion. Mr. Rinehimer stated the first public input meeting was held on May 23 at Legacy Hall with 17 citizens in attendance. He noted some concerns expressed at the public input meeting focused on traffic, environmental impact, Eastern State property, overall building design, and Leadership in Energy and Environmental Design (LEED) certification. Mr. Rinehimer stated a traffic study would be done. He noted another stakeholder meeting would occur as well as an employee meeting and public hearing once drawings and schematics for the Government Center were available for viewing. Mr. Rinehimer further noted the first discussion on LEED certification had taken place the previous week with the builder group and had focused on process and costs. He added the costs for the higher levels of LEED certification would then be presented to the Board for consideration. Mr. Rinehimer stated a meeting with the architecture and Mr. Daniel Keever, Deputy Superintendent for Williamsburg-James City County (WJCC) Schools. He noted the WJCC School Division had reviewed numbers if the Division was housed at the Government Center. Mr. Rinehimer stated Ms. Megan Phinney, County Graphic Designer, had created business cards to hand out. Mr. Rinehimer noted the card featured a QR code for scanning where feedback could be input to a form. He further noted an address had been established, www.jamescitycountyva.gov/4082, where residents could go online and complete the form. Mr. Rinehimer stated feedback could be left via voice message at 757-259-4004 or email at jccgovcenter@jamescitycountyva.gov. He noted the additional efforts to gather citizen input, adding he had an interview with *The Virginia Gazette* earlier in the day.

and another slated for next week with the *Williamsburg Yorktown Daily (WY Daily)*.

Mr. Icenhour asked if geothermal options were being considered for this building site.

Mr. Rinehimer confirmed yes.

Mr. Icenhour asked if solar panels were a consideration for the public building.

Mr. Rinehimer confirmed there had been discussion on that option also.

Mr. Icenhour noted those options were under active consideration.

Mr. Rinehimer confirmed yes.

Ms. Larson followed up noting geothermal had been incorporated at Lois S. Hornsby Middle School. She noted she heard no expansion could be done with geothermal systems. Ms. Larson further noted that information whether pros or cons, as well as LEED certification information needed to be presented.

Mr. Rinehimer confirmed yes.

Ms. Larson noted there were ways to make an energy-efficient building without necessarily doing LEED certification. She further noted taking every option into consideration.

Mr. Rinehimer confirmed yes.

Mr. Hipple added consideration of land mass also as nothing else would be built on the site. He noted parking lots could be added, but no structures.

Ms. Larson thanked Mr. Rinehimer.

F. BOARD CONSIDERATION(S)

1. Contract Award - \$433,677 - Upper County Park Playground Replacement

A motion to Approve was made by James Icenhour, the motion result was Passed.

AYES: 5 NAYS: 0 ABSTAIN: 0 ABSENT: 0

Ayes: Hipple, Icenhour Jr, Larson, McGlennon, Null

Mr. Alister Perkinson, Parks Administrator, addressed the Board to discuss replacement of the Upper County Park playground. He highlighted the Parks & Recreation Department's Playground Safety Program which included two certified Playground Safety Inspectors on staff. Mr. Perkinson noted the program's safety schedule for County Parks & Recreation playgrounds in a PowerPoint presentation. He added the 26 WJCC School Division playgrounds were inspected monthly. Mr. Perkinson stated in addition to the inspections that a playground replacement schedule existed. He noted two playgrounds, Upper County and My Place at the James City County Recreation Center, were included in the FY 2024 Capital Improvements Program. Mr. Perkinson highlighted playground details in the PowerPoint presentation. He added the Upper County playground was 25 years old and replacement parts for slides and such were no longer made so the lead time was longer for custom replacement pieces. Mr. Perkinson continued the PowerPoint presentation noting a Request for Proposals (RFP) was sent out with seven firms responding to the RFP. He noted a team of staff members from the Parks & Recreation and General Services Departments evaluated the proposals and selected Cunningham Recreation. Mr. Perkinson highlighted the updated playground rendering in the

PowerPoint presentation.

Mr. McGlennon noted consideration that Upper County Park playground was primarily used more in the summertime than other times of the year.

Mr. Perkinson confirmed yes. He noted the pool and shelters were Upper County Park's largest draws. Mr. Perkinson stated staff had spoken with visitors to Kidsburg at Veterans Park who noted they enjoyed the ziplines and other special amenities. He added some of those special amenities were part of the replacement consideration for Upper County Park. Mr. Perkinson noted those amenities could potentially alleviate some of the pressure on the centralized Veterans Park and be available at the upper end of the County.

Mr. McGlennon questioned the possibility of shade trees in proximity to the playground.

Mr. Perkinson replied yes.

Mr. McGlennon thanked Mr. Perkinson.

2. Contract Award - \$3,133,991.06 - Architectural Services for the New General Services Headquarters

A motion to Approve was made by James Icenhour, the motion result was Passed.

AYES: 5 NAYS: 0 ABSTAIN: 0 ABSENT: 0

Ayes: Hipple, Icenhour Jr, Larson, McGlennon, Null

Mr. Mark Abbott, Capital Projects Coordinator, addressed the Board to request approval for architectural and engineering services for the design of a new General Services Headquarters Building. He provided additional details to the request, adding the proposal addressed such concerns as modern accessibility, functionality, efficiency, and others. Mr. Abbott noted the General Services Building would be designed to a minimum LEED Silver certification. He cited the architectural criteria for the project. Mr. Abbott noted VIA design architects, pc was selected with a completed design slated for February 2026 subject to regulatory approvals.

Mr. Hipple noted this project was long overdue. He further noted his agreement with building toward LEED rating, but questioned the money involved in the certification. Mr. Hipple stated the cost of a wall plaque regarding energy efficiency. He noted building up to the standard but addressed efficiency with garage doors constantly opening and closing due to the number of vehicles moving in and out from the building daily. Mr. Hipple asked that those aspects be considered during the design review. He noted the need for a safe building.

Mr. Abbott referenced Mr. Rinehimer's earlier comments regarding LEED as a model in the review. He added the function of the current General Services building was not a standalone office building and had many facets.

Mr. Icenhour asked if a site had been chosen. He also questioned the timeline for the project and an adjustment for an archaeological find.

Ms. Grace Boone, Director of General Services, noted the previous site was behind the Water Tower at the soccer pad located at Warhill Sports Complex where the archaeological find was located. She further noted the adjacent site next to the LEC was then considered.

Mr. Icenhour thanked Ms. Boone for the clarification on the archaeological point.

Ms. Boone referenced Mr. Icenhour's point of the timing sequence. She noted General Services was seeking approval for the architectural and engineering award at this meeting. Ms. Boone further noted the Contract Event Management and Reporting (CEMAR) interviews were in

process and when the contractor was determined then General Services would work with the contractor for a faster process.

Mr. Icenhour asked if there would be integration of the design and CEMAR to streamline the project time. He stated that was good as he had been concerned with the length of time involved.

Ms. Boone confirmed yes.

Mr. Icenhour questioned the general square footage of the building.

Ms. Boone responded approximately 50,000 square feet.

(The theme song of the television show “MASH” played in the background.)

Ms. Larson noted the project had a large price tag, but she likened the General Services buildings to those depicted in “MASH”. Ms. Larson further noted the new building was very much needed. She expressed appreciation for all the work on the project and questions from her colleagues.

Ms. Boone thanked the Board.

3. Diascund Creek Watershed Management Plan Adoption

A motion to Approve was made by John McGlennon, the motion result was Passed.

AYES: 5 NAYS: 0 ABSTAIN: 0 ABSENT: 0

Ayes: Hipple, Icenhour Jr, Larson, McGlennon, Null

Mr. Mike Woolson, Section Chief, Stormwater and Resource Protection Division, addressed the Board noting he was joined by Ms. Toni Small, Director of Stormwater and Resource Protection Division. He noted both he and Ms. Small were joined by the project’s consultant for the Board’s consideration regarding the Diascund Creek Watershed Management Plan. Mr. Woolson stated the County had six approved Watershed Management Plans (Powhatan Creek, Yarmouth Creek, Mill Creek, Gordon Creek, Ware Creek, and Skimino Creek, with a seventh plan, Diascund Creek). He highlighted various changes to the program since the County began Watershed Management Plans 22 years earlier. Mr. Woolson noted the current plan was similar to the other six plans in encouragement of improved management of County resources through development and private property owner incentives. He addressed specifics of the Diascund Creek Plan. Mr. Woolson introduced the consultant from Stantec, Mr. Daniel Proctor.

Mr. Proctor addressed the Board with a PowerPoint presentation highlighting key points of the watershed assessment. He noted this process was very similar to the other watershed plans assessed over the past two years. Mr. Proctor stated the three components included review of past information, field-level reconnaissance, and desktop-level analysis. He continued the presentation with details on the key findings, adding Diascund Creek showed significantly less water quality concerns overall than other County watersheds which had been assessed. Mr. Proctor noted the only infrastructure included two pump stations at the reservoir. He stated that the majority of watershed was very healthy and worthy of protection but cautioned that future development along the Route 60 and Route 30 corridor could adversely affect the watershed if not properly mitigated. Mr. Proctor noted the five types of recommendations included stormwater treatment practices, programmatic, regulatory/enforcement, floodplain management, and education/awareness. He provided additional details for these recommendations. Mr. Proctor noted the public engagement schedule to garner input.

Ms. Larson asked if any Board members had questions.

Mr. Icenhour commented he was pleased to have another watershed management plan done. He added the process was arduous, but necessary. Mr. Icenhour expressed his appreciation.

Ms. Larson thanked Mr. Proctor.

4. Policy to Address Solar Energy Generating Facilities

A motion on this item was postponed pending additional staff changes.

Mr. Thomas Wysong, Principal Planner, addressed the Board regarding the draft Solar Energy Generating Facilities policy based on its guidance. He noted the policy would apply to cases presented to both the Planning Commission and the Board of Supervisors. Mr. Wysong provided details regarding the policy.

Ms. Larson asked the Board members if there were any questions.

Mr. Hipple questioned how the land was balanced in relation to the amount of solar use the County allowed. He noted the balance in relation to commercial and residential uses.

Mr. Wysong noted several places in the policy addressed the balance question. He cited the 400-foot buffer requirement for solar generating facilities and existing structures. Mr. Wysong referenced the fully screened requirement in the policy. He provided additional policy requirement details to protect the County's Community Character.

Mr. Hipple questioned if a cap on the land usage was needed. He addressed the usage threshold, buffering, and other considerations. Mr. Hipple noted he wanted balance but not an excess.

Mr. Wysong referenced Item No. 8 regarding the number and size of solar facilities within the County.

Discussion ensued.

Ms. Null referenced Isle of Wight County. She noted Isle of Wight County had determined its total agricultural land and established a 2% threshold regarding solar generating facility usage. Ms. Null stated she knew other counties were adopting percentage policies also. She noted a 400-foot buffer was not adequate, in particular with water runoff leaching chemicals into the surrounding ground.

Ms. Larson echoed her colleagues' concerns. She noted other counties in the state expressing concerns on this matter and the use of the land percentage as guidance. Ms. Larson stated solar generating facilities were not necessarily benefitting the local community. She referenced one such facility and the energy being used for the influx of data centers in Northern Virginia. Ms. Larson noted the need to review the amount of available County agricultural land and what that percentage was for comparison.

Mr. McGlennon noted some restrictive components of the policy. He addressed the chemical impact to the ground and questioned if the County would be an area for large-scale solar facilities compared to other counties with greater agricultural acreage. Mr. McGlennon noted energy use and data center needs as areas of concern. He stated he supported consideration of a cap but cautioned on the challenges accompanying very restrictive solar uses in relation to both the state and the Virginia General Assembly's talk on limiting local authority. Mr. McGlennon noted talk already existed regarding localities' loss of solar facility restrictions. He stated details to those points.

Ms. Larson acknowledged Mr. McGlennon's comments, adding she wanted to know the percentage of agricultural land.

Mr. Wysong confirmed yes.

Mr. Icenhour noted consideration of the amount of agricultural land, adding the policy was restrictive as it was designed to keep large solar facilities out of the County. He addressed additional points of consideration. Mr. Icenhour noted the City of Culpeper used acreage rather than percentage. He cautioned establishing criteria and its impact to solar applications. Mr. Icenhour stated the County could adopt a policy of no more solar facilities. He questioned Mr. Kinsman on that option.

Mr. Kinsman responded he would prefer not to take that option.

Mr. Icenhour questioned the end goal. He noted it was maintaining the Community Character. Mr. Icenhour further noted when solar facilities came into the area, the County sought to keep them small, isolated, and buffered. He stated his hesitation in determining acreage or percentage. Mr. Icenhour referenced Mr. McGlennon's mention of the Virginia General Assembly and the potential loss of authority regarding solar power and the solar industry. He noted the potential impact to the County and rural counties if legislation changed regarding solar facilities. Mr. Icenhour stated the need for reasonable steps to achieve a reasonable outcome on behalf of County citizens. He referenced water runoff and the greater threat from roadways and petroleum products as well as lawn fertilizers. Mr. Icenhour acknowledged staff's policy was very straightforward with multi-layers of protection for citizens and the County.

Mr. Hipple noted he was unconcerned with the Virginia General Assembly's actions. He stated he was in favor of the existing policy but wanted to add another component. Mr. Hipple noted he wanted to know the amount of land the County would consider. He addressed additional points of discussion.

Mr. McGlennon noted gathering the information on a potential cap versus the policy's requirements. He added any Board could vote in favor of a case if the policy condition was deemed undesirable. Mr. McGlennon noted the projects requiring 10,000 acres or more would likely not be interested in a project in the County with its smaller land acreage. He added that smaller sized projects would likely be proposed in the County.

Ms. Null requested staff review policies from other counties. She noted the reviews could suggest criteria for use.

Mr. Icenhour noted clarifying staff's directive. He further noted the varying opinions amongst the Board members and what specific number should be considered. Mr. Icenhour stated staff needed to know if percentage or acreage was the determinant. He addressed the point in more detail.

Ms. Null noted staff was not asked to determine the number, but rather to look into other counties and their policies.

Ms. Larson questioned staff on the process for determining the amount of land. She noted she was not referencing policy changes. Ms. Larson requested the amount of possible acreage for future solar development.

Mr. Paul Holt, Director of Community Development, addressed the Board noting Ordinances could be reviewed from other localities with percentage as a determinant. Mr. Holt asked if the Board wanted to know criteria such as the total land zoned A-1, General Agricultural, outside the Primary Service Area (PSA) or actively used as a farm. He noted those numbers could vary greatly.

Mr. Icenhour stated he was interested in knowing how much available land remained for

development after applying the policy criteria. He addressed that point in more detail.

Mr. Holt noted staff could draw circles with the mile radius around the three solar farms currently in the County. He further noted that remaining number could then be presented to the Board.

Discussion ensued.

Mr. Holt asked if the land was outside the PSA.

Mr. Icenhour confirmed yes. He referenced Ms. Null's comments on reviewing other localities' policy guidelines, adding that information would be very helpful.

Mr. Holt noted two localities had been reviewed. He cited some potential staff difficulties in understanding why localities chose some criteria over others.

Mr. McGlennon suggested Mr. Joe Lerch at Virginia Association of Counties (VACo) as a possible contact for information.

Ms. Larson asked about a timeline when Mr. Holt could present staff's findings.

Mr. Holt replied a specific date was not required, but he hoped before the Board's August scheduled break. He stated he would get back to the Board.

Ms. Larson thanked Mr. Wysong and Mr. Holt.

G. BOARD REQUESTS AND DIRECTIVES

Ms. Null noted the Board's attendance at the County's Police Department Awards Ceremony on May 16. She commended the Department and its staff. Ms. Null noted her attendance at the recent Teacher of the Year Awards Ceremony in Colonial Williamsburg and the VACo meeting on May 22.

Mr. Hipple addressed a situation at the James City County Recreation Center where an individual had entered the women's restroom. He expressed his thoughts and concerns on the matter.

Mr. McGlennon stated Ms. Null had covered the same events he had attended. He expressed his appreciation for participation at each event. Mr. McGlennon acknowledged the Wall of Valor at the Police ceremony, adding it was a fitting recognition of the Police Department's great work.

Mr. Icenhour noted his attendance at the Hampton Roads Workforce Council meeting. He added the annual budget was approximately \$40 million. Mr. Icenhour provided highlights of the Workforce Council's work and training program statistics. He stated the programs were very effective with strong results. Mr. Icenhour extended his thanks to Police Chief Jamison for the invitation to the Awards ceremony, adding it was a moving event. He noted the number of Valor Awards for situations that could have involved an officer shooting but were not. Mr. Icenhour stressed the importance of the County's Police training and de-escalation of situations. He stated the professionalism of the Police Department and thanked each County officer. Mr. Icenhour noted he and Mr. Hipple attended the Strategic Plan meeting. He stated he attended the VACo Region II meeting on May 22 and was joined by Mr. Hipple and Ms. Larson at the Ford's Colony Community meeting later that evening. Mr. Icenhour noted the Community meeting was an annual question and answer event. He further noted at the Greater Williamsburg Chamber of Commerce Board of Directors meeting he was recruited by Ms. Heather Harmon, Marketing and Client Development for Henderson, Inc., who was coordinating the Walk to End Alzheimer's program this year. He explained as a recruit if a \$500 donation was made to his

profile on the program's website then he would receive a cream pie in the face. Mr. Icenhour encouraged his fellow Board members to get their checkbooks out as the donations would start in June with the Walk taking place in October. He noted he would supply the Board with more details regarding donations. Mr. Icenhour stated the significance of Memorial Day to him and remembrance of his squadron commander in the Vietnam War. He noted his commander was shot down on November 2, 1969, and whose name appeared on the Vietnam Veterans Memorial wall. Mr. Icenhour cited some additional personal notes.

Ms. Larson stated she was also a pie participant for the Walk to End Alzheimer's. She thanked Mr. McGlennon for his attendance at the Memorial Day service. Ms. Larson noted her attendance at the Lighten Up, It's Just Politics event sponsored by The Virginia Public Access Project (VPAP) as a guest of the County's lobby firm. She provided details regarding the event and extended her thanks to Mr. Kinsman for that opportunity. Ms. Larson extended thanks to the Board members and Mr. Rinehimer for the VACo meeting and tour held at the County's Law Enforcement Center. She also thanked Chief Jamison for hosting the group, adding her thanks to County staff who assisted. Ms. Larson referenced the Ford's Colony meeting and the busy schedule during this time of the year. Ms. Larson provided an update on Langdon Richardson. She noted she had appealed for both liver and kidney recipients for the young man, a J. Blaine Blayton Elementary School student. Ms. Larson further noted he had received both living donor kidney and liver last week. She asked everyone keep Langdon and his family in thoughts and prayers and she expressed her thanks to his donors. Ms. Larson noted one donor wished to remain anonymous, but both donors were WJCC School teachers. She provided additional details regarding the donor program and in particular, living donors. Ms. Larson added to also keep Langdon's donors in thoughts and prayers.

H. REPORTS OF THE COUNTY ADMINISTRATOR

Mr. Stevens noted June 1 marked the start of hurricane season, adding the predictions indicated an active season. He reminded everyone to have three days' worth of supplies, develop an emergency plan, and other key factors. Mr. Stevens noted New Town Tunes would be presenting its last concert event on June 12. He stated the remaining concerts, weather-permitting, started at 5:30 p.m. in Sullivan Square behind Legacy Hall in New Town. Mr. Stevens stated the Parks & Recreation Department was sponsoring the Longest Day of Play in celebration of the summer solstice on June 20. He noted events for the celebration would begin at 5:47 a.m. and end around midnight and activities were listed on the department's website. Mr. Stevens further noted that information was available by searching James City County Longest Day of Play.

Ms. Larson thanked Mr. Stevens. She asked if people needed to start their day at 5:47 a.m.

Mr. Stevens replied no, adding any time during the day activities were available to participants.

I. CLOSED SESSION

A motion to Enter a Closed Session was made by Barbara Null, the motion result was Passed.
AYES: 5 NAYS: 0 ABSTAIN: 0 ABSENT: 0
Ayes: Hipple, Icenhour Jr, Larson, McGlennon, Null

At approximately 3:19 p.m., the Board of Supervisors entered a Closed Session.

At approximately 4:45 p.m., the Board re-entered Open Session.

A motion to Certify the Board only spoke about those matters indicated that it would speak about in Closed Session was made by John McGlennon, the motion result was Passed.
AYES: 5 NAYS: 0 ABSTAIN: 0 ABSENT: 0
Ayes: Hipple, Icenhour Jr, Larson, McGlennon, Null

1. 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, pursuant to Section 2.2-3711 (A)(3) of the Code of Virginia and regarding parcels along Route 60 (Pocahontas Trail) and Route 675 (Grove Heights Avenue).
2. 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 pursuant to Section 2.2-3711 (A)(3) of the Code of Virginia and regarding the portion of the property upon which the “Amblers House” is situated.
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, pursuant to Section 2.2-3711 (A)(3) of the Code of Virginia; in particular, property situated at 2054 Jamestown Road
4. 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 pursuant to Section 2.2-3711 (A)(3) of the Code of Virginia and regarding the property identified as 110 Nina Lane.
5. Discussion of the award of a public contract involving the expenditure of public funds, and discussion of the terms or scope of such contract, where discussion in an open session would adversely affect the bargaining position or negotiating strategy of the public body, pursuant to Section 2.2-3711(A)(29) of the Code of Virginia and pertaining to the contract for the joint operation of schools between the County and the City of Williamsburg.
6. Consideration of a personnel matter, the appointment of individuals to County Boards and/or Commissions pursuant to Section 2.2-3711(A)(1) of the Code of Virginia

A motion for Appointment to Boards and/or Commissions was made by James Icenhour, the motion result was Passed.

AYES: 5 NAYS: 0 ABSTAIN: 0 ABSENT: 0

Ayes: Hipple, Icenhour Jr, Larson, McGlennon, Null

- a. Appointment - Williamsburg Regional Library Board of Trustees
- b. Staff Appointment - Peninsula Alcohol Safety Action Program

Mr. Icenhour noted reappointment of Assistant Police Chief Monique Myers to a term beginning July 1, 2024, and expiring June 30, 2027.

c. Appointments - Parks and Recreation Advisory Commission

Mr. Icenhour noted appointment of Julian H. Lipscomb, Michael C. Hand, and V. Kevin Radcliffe for terms expiring April 12, 2028.

7. Certification of Closed Session

J. ADJOURNMENT

1. Adjourn until 5 pm on June 11, 2024 for the Regular Meeting

A motion to Adjourn was made by Michael Hipple, the motion result was Passed.

AYES: 5 NAYS: 0 ABSTAIN: 0 ABSENT: 0

Ayes: Hipple, Icenhour Jr, Larson, McGlennon, Null

At approximately 4:47 p.m., Ms. Larson adjourned the Board of Supervisors.

MEMORANDUM

DATE: June 25, 2024

TO: The Board of Supervisors

FROM: Sharon B. McCarthy, Director, Financial and Management Services

SUBJECT: Opioid Settlement Funding - \$208,698

The Board approved participation in a nationwide settlement (“Settlement”) with certain opioid distributors at its November 23, 2021, meeting. Settlement funds are meant to address opioid use and related problems including opioid addiction, abuse, death, and impacts on families and the community.

In Fiscal Year (FY) 2024, the County has received settlement disbursements in the amount of \$208,698. The County will continue to receive settlement funds for the next 17 years; however, because some of the larger defendants in the Settlement frontloaded their payments, the amounts will be less in future years. Funds received in future years will be appropriated in the budget as the amounts are known. The County plans to use these funds to help families, victims, and others impacted by opioid use and addiction in James City County.

Staff recommends that the Board adopt the attached resolution to appropriate the amount received in FY 2024 of \$208,698.

SBM/ap
OpioidSettlFnds-mem

Attachment

RESOLUTION

OPIOID SETTLEMENT FUNDING - \$208,698

WHEREAS, the James City County Board of Supervisors (the “Board”) previously approved participation in a nationwide settlement (“Settlement”) against several distributors and producers of opioids; and

WHEREAS, the County has received disbursements totaling \$208,698 in Fiscal Year 2024 from the Settlement; and

WHEREAS, additional funding is expected from this Settlement in future years and will be appropriated as the amounts are known; and

WHEREAS, Settlement funds are intended for opioid “abatement” efforts and the County will be utilizing this funding to help families, victims, and others negatively impacted by the opioid epidemic.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of James City County, Virginia, hereby appropriates this funding in the Grants/Special Projects Fund for this purpose as follows:

Revenue:

National Opioid Settlement	<u>\$208,698</u>
----------------------------	------------------

Expenditure:

National Opioid Settlement	<u>\$208,698</u>
----------------------------	------------------

Ruth M. Larson
Chair, Board of Supervisors

ATTEST:

Teresa J. Saeed
Deputy Clerk to the Board

NULL
HIPPLE
MCGLENNON
ICENHOUR
LARSON

VOTES

<u>AYE</u>	<u>NAY</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Adopted by the Board of Supervisors of James City County, Virginia, this 25th day of June, 2024.

OpioidSettlFnds-res

MEMORANDUM

DATE: June 25, 2024

TO: The Board of Supervisors

FROM: Tom Leininger, Principal Planner

SUBJECT: Resolution of Support for Smart Scale Transportation Funding Application

Background

In 2013, House Bill (HB) 2313 was signed into law, creating a more sustainable revenue source supporting transportation funding. While passage of this bill enabled the Commonwealth Transportation Board (CTB) to add approximately \$4 billion in funding to the Six-Year Improvement Program (SYIP), there are still many transportation needs that cannot be addressed with available revenues.

To find a way to better balance transportation needs and prioritize investments for both urban and rural communities throughout the Commonwealth, new legislation, House Bill 2 (HB2), was signed into law in 2014. HB2 required the CTB to develop and implement a quantifiable and transparent prioritization process for making funding decisions for capacity, enhancing projects within the SYIP. The ultimate goal in the implementation of HB2, now called Smart Scale, is to ensure the best use of limited transportation funds. Transparency and accountability are crucial aspects of this process. Smart Scale projects are evaluated based on a uniform set of measures that are applicable statewide, while recognizing that factors should be valued differently based on regional priorities.

Generally, the prioritization process for the Hampton Roads District evaluates projects in the following factor areas: congestion mitigation (45%), economic development (5%), accessibility (15%), safety (5%), environmental quality (10%), and land use coordination (20%).

The Smart Scale process does not cover all types of projects within the SYIP. There are many other sources of funding including maintenance and rehabilitation, safety, operations, and other federal and state funding categories (e.g., Revenue Sharing, Congestion Mitigation and Air Quality Improvement Program, and Regional Surface Transportation Program).

There are two main pathways to funding within the Smart Scale process: the Construction District Grant Program and the High-Priority Projects Program. These two grant programs were established under HB1887 and approved by the General Assembly in February 2015.

The High-Priority Projects Program (as defined in Virginia Code § 33.2-370) refers to projects of regional or statewide significance that address a transportation need identified for a Corridor of Statewide Significance or a regional network in the VTrans2040 Multimodal Transportation Plan. In this program, projects and strategies are compared to projects and strategies submitted statewide.

The Construction District Grant Program (as defined in Virginia Code § 33.2-371) refers to projects and strategies solicited from local governments that address a need for a Corridor of Statewide Significance, regional network, improvements to promote urban development areas, or safety improvements identified in the VTrans2040 Multimodal Transportation Plan. In this program, candidate projects and strategies from localities within a highway construction district are compared against projects and strategies within the same construction district.

For both programs, projects and strategies are to be screened, evaluated, and selected according to the process established pursuant to Smart Scale. In 2016, James City County successfully secured funds through this process for the Longhill Road Phase I Widening. In 2017, James City County successfully secured funds through this process for the Skiffes Creek Connector. In 2018, the Longhill Road Shared Use Path secured funding for the proposed shared use path over Route 199. In 2020, James City County successfully secured funds through this process for the Airport Road, Richmond Road, and Mooretown Road improvements.

Proposed Projects

This year, James City County intends to apply for the following project for Smart Scale funding:

1. *Route 60 (Pocahontas Trail) Widening and Complete Street Segment 2* as identified in the Pocahontas Trail Corridor Study.

The proposed project is the second segment of the Route 60 (Pocahontas Trail) Widening and Complete Street project addresses transportation and safety needs along a 2-mile stretch of Pocahontas Trail between Fire Station 2 and James River Elementary School. This specific application is from Magruder Avenue to James River Elementary School. This Urban Principal Arterial Roadway has a posted speed limit of 40-45 miles per hour. Currently, there are no designated accommodations for bicyclists and very limited pedestrian connections. The typical roadway cross-section consists of two lanes, no shoulders, and turn lanes at some of the intersections. Roadway drainage is provided by deep, open ditches immediately adjacent to the roadway with little to no existing shoulder. There is no access management in place. Because of existing conditions, accidents and breakdowns result in substantial backups and delays with access for emergency responders often impeded. The corridor is also frequently impacted by traffic diverting from Interstate 64 due to congestion. The lack of safe pedestrian and bicycle accommodations in an area with a mix of residential, transit, and industrial traffic causes conflicts and unsafe conditions for all non-motorized travelers. Due to the deficiencies mentioned above, this project will include much needed safety improvements and accommodations, specifically a continuous center left-turn lane, an 8-foot shared use path, a 5-foot sidewalk, curb and gutter, closed drainage, landscaped buffer, roadway/pedestrian lighting, new crosswalks with pedestrian refuge areas, transit stop improvements with bus pull-offs, and undergrounding of overhead utilities. Such improvements are expected to greatly reduce congestion and to significantly improve traffic flow and safety. The current cost estimate of the project (with undergrounding of utilities) is approximately \$50.3 million. To fully fund the project, staff is submitting a Smart Scale application with a request of \$50.3 million.

Staff recommends the Board of Supervisors adopt the attached resolution expressing support for this project to be submitted through the upcoming Smart Scale cycle.

TL/md

SupSmScaleTFApp-mem

Attachments:

1. Resolution
2. Location Map

RESOLUTION

RESOLUTION OF SUPPORT FOR SMART SCALE

TRANSPORTATION FUNDING APPLICATION

WHEREAS, in an effort to ensure the best use of limited transportation funds, the Commonwealth has established a transportation funding formula known as Smart Scale, codified in Virginia Code §§ 33.2-214.1, 33.2-370, and 33.2-371; and

WHEREAS, James City County's Comprehensive Plan, *Our County, Our Shared Future - James City County 2045 Comprehensive Plan*, includes transportation as a priority focus area; and

WHEREAS, the Comprehensive Plan identifies almost \$291 million in needed investment in the County's transportation system including investment in and around Pocahontas Trail.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of James City County, Virginia, expresses support for submitting an application for funding for the Route 60 (Pocahontas Trail) Widening and Complete Street Segment 2 Project through Smart Scale.

Ruth M. Larson
Chair, Board of Supervisors

ATTEST:

Teresa J. Saeed
Deputy Clerk to the Board

NULL
HIPPLE
MCGLENNON
ICENHOUR
LARSON

VOTES

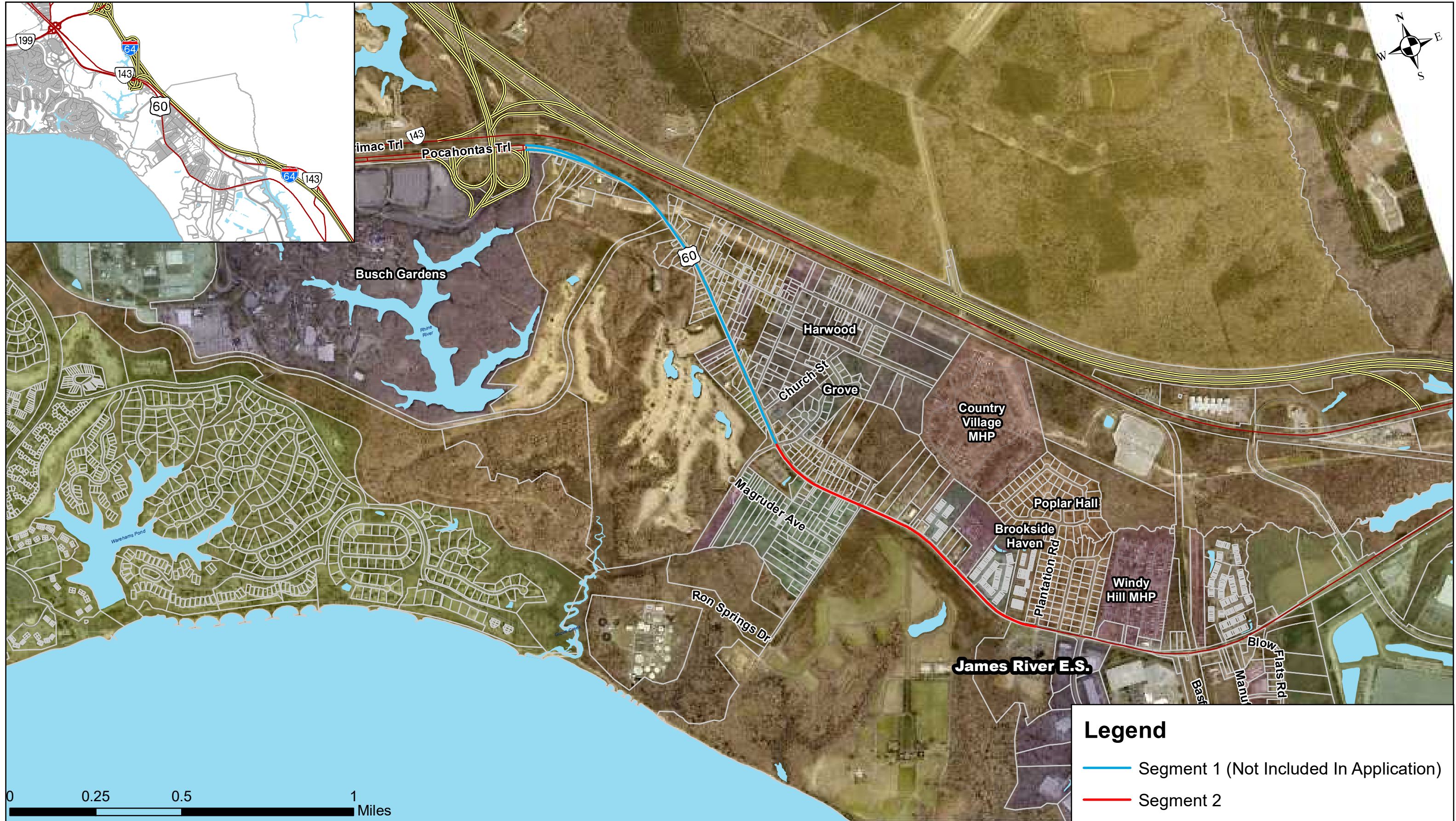
AYE NAY ABSTAIN ABSENT

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Adopted by the Board of Supervisors of James City County, Virginia, this 25th day of June, 2024.

SupSmScaleTFApp-res

Route 60 (Pocahontas Trail) Widening and Complete Street



MEMORANDUM

DATE: June 25, 2024

TO: The Board of Supervisors

FROM: Patrick N. Page, Director of Information Resources Management

SUBJECT: Server and Data Storage Hardware Replacement - Dell Computers

Server and data storage hardware supporting County primary applications and user data needs replacing after six years of service. Installed in 2019, this system is at its end of reliable and performative use. The server and storage hardware supports the County's Geographic Information System, Revenue Collection, Property Appraisal, Records Management, and the storage of departmental data serving citizens and staff.

In June of 2024, a Request for Quotation (RFQ) from Dell Computers was issued through the Virginia Information Technology Agency state contract. Based on an evaluation by Information Resources Management staff, hardware from Dell Computers was determined the best fit for James City County.

The purchase of hardware will include installation services, 24/7 monitoring, parts replacement, and support for a period of five years. A state contract cost of \$397,878.34 was determined through the RFQ process and funding is available through the Fiscal Year 2025 Capital Improvements Plan budget.

Staff recommends approval of the attached resolution.

PNP/md
ServerDSHrdwRepl-mem

Attachment

RESOLUTION

SERVER AND DATA STORAGE HARDWARE REPLACEMENT -

DELL COMPUTERS

WHEREAS, County staff has evaluated and recommends the replacement of server and data storage hardware after six years of service; and

WHEREAS, this hardware supports many primary software applications serving citizens and staff; and

WHEREAS, staff determined Dell Computers server and data storage systems met the technical requirements, service needs, and extended support; and

WHEREAS, a Request for Quotation from Dell Computers through the Virginia Information Technology Agency state contract provided the best pricing of \$397,878.34; and

WHEREAS, funding for the replacement of server and storage hardware was approved in the Fiscal Year 2025 Capital Improvements Plan budget.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of James City County, Virginia, hereby authorizes the County Administrator to execute the purchase contract for computer hardware with Dell Computers.

Ruth M. Larson
Chair, Board of Supervisors

ATTEST:

		VOTES			
		<u>AYE</u>	<u>NAY</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
_____ Teresa J. Saeed Deputy Clerk to the Board	NULL	_____	_____	_____	_____
	HIPPLE	_____	_____	_____	_____
	MCGLENNON	_____	_____	_____	_____
	ICENHOUR	_____	_____	_____	_____
	LARSON	_____	_____	_____	_____

Adopted by the Board of Supervisors of James City County, Virginia, this 25th day of June, 2024.

ServerDSHrdwRepl-res

Creating a Separate PK-12 School Division



A Feasibility Study and Transition Plan For James City County

***Submitted to the
James City County Board of Supervisors***

May 31, 2024



Acknowledgements

This study involved extensive research, data analysis, and critical thinking to arrive at the following report. Gaston Educational Consulting, LLC extends its gratitude to The County Administrator, Mr. Scott Stevens, along with the administrative leadership and staff of James City County (JCC), for their trust and confidence in our firm. Their support and collaboration were invaluable throughout the eight months needed to complete this report. They were proactive partners, supplying an abundance of data and documents for review and consideration.

The administrative leadership and staff of Williamsburg-James City County Public Schools (WJCC) under Dr. Olwen Herron and Dr. Dan Keever did a formidable and timely job of providing vital data and information for this study and responded to multiple requests and inquiries over its course. Their willingness to provide this data during what is normally one of the most hectic and busy times of the year with budget preparation was incredibly appreciated. We remain grateful to them for their dedication, professionalism, and focus.

The JCC Board of Supervisors deserve a tremendous amount of thanks and recognition through the preparation period of this study. Their questions, curiosity, and inquiries regarding the information that our firm shared with them at various stages in the research process defined what would ultimately provide them with a clearer understanding of their needs for governance and how they might strategically lead JCC through a deconsolidation process--should it occur--or negotiate a new joint service agreement to preserve a unified school division.

This report would not have been possible without the dedication and partnership of Dr. Lynda Byrd-Poller, who contributed significantly to the depth and rigor of this work. Her unique perspective, thorough research, and ability to push back when the obvious conclusions were simply not enough helped to shape much of this information. Her dedication to evidence-based practice and critical thinking has been instrumental in ensuring that our conclusions are robust, well-founded, and practical for implementation in real-world scenarios.

Additional contributors and colleagues who were valuable to this study also deserve countless thanks. From the Virginia Department of Education to local schools and divisions to associates and former colleagues with expertise and experience in legal, fiscal, and educational fields, there were many hours of conversation and discussion that shaped the information and recommendations in this study. Educators pride themselves in being strong collaborators and this could not have been possible without their generous gift of time, friendship, and support.

Table of Contents

	<i>Page</i>
Overview	5
Background to the Study	7
Purpose of the Study	9
The Joint Services Agreement	13
Student Enrollment Population	16
Student Performance Data	24
Deconsolidation Process	30
<i>Staffing A New School Division</i>	44
<i>Facilities and Operations</i>	56
<i>Financial Considerations</i>	58
<i>Preserving the Joint School Agreement Configuration</i>	64
Reflections and Conclusions	69

FIGURES		Page
Figure 1	<i>Student Population and Demographics</i>	22
Figure 2	<i>Deconsolidation Process Timeline</i>	30
Figure 3	<i>Reconfigured Superintendent's Senior Leadership Team</i>	46
Figure 4	<i>Current WJCC Organizational Chart</i>	48
Figure 5	<i>WJCC Teacher Vacancy for the 2023-2024</i>	51
TABLES		
Table 1	<i>WJCC Fall Membership Decline</i>	16
Table 2	<i>Special Education Population for James City</i>	18
Table 3	<i>Total WJCC Students by Grade, School, and Locality</i>	19
Table 4	<i>WJCC Bright Beginnings Historical Preschool Enrollment Data</i>	20
Table 5	<i>Bright Pre-K enrollment November 28, 2023</i>	21
Table 6	<i>Bright Historical 'Wait List' Data</i>	21
Table 7	<i>Special Education Population for James City</i>	23
Table 8	<i>Elementary and Middle Score Performance Data</i>	24
Table 9	<i>Secondary Student Performance Data</i>	25
Table 10	<i>Student Performance by Race</i>	27
Table 11	<i>Staffing Process</i>	45
Table 12	<i>Fall Membership of Like Divisions</i>	47
Table 13	<i>Staffing Guidelines</i>	49
Table 14	<i>FY24 Teacher School Staffing Allocations</i>	52
Table 15	<i>Class Size Ratios</i>	53
Table 16	<i>Building Capacity for James City County Schools</i>	56
Table 17	<i>Building Capacity for Williamsburg Schools</i>	56
APPENDICES		
Appendix A	<i>Student Performance Data</i>	74
Appendix B	<i>Organizational Chart of Comparable Divisions to WJCCPS</i>	75
Appendix C	<i>Cost Analysis of Construction of a New Middle School (2023)</i>	78
Appendix D	<i>Fairfax County and City of Fairfax School Services Agreement</i>	80
Appendix E	<i>May 22, 2022, WJCC Joint School Agreement</i>	99

Overview

The City of Williamsburg and James City County embarked on a partnership for their schools that resulted in the first joint service agreement of 1955. The goal was to establish an exemplary public education system as school divisions across Virginia and the nation were working to overcome the challenges of desegregation through socially conscious efforts. The joint school agreement was to be revisited and renegotiated every five years and was most recently reviewed and amended in May 2022.

Nearly 70 years later, we now face the possibility of considering what would happen if this successful partnership were to be dissolved as the City of Williamsburg has undertaken an independent study exploring the feasibility and potential of supporting a separate school division. This exploration stems from the City's 2023-2024 Goals, Initiatives, and Outcomes (GIO) strategic planning document that supports a feasibility study for consideration; specifically supporting the goal *to consider alternatives to the traditional K-12 education model for improved pathways to higher education and certificate programs through coordination with local institutions*. Their study was completed and presented to the City of Williamsburg's City Council on March 11, 2024, during their regular public meeting.

Since the inception of a joint school endeavor, Williamsburg-James City County (WJCC) Public Schools has been instrumental in shaping productive and successful citizens, both locally and beyond. The division has consistently performed and outperformed as one of the top school divisions across the Commonwealth and strives to live up to its mission of *pursuing excellence and championing the success of all students and provide each and every student with the knowledge, skills and values to be a lifelong learner, communicate, think critically, work and live productively, and contribute constructively to the lives of others*.

In response to the City's exploration and feasibility study of a separate school division, James City County's leadership sought the guidance of a seasoned school leader to advise and develop options that would support and guide their transition to a separate school division or preserve and strengthen the current consolidated configuration if this choice is exercised.

The information in this study represents a strategic analysis of the deconsolidation process outlining a potential transition plan and anticipated outcomes over the course of the process. Critical to this study and its conclusions is the commitment to uphold the values of excellence in education while navigating the significant and sometimes uncertain process of change that this separation could create for students, families, and the community.

The top priorities of any deconsolidation plan are to maintain educational excellence and ensure that the quality of education for which local schools are known remains strong through and after any potential separation process. The aim of this study has been to listen first to ensure that the work supports and preserves academic programs, extracurricular activities, and support services that contribute to and enhance student success.

Another priority has been to ensure that the deconsolidation process is conducted in a manner that promotes equity and inclusion for all students, regardless of their background, academic needs, or location within our community. If there are disparities noted in student performance, resources, opportunities, or outcomes between schools, they must be recognized and ameliorated.

Finally, precedence has been given toward minimizing any disruptions to the sense of community cohesion that has been forged and fostered over the years within the City of Williamsburg and James City County. Community building involves engaging stakeholders in transparent communication, fostering collaboration between the City and County, and preserving the positive aspects of the shared educational history while allowing for the potential of new independence of each locality and their schools. The students, faculty, and staff remain at the top of mind in all the recommendations and suggestions that are presented within this study.

Background to the Study

James City County (JCC) has a rich and distinguished history emanating from its founding, which coincides with the establishment in 1607 of the first permanent English settlement in North America at Jamestown, which lies within the County's boundaries. Located on the Virginia Peninsula with a population of approximately 80,000 residents, JCC boasts a robust economy that relies on tourism, education, and technology, claiming home to an Anheuser-Busch Brewery that has been in operation for 50 years, Busch Gardens Williamsburg Theme Park, four- and two-year post-graduate higher-educational institutions that include The College of William and Mary, located in the adjacent City of Williamsburg, the Virginia Peninsula Community College, and numerous private PK-12 schools. Williamsburg's tourist industry draws millions of visitors from around the globe each year to experience local, state, and national historical sites, such as the original Jamestown Settlement, Colonial and Civil War battlefields, and Colonial Williamsburg. James City County is a very desirable locality for its residents, particularly attracting significant numbers of retirees who settle in the area due to its location, enjoyable year-round climate, and access to strong medical and recreational services and facilities.

Williamsburg-James City County Public Schools (WJCC) is a unique educational system that was established in 1955 through a joint agreement that combined the separate school systems of the City of Williamsburg and James City County. Under this agreement, the public schools are governed by a seven-member school board consisting of five locally elected members from electoral districts within James City County and two appointed school board representatives from the City of Williamsburg. There are sixteen total schools within WJCC – nine elementary (PK-5), four middle (6-8), and three high schools (9-12) – that educate approximately 11,300 students. Of these students, roughly 90% reside in JCC, with the remaining 10% living in the City of Williamsburg. Three of the current division's sixteen schools exist within the boundaries of the City of Williamsburg – Matthew Whaley Elementary School, Berkeley Middle School, and James Blair Middle School. The system operates jointly under an agreement that has both localities sharing governance and fiscal operations of the schools under one division superintendent and central office administration that supervise all daily academic and operational duties.

On June 8, 2023, the City Council of the City of Williamsburg announced that it would conduct a feasibility study exploring the potential of establishing its own separate school system. Given its findings, the City would not consider implementing any of their study's potential findings, at the earliest, until the 2025-26 school year. The City of Williamsburg supported working with an independent consultant through the fall of 2023 to determine whether a PK-12 school division for the City could be sustained.

On July 25, 2023, the James City County Board of Supervisors adopted a resolution to facilitate the termination of the WJCC joint school contract between James City County and the City of Williamsburg on the County's behalf, effective at the beginning of the 2025-26 school year. Pending the outcome of the City's school feasibility study, JCC felt that it could be left with as little as 13 months of planning time if the findings of the City's feasibility study supported the formal dissolution of the current joint school agreement.

The JCC Board of Supervisors resolution to terminate the joint agreement provided up to two years for JCC to retain an outside consultant to work with the Board of Supervisors, the current school division administration and leadership, and community resources to identify all aspects of the joint school contract needing to be addressed for a smooth transition. The Board of Supervisors also left the opportunity open for consideration and negotiation of a new joint school agreement should the results of these studies conclude that a joint operational system, similar to what currently exists, benefits and serves its students and community. Continued communication and discussion with the City of Williamsburg and its leadership allowed for both localities to agree that any deconsolidation of the current joint school agreement would not officially take place until July of 2028.

Purpose of the Study

James City County partnered with Gaston Educational Consulting, LLC as the City of Williamsburg was commissioning their feasibility study on a separate school division. Facing the possibility of having to move from its current consolidated configuration with the City as the Williamsburg-James City County Public Schools, three overarching questions surfaced from the Board of Supervisors and County Administration:

1. How would the deconsolidation process work?
2. Who would be the major players in this process?
3. What would be the specific and feasible action steps and timeline to establish a separate James City County School Division should deconsolidation be a reality?

In addition to effectively establishing a projected timeline for the separation, additional questions and inquiries arose that also required consideration:

1. What action steps would be required and necessary to achieve this act of separation for JCC?
2. What state administration offices and/or Federal agency support would be required to facilitate and support a deconsolidation of the current joint arrangement?
3. How and when might a new JCC School Board need to be elected/appointed, chartered, and officially sworn in/seated?
4. When would a new Division Superintendent for a separate JCC school division be hired and the existing school buildings and division be ready to receive students in its new configuration?

This study relied upon the ability of the researchers to obtain copies of every document and data source related to the current operation of the existing WJCC school division, as well as additional budget data, building capacity studies, construction cost data and information, staffing data, School Board policy, enrollment projections, student demographic data, relevant sections of the Code of Virginia, transportation and operations inventories, and copies of current and past joint services agreements, as well as other agreements from consolidated divisions in Virginia. A complete scan of all information was completed in the initial stages of this study with both WJCC and County Administration offices ensuring that no stone was left unturned.

Once the data was gathered, the process of assessing and analyzing the information to provide responses to these overarching questions was the next important step in the research. A thorough review of this information provided Gaston Educational Consulting, LLC with the opportunity to take a deeper dive into the current state of the consolidated WJCC school division, with a focus on what a separate JCC school division might look like regarding factors such as, but not limited to, projected student enrollments, facilities, the chartering of a new school division, effects on attendance zones, a process for division of current property, and a projected timeline that would allow for the smooth transfer of JCC students to a separate school division with a minimum amount of disruption and premium transitional support.

More specific focus areas for this study centered around:

1. A review of all county and school division documents to determine governance considerations and options, timelines for elections, state and local election requirements, and all local, state, and federal requirements and procedures related to the establishment of a separate JCC school division.
2. Staffing and Human Capital data that would determine current and future staffing needs, levels of staffing, hiring and transfer procedures, policies and procedures related to these processes, and other vital considerations, such as pay scales, benefits structures, staffing needs and levels, organizational structures, and all other areas related to an efficient and empowered JCC school division workforce.
3. Administration positions and organizational charts for a new school division's executive leadership, as well as a potential site for the new JCC School Division School Board Office.
4. Facilities and usage data that would determine potential advantages, needs, and areas of potential concern regarding total building space and capacity for the remaining 13 JCC school buildings to include eight elementary, two middle, and three high schools.
5. A recommendation for a fair approach and process to determine attendance zone information based on new projected student enrollments for each JCC school building.
6. Recommendations for a fair division and transfer of transportation and operational resources between the City of Williamsburg and James City County as outlined in the joint services agreement.
7. Budgetary considerations that would be important in the transition to a separate school division, including construction and renovation costs, rebranding and signage, and any anticipated general shortfalls or savings that could be considered as the separate JCC school division comes online.

8. Projected and anticipated future student enrollment data with recommendations for anticipated future student enrollment growth and potential property available for future school construction to meet growth demands.

It must be clearly stated that the purpose of this study is not to provide data or recommendations that would support the separation of the current WJCC school division.

The components and recommendations for this study are presented as options to be considered only if the current WJCC School Board, the City of Williamsburg, and James City County decide to deconsolidate by voiding the current joint school agreement. Separate sections to this study provide focus on the joint service agreement and offer recommendations and suggestions to be considered by JCC should the localities decide to renegotiate a new joint service agreement.

Additionally, this report does not provide a detailed or projected financial analysis of anticipated and specific cost savings, surplus, or detailed financial data, as this could be considered information that may strongly influence a decision to separate or maintain consolidation by the separate governing bodies. Specific budgetary information and data was not the original purpose for this study; instead, James City County requested a complete transition plan that could provide a blueprint to navigate this process.

The section focusing on fiscal data will provide an overview of the current general proportional funding data used to create the WJCC consolidated and unified annual operating budget; however, all data is represented in current FY24 dollars making unreliable at best any potential or anticipated projections for a separation implementation date from 2025 to 2028 or beyond. The focus of this study firmly remains on the transition steps and processes in decoupling a consolidated school division.

Through discussions with the Virginia Department of Education (VDOE), it was confirmed that the combined operating budget data for the City of Williamsburg and James City County – both of whom possess decidedly unique budgetary component data – would require VDOE Finance officials to reconfigure and recalculate important and vital allocations for budgetary allocations to two new and separate school divisions, most notably staff allocations for the Standards of Quality (SOQs). Without clear process and guidance available until a firm decision to deconsolidate the current joint school division is rendered, accurate and projected budgetary data such as these could not be accurately verified and provided.

This study does provide a thorough assessment of the current state of the school division, encompassing its organizational structure, strengths, challenges, and operations, anticipated costs associated with the decoupling of schools, transaction and transition expenses, asset transfers, and determination of key needs in human resources.

Important milestones, such as establishing new administrative structures, reallocating resources, and implementing policies and procedures are integral components to a successful plan. Because of this intricate choreography between the two localities, a large amount of patience and trust in the process of deconsolidation will be important.

The timelines for transition in this study are based on the target date of 2028 for both localities to begin their separate inaugural years. Transition plans in this study could carry this date to 2030 or even beyond when factoring in additional actions from VDOE or the process to divide the tangible property that currently exists under the consolidated system. For this reason, the timelines presented in this study need to be looked upon as only potential targets due to the process of various approvals and the untested process of deconsolidation.

This report represents the best prediction of the various steps and stages that could be involved in separating WJCC if this is the decided action; however, it should be noted that the information in this report will not necessarily be the actual final process, as there is no solid guidance currently offered by the Code of Virginia. It remains a best prediction as to what might be anticipated as it is outlined in current available information.

WJCC is considered unique in its configuration as a joint school division. The terms “deconsolidation”, “separation”, “decoupling”, “deconstructing”, or the like will appear throughout the report. While section 22.1-25 of the Virginia Code speaks generally to the “division” or “consolidation” of school divisions, it must be noted that WJCC is unique in how it brings together two distinct localities for the purposes of educating our students.

Despite the separation of two enjoined localities under one joint school division, the deconsolidation process must remain a collaborative process between the City and the County, with each step dependent upon the actions of the other in carefully planned and woven action steps that collectively work toward achieving the goal of establishing two separate school divisions at a mutually determined and agreed upon year.

The Joint Service Agreement

In the Commonwealth of Virginia, public school divisions are typically associated with counties, independent cities, or incorporated towns with funding and operational services provided by these local entities. The Code of Virginia specifies the conditions for the establishment of school divisions across the state under [Chapter 4 Section 22.1](#). The Virginia Board of Education (VBOE) has the specific authority to divide the Commonwealth into school divisions by geographical area and school-aged population that can support the standards of quality required under [Article VIII Section 2 of the Constitution of Virginia](#).

Under [Section 22.1](#), the VBOE can also approve joint or regional school divisions. The Board of Education can approve the consolidation of a school division in Virginia based on criteria outlined in this Code section; however, prior to reaching the Board of Education, both the local school boards and the local governing bodies must support the consolidation. The Board of Education reviews the consolidation plan, determining whether the joint effort would fully sustain the Standards of Quality and benefit the students that the new joint school division would serve. If the Board of Education does not feel that the new consolidated school division is in the best interests of children in that locality, they reserve the right to reject the petition from the local governments to consolidate the schools.

Most recently, the Virginia Board of Education approved a school division merger on July 1, 2023, with the Alleghany-Highlands Public Schools in Low Moor, Virginia, combining the local districts in Covington City and Alleghany County. Other joint services agreements around the Commonwealth include Fairfax City and Fairfax County Public Schools, the city of West Point and King William County, and Greenville County Public Schools and the City of Emporia.

While the Code of Virginia is specific and detailed in providing guidance and structure to the consolidation process, the Code of Virginia does not provide the same level of guidance outlining the process for enjoined school divisions wishing to nullify an existing joint school agreement. A school division cannot be divided or consolidated without the consent of its School Board and the governing body or bodies of the county or city that is affected. The deconsolidation of a joint school division is not a normal course of action that would be considered lightly in any decision-making process and, as such, would require separate and careful consideration by the Virginia Board of Education if initiated.

Per the Code of Virginia, should the City of Williamsburg and James City County desire to deconsolidate their current joint school division, the local WJCC School Board would first need to vote in favor of the dissolution of the joint school agreement. Both the City of Williamsburg's City Council and the James City County's Board of Supervisors would then also need to vote in favor of dissolving the joint agreement.

A petition for deconsolidation confirming the votes of these three separate bodies would then be forwarded to the State Superintendent of Public Instruction for Virginia. The State Superintendent must then notify both the Virginia Board of Education and every one of the 140 elected officials in the General Assembly of Virginia of the localities' desire to deconsolidate the school division. The Code of Virginia § 22.1-25 specifically states:

no change shall be made in the composition of any school division if such change conflicts with any joint resolution expressing the sense of the General Assembly with respect thereto...adopted at the session next following January 1 of the year in which the composition of such school division is to be changed.

In determining whether the deconsolidation of a joint school division would be supported, the Virginia Board of Education considers the same criteria used to determine a consolidation, focusing on whether the separate school divisions would be able to fully support the standards of quality. Specifically, [Section 22.1-25](#) of the Code of Virginia names the following criteria for the Board of Education to consider:

- a. The school-aged population of the proposed school division;
- b. The potential of the proposed school division to offer comprehensive programs to kindergarten through 12th grade per the standards of quality;
- c. The potential of the proposed school division to promote efficiency and economy in school facilities and school personnel;
- d. Anticipated increase or decrease in school-aged population;
- e. Geographical and topographical features related to student transportation and access; and
- f. The ability of the proposed school division to meet the standards of quality with their own resources and facilities or in cooperation with another school division.

In the case of any joint school agreement, once the existing agreement is nullified, the unified school division and its school board cease to exist. Each locality that previously belonged to the consolidated system is then charged with establishing an entirely new and separate school division. [Section 22.1-35](#), [22.1-38](#), [22.1-43](#) and [22.1-57.3](#) of the Code of Virginia outline the processes involved in appointing a school board selection commission – a local body consisting of an appointed member from each local election district serving in a paid capacity. Working with the commission, the locality then determines whether the new school board will be an elected or appointed body, the terms of office, and whether the members terms of office will commence on January 1 or July 1.

In the 1995 special election, James City County voters decisively opted to transition the method of selecting the School Board from appointment by the School Board Selection Commission to direct election by the constituents. The vote tallied 9,342 in favor and 2,899 against. Each of the five members of the James City County delegation to the WJCC School Board would reside in and represent the same election districts created for the election of the five members of the JCC Board of Supervisors. Consequently, the School Board members would also serve staggered terms that mirrored the Board of Supervisors.

The latest revision to the contract governing the collaborative school operations between the City of Williamsburg and James City County, dated May 24, 2022, saw an update in section three, specifically concerning School Board Membership. The amended section now states:

Effective July 1, 1993, City's School Board shall consist of two (2) members and County's School Board shall consist of five (5) members. The two School Boards shall serve as one Board for all decisions regarding operation of the joint school system including the hiring and firing of the superintendent; provided, however, that the approval of the annual budget, all capital improvement projects, and the hiring of the superintendent shall require the affirmative vote of five (5) of the seven (7) members of the School Board.

Section 2 of the May 24, 2022, revision also amends the Termination of the joint agreement with the following language:

Either the Williamsburg City Council or the James City County Board of Supervisors may elect to terminate this contract at any time by giving written notice to the other. Unless City and County shall agree otherwise, termination shall become effective at the close of the school year next following the school year during which notice was given.

The agreement continues by stating that in the event of termination the City shall have one hundred percent (100%) equity in all school facilities located within the City's corporate limits and the County shall have one hundred percent (100%) equity in all school facilities located in the County; provided that the non-situs locality shall have an equity interest in any real property located in the other locality which was used for school purposes, *equal to all capital contributions made by the non-situs locality for the erection or improvement of buildings on such real property subsequent to July 1, 1997.* The City also relinquished all equity interest in Matoaka Elementary, Hornsby Middle, and Blayton Elementary effective November 1, 2006. As mentioned above, Matthew Whaley Elementary School, Berkeley Middle School, and James Blair Middle School all exist within the locality of the City of Williamsburg.

As with any termination of a joint agreement, the real property acquired and owned by the School Board will also require valuation and division, which is a process that can take considerable time and effort as both localities work collaboratively – preferably through a neutral third-party entity – to identify all property, including but not limited to school buses and vehicles, furniture, tangible equipment, instructional materials, and custodial supplies. These items, along with the remaining values and ownership interests that are invested in the school buildings, would go through this process to ensure that a fair transfer of property takes place at an agreed-upon and fair market value.

Student Enrollment Population

Enrollment and Demographic Data

Nationwide, basic K-12 enrollment has decreased by roughly 2% post-COVID (Golulas, 2024). Public school enrollment experienced a dramatic decline during the pandemic, and educators remain uncertain about the patterns of decline and student movement across schools since then. Goulas (2024) conducted a study using newly released enrollment data from the National Center on Education Statistics for the 2022–23 school year. This study compared the distribution of changes in public school enrollment since the COVID-19 pandemic to the distribution of pre-pandemic changes across the nation. The decline in student count can be seen in WJCC as well in Table 1.

Table 1:

WJCC Fall Membership Decline

School Year	Full-time Student Count	Part-time Student Count	Total Student Count
2018-2019	11,666	147	11,813
2019-2020	11,639	166	11,805
2020-2021	10,986	166	11,152
2021-2022	11,088	234	11,322
2022-2023	11,387	255	11,642
2023-2024	11,415	279	11,694

***Data from Fall Membership Statistics - The Virginia Department of Education (VDOE) annually collects statistics on the number of students enrolled in public school on September 30.*

Enrollment and student demographics significantly impact the services and programs offered within a school division, which in turn affect staffing, funding, and the configuration of educational services. Many public schools continue to show pandemic-related declines in enrollment. Since federal and state financial aid to public schools is typically proportional to student enrollment while costs remain relatively fixed, these declines may threaten the financial and operational sustainability of some schools (Goulas, 2024). Although trend data shows signs of enrollment recovery, understanding student enrollment and demographics is crucial in the deconsolidation process.

The WJCC school division is dedicated to ensuring student preparedness and proficiency, with a steadfast commitment from its faculty and staff to every student, regardless of their place of residence. Instruction and services are provided without regard to locality with no visible distinctions provided to faculty and staff indicating a student's jurisdiction. WJCC Public Schools remain devoted to educating all children within the division as a unified entity.

Consequently, all data within the division is disaggregated and reported based on individual students, irrespective of their residency. Each school division in the Commonwealth submits a fall Student Record Collection (SRC) report, which accurately enumerates all enrolled students across Virginia as of September 30th. The data presented in this study is derived from the September 30, 2023, SRC, unless stated otherwise.

Similarly, the Virginia State Standards of Learning data that is reported every year represents a combined student achievement report. While these reports separate student performance by grade level and subject test by various subgroups and categories for state and federal reporting requirements, these annual data sets represent the total combined student performance of the division. For the purposes of this study, the student data for James City County students was separated from the larger combined reporting data to provide context.

Every year, the Virginia Department of Education (VDOE) gathers data on student enrollment in public schools as of September 30. This report, referred to as Fall Membership, is provided by every school in Virginia that has students officially enrolled. The data collection is conducted at the student level and ensures that only one active record per student is included within the state. Based on the Fall Membership report at the Virginia Department of Education (VDOE), the student population for the current joint school division for the 2023-2024 academic year was reported as 11,694 to include all students across the division as shown in Table 1. Full-time students are students, age 5 or before September 30 up to the age of 18; a child with disabilities age 2-21; or a child of limited English proficiency who entered a Virginia school after age 12 but is not yet 22, who receives all educational services from WJCC. A part-time student according to VDOE is a non-public school student who takes one or more classes in a public school, or a student enrolled in a public school on a less than full-time basis.

The student population and their residence drive everything from bus routes to personnel to programming at each school. Enrollment also has significant financial implications for the division, including the allocation of revenue from federal, state, and local revenue sources, resources, funding distribution, and budget adjustments for each new division. Staffing decisions will impact the overall budget and ensure financial sustainability for a newly formed school division, especially when assessing how the current staffing composition of the combined division, including the number of teachers, administrative staff, support staff, and other personnel, might shift with deconsolidation. Once budget allocations are determined, staffing can be reallocated for a new school division based on factors such as student population, geographic distribution, and organizational needs. A current enrollment breakdown in Table 2 provides a glimpse of how the student populations are currently distributed across the schools by locality.

Table 2*Full-time Student Count by School*

School Number	School Name	Full Time Count (All Grades)	Part Time Count (All Grades)	Total Count
40	Clara Byrd Baker Elementary	495	55	550
80	D.J. Montague Elementary	520	19	539
190	J. Blaine Blayton Elementary	495	78	573
201	James River Elementary	445		445
50	Laurel Lane Elementary	500	57	557
205	Matoaka Elementary	601		601
10	Matthew Whaley Elementary	454		454
70	Norge Elementary	607	70	677
203	Stonehouse Elementary	827		827
Total Elementary Population		4,944	279	5,223
60	Berkeley Middle	665		665
25	James Blair Middle	520		520
191	Lois Hornsby Middle	807		807
100	Toano Middle	700		700
Total Middle Population		2,692		2,692
202	Jamestown High	1,233		1,233
90	Lafayette High	1,248		1,248
204	Warhill High	1,298		1,298
Total High School Population		3,779		3,779
Total Student Population		11,415	279	11,694

The student distribution across WJCC is represented in Table 3. This illustration presents an interesting perspective of how consolidation has allowed for unrestricted movement of City and County students to be educated in schools that remain outside of their locality's boundaries based on program needs and space considerations at each school. This data examines the 11,415 full-time student population by grade-level, school, and the locality in which they reside. This view of the student population shows that there are in the City of Williamsburg a total of 1,080 Students and in James City County there are 10,335 Students. This view of the student population is helpful in estimating the size and distribution of the student population when separated by locality.

Table 3:

Total WJCC Students by Grade, School, and Locality

Name	Locality	PK	KG	01	02	03	04	05	06	07	08	09	10	11	12	Total
JAMES CITY COUNTY																
Clara Byrd Baker	047	13	55	73	64	45	70	76								396
D. J. Montague	047		87	88	86	82	87	88								518
J. Blaine Blayton	047	23	71	69	92	80	91	67								493
James River	047		71	78	75	81	70	67								442
Laurel Lane	047	11	83	71	69	71	70	72								447
Matoaka	047		80	105	97	94	110	114								600
Matthew Whaley	047		19	24	17	21	20	20								121
Norge	047	31	70	106	98	92	100	105								602
Stonehouse	047		114	129	161	139	143	141								827
Berkeley	047								162	176	179					517
James Blair	047								133	165	161					459
Lois Hornsby	047								256	277	249					782
Toano	047								215	250	235					700
Jamestown	047											332	311	283	304	1230
Lafayette	047											225	275	241	227	968
Warhill	047											300	309	325	299	1233
WILLIAMSBURG																
Clara Byrd Baker	131	7	13	19	14	16	18	12								99
D. J. Montague	131				1	1										2
J. Blaine Blayton	131	1					1									2
James River	131				1		1	1								3
Laurel Lane	131	4	11	11	10	7	3	7								53
Matoaka	131				1											1
Matthew Whaley	131		58	50	63	50	50	62								333
Norge	131	1	1	1	1	1										5
Berkeley	131								42	59	47					148
James Blair	131								21	24	16					61
Lois Hornsby	131								6	10	9					25
Jamestown	131													1	1	2
Lafayette	131											82	78	66	55	281
Warhill	131											18	19	12	16	65

11415

131- City of Williamsburg 1,080 Students
 047- James City County 10,335 Students
 Division Total 11,415 Students

Given this factor, the deconsolidation process becomes slightly more complex. At the middle school level, 517 students in grades six through eight who attend Berkeley Middle School and reside in James City County constitute a significant group of students who will require the County to consider construction of an additional third middle school to handle capacity. In other cases, such as Lafayette High School, 281 students who reside in the City of Williamsburg will face a transition to a new high school if the deconsolidation is approved. Eleven preschool-aged children who reside in the City will also transition to a new school site within their locality's boundaries.

This data underscores the necessity for a transition plan that facilitates student movement across all grade levels. Transitioning between schools can be a significant, challenging, and sometimes traumatic experience for students. Preparing for this transition demands strategic planning, support, and a compassionate approach. Students and their families must be informed about the upcoming changes, introduced to the new learning environment, and gradually integrated into their new school to ensure a smooth start to the new school year.

Bright Beginnings

WJCC Bright Beginnings Preschool Program enrollment data illustrated in Table 4 presents an overview of the littlest learners in WJCC. Current school-based preschool services are collaboratively delivered to students ages two through five years in classrooms that blend children who are at-risk and who are identified with a delay or disability. While the program serves each child's needs, there is a strong family engagement component designed to help parents and family members support the unique developmental and learning needs of their preschool students. The program is housed among five elementary schools – all of which are in James City County – Clara Byrd Baker (CBB), James Blaine Blayton (JBB), DJ Montague (DJM), Laurel Lane (LL), and Norge (N) Elementary Schools.

Table 4

WJCC Bright Beginnings Historical Preschool Enrollment Data

Year	2014- 2015	2015- 2016	2016- 2017	2017- 2018	2018- 2019	2019- 2020	2020- 2021	2021- 2022	2022- 2023	2023- 2024
Total Enrollment	319	351	367	381	389	365	323	337	341	381
% SPED	55%	55%	61%	58%	65%	62%	55%	60%	56%	62%
#	176	193	224	221	253	226	177	201	192	234

In the spring of 2024, new construction was approved on a new developmentally appropriate, innovative, and inclusive campus site for preschool students. The new school is designed to provide a sensory rich, fully accessible facility for students in Bright Beginnings and will provide additional classroom space at the elementary level, and future expansion of the program as it grows.

It is estimated that the new preschool learning center will open 36 existing elementary classroom spaces for additional student enrollment across existing elementary schools in WJCC. Tables 5 and 6 provide enrollment information for the program. The addition of a new preschool center will allow for the elementary student population across the school division to be housed within a proper classroom space at each elementary site rather than in temporary learning cottages. Additional data of interest for the Bright Beginnings program is shown below in Tables 5 and 6.

Table 5

Bright Pre-K enrollment November 28, 2023

Locality	Active Students	Percentage	Number of students in the Eligibility Process	Number of students on Wait List
James City County	325	85%	30	43
Williamsburg	56	56%	7	10
Total	381	96.4%	37*	53

**Two of the (37) students in the eligibility process are Bright Beginning Students*

Table 6

Bright Beginnings Historical 'Wait List' Data

Year	Number of 'Wait List' Students
2017	95
2018	101
2019	112
2022	67
2023	53*

**There were (53) students on the wait list as of November 28, 2023, with (37) going through the Special Education eligibility process*

WJCC Schools offers school-based preschool services for children ages two (2) through five (5) that may be identified at-risk children with identified disabilities or developmental delays a 4-hour program. The program provides breakfast and lunch to preschool students and uses a VDOE state-approved curriculum (STREAMin3).

There are 31 classrooms in five (5) of the elementary schools [CBB, DJM, JBB, LL, Norge] for a total of 395 available seats. Opening one new early childhood special education classroom at JBB because of enrollment which would increase the populations to 32 classrooms and a total of 403 total seats.

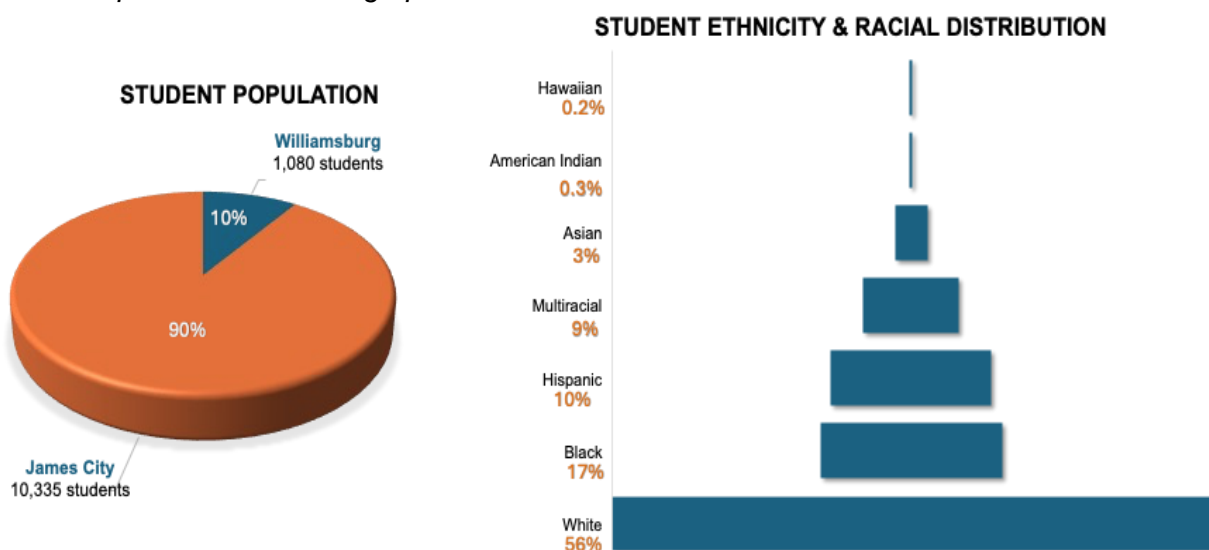
As PK students are moved into this new and dedicated PK space, this expanded classroom space will eliminate the need to construct a new elementary school to alleviate overcrowding in the County in the short-term future. The enrollment for Bright Beginnings would also potentially see additional open slots available to JCC students should the deconsolidation process gain approval, as it is likely that the preschool students who currently reside in the City of Williamsburg and who are currently enrolled in the program would attend a comparable program offered at a site located within the City of Williamsburg.

James City County Student Demographic Data

WJCC educates a total of 11,415 students as of fall 2023, with 1,080 or 10% of enrolled students residing in the City of Williamsburg and 10,335 or approximately 90% of enrolled students residing in James City County. The ethnicity and racial distribution of WJCC students who reside in James City County, as shown in Figure 1, is as follows: Hawaiian (0.2%), American Indian (0.3%), Asian (3%), Multiracial (9%), Hispanic (15%), Black (17%), and White (56%).

Figure 1

Student Population and Demographics



With a larger number of identified students who are eligible to receive special needs services, this data implies that in a separate school division, securing trained professionals, including teachers, teaching assistants, instructional and service specialists, such as speech and language pathologists, school psychologists, occupational therapists, and school social workers will remain a vital focal area. Additionally, facility and transportation costs, as well as instructional and support program costs will need to be considered.

Table 7 shown below documents the total number of students who are qualified to receive Special Education services. Within a total student body of 10,334 James City County students, 18% of learners are eligible to receive special education services. This figure remains higher than the statewide average for Virginia school divisions, which is currently at 14.3%. Among students in JCC who are eligible to receive services as an identified special needs student, the most predominant categories are Specific Learning Disabilities (31%), Other Health Impairments (21%), Autism (14%), and Developmental Delay (13%).

Table 7:

Special Education Population for James City
N = 1,860 Special Education Population

Category	Number of Students	Percentage
Multiple Disabilities	26	1%
Intellectual Disability	56	3%
Emotional Disability	58	3%
Speech/Language Impairment	232	12%
Developmental Delay	236	13%
Autism	271	14%
Other Health Impairment	397	21%
Specific Learning Disability	581	31%

**Categories of Orthopedic Impairment, Visual Impairment/Blindness, Hearing Impairment/Deafness, and Traumatic Brain Injury constituted 21 total students and are not reported in this data set due to potential identifier data.*

***Data from 2023 Student Record Collection*

Students identified as economically disadvantaged in Virginia qualify for this designation based on their eligibility for Free/Reduced Meals, are eligible to receive Medicaid, receive TANF, are Foster, Head Start, Migrant, or Homeless Students. In James City County, roughly 33%, or 3,514 students, are identified as economically disadvantaged. Free/Reduced Meals eligibility in James City County accounts for approximately 34% of the total student body, which includes a total of 3,571 students.

Roughly 6% of James City County students qualify to receive services as English Language Learners (ELL) at all levels of service for the program, which includes active regular service English learners to those students who were previously qualified for ELL services and remain in this status prior to exiting.

Students who are identified as Homeless must reside in a designated shelter, are doubled up in their living arrangements, or reside in a hotel or motel. The total rate of students in JCC who are designated Homeless under these definitions accounts for approximately 1.5% of total students.

Student Performance Data

The provided data table in Appendix A offers a comprehensive overview of student achievement scores across various subjects and grade levels, specifically focusing on the differences among demographic groups. This performance data is crucial to understanding the impact of educational policies and practices on student outcomes in the context of a deconsolidation processes. Deconsolidation, or the separation of previously consolidated school districts, can have significant implications for resource allocation, program offerings, and educational equity (Clotfelter, Hemelt, Ladd, & Turaeva, 2021). By analyzing achievement scores, we can better grasp how different student groups are performing, which is essential for planning effective educational strategies post-deconsolidation.

Examining student achievement scores will help identify areas where specific student groups may need additional support or resources. It also allows for a targeted approach in addressing educational disparities that may exist within a deconsolidated district. For instance, understanding how economically disadvantaged students or English Language learners perform compared to their peers can guide the development of tailored programs to enhance educational outcomes for these groups. Furthermore, achievement data can inform decisions about staffing, professional development for teachers, and the allocation of financial resources to ensure that all students have access to high-quality education.

Table 8

Elementary and Middle Score Performance Data

SOL Test	JCC	
	State %	Federal %
Grade 3		
Reading	90.33%	71.41%
Math	94.10%	78.47%
Grade 4		
Reading	88.94%	81.09%
Math	89.35%	81.09%
Grade 5		
Reading	86.46%	77.64%
Math	80.36%	70.67%
Science	73.17%	71.39%

SOL Test	JCC	
	State %	Federal %
Grade 6		
Reading	79.72%	72.46%
Math	80.76%	72.54%
Grade 7		
Reading	84.48%	78.81%
Math	80.36%	71.07%
Grade 8		
Reading/Writing	76.29%	79.22%
Math	80.00%	69.10%
Science	76.95%	72.66%

A closer look at student performance by grade-level is depicted above in Table 8. The SOL test scores for JCC students consistently outperform the state and federal averages across all subjects and grade levels which indicates strong academic performance and effective educational strategies within the district. In Grade 3, JCC students have notably

high achievement rates in both Reading (90.33%) and Math (94.10%), significantly exceeding the federal averages of 71.41% and 78.47%, respectively; suggesting that foundational literacy and numeracy skills are being well-established in the early grades.

Finally, while JCC's Science score in Grade 5 (73.17%) is slightly above the federal average (71.39%), it is lower compared to the Reading and Math scores. High Reading scores throughout Grades 3 to 5 demonstrate robust literacy programs in a similar manner, the strong math scores across all grade-levels suggest the use of effective mathematics curriculum and instructional techniques. Their performance indicates a potential area for improvement to ensure students are equally strong across all core subjects. Slightly lower Science scores suggest an area for potential improvement to match the high achievement seen in Reading and Math.

At the secondary level, strong academic achievement continues. JCC students demonstrated strong performance in end-of-course (EOC) exams across the various subjects as depicted in Table 9 below. Scores of 85.17% in Algebra I, 89.13% in Geometry, and 92.67% in Algebra II were particularly high, significantly exceeding the federal averages just like those at the elementary level. While JCC performs well in Biology (82.31%) and Earth Science (76.06%), Chemistry scores are slightly lower at 75.00%. Despite this, Biology scores remain above the federal average, showing a strong performance in life sciences.

Table 9

Secondary Student Performance Data

EOC	State %	Federal %
<i>Reading/Writing</i>	83.32%	91.48%
<i>Algebra I</i>	85.17%	92.51%
<i>Geometry</i>	89.13%	97.65%
<i>Algebra II</i>	92.67%	97.17%
<i>Earth Science</i>	76.06%	
<i>Biology</i>	82.31%	75.37%
<i>Chemistry</i>	75.00%	

On-Time Graduation Rate		
	JCC	
<i>State = OGR</i>	State %	Federal %
<i>Federal = FGI</i>	93.33%	90.72%

The State On-Time Graduation Rate data is based on students who earn an Advanced Studies, Standard, or Applied Studies diploma within four years of entering high school as a ninth-grade student. The Federal On-Time Graduation Rate shows the percentage of students as a cohort who earn an Advanced Studies, Standard, or IB Diploma within four years of entering high school as a ninth-grade student.

State On-Time Graduation Rates for Hispanic (83.17%), Economically Disadvantaged (85.25%), and English Learners (70.59%) were lower than their peer subgroups. Federal On-Time Graduation Rates for Black (82.61%), Hispanic (81.10%), Economically Disadvantaged (79.42%), English Learners (64.71%), and Students with Disabilities (74.53%) remain below their subgroup peers. The overall State On-Time Graduation Rate for JCC students is 93.33% and is above the Federal Indicator of 90.72%.

Disaggregating performance data by race and ethnicity can be a sensitive matter but it helps identify achievement gaps among different student groups, ensuring no group is overlooked. Understanding the specific needs of each subgroup allows for tailored interventions, promoting equity in educational opportunities. Tracking progress and trend data of minority and disadvantaged groups can help division leadership assess the effectiveness of programs and policies that aim to support students and provide the academic and social scaffolding they need to be successful.

Subgroup performance, as shown in Table 10, depicts Asian students consistently outperforming their subgroup peers, except for Earth Science, which saw a score lower than the JCC student average for this subject. Performance for White students remained the second highest overall subgroup, with Chemistry showing the lowest achievement performance at the secondary level. While overall achievement remained notably strong, general subgroup performance for Black, Multiracial, Hispanic, and Economically Disadvantaged students showed notable deficits in performance.

Black students performed consistently lower when compared to other racial groups; only showing achievement in Algebra II and Third Grade mathematics. Notable disparities are also seen in subjects like Grade 5 Math (62.41%), Grade 8 Science (46.59%), and EOC Biology (51.90%). Third Grade Reading and Mathematics, and Algebra I and II were among the strongest performing SOL tests for Black Students from James City County.

Hispanic students in Third and Fourth Grade showed strong achievement levels in Reading and Mathematics. Fourth Grade Mathematics, overall Eighth Grade performance in Reading/Writing, Mathematics, and Science, and end-of-course Earth Science saw notably lower SOL achievement scores, as well as the overall score for Science for Hispanic students.

Multiracial Students in JCC posted solid scores through the SOL tests to Fifth Grade but were not as strong in Eighth Grade Reading/Writing and Science. Chemistry remained notably lower for end-of-course tests at the secondary level, with overall performance in Reading and Science also showing potential for improvement.

Table 10*Student Performance by Race*

SOL Test	Asian		Black		Hispanic		Multiple Races		White	
	State %	Federal %	State %	Federal %	State %	Federal %	State %	Federal %	State %	Federal %
Grade 3										
<i>Reading</i>	89.47%	65.00%	78.40%	57.94%	91.59%	59.82%	87.67%	67.12%	94.24%	79.80%
<i>Math</i>	100.00%	76.19%	83.74%	57.94%	91.82%	69.03%	93.06%	77.78%	97.76%	87.53%
Grade 4										
<i>Reading</i>	100.00%	86.36%	75.37%	65.29%	91.60%	70.19%	81.82%	75.71%	92.87%	89.18%
<i>Math</i>	100.00%	90.91%	73.88%	55.37%	89.72%	71.43%	87.67%	81.43%	93.79%	90.60%
Grade 5										
<i>Reading</i>	92.00%	86.96%	75.86%	60.00%	87.74%	67.01%	83.78%	72.06%	89.66%	86.17%
<i>Math</i>	89.47%	88.24%	62.41%	42.40%	79.61%	65.26%	83.58%	68.33%	86.65%	82.41%
<i>Science</i>	90.48%	86.36%	49.62%	48.51%	61.80%	55.56%	72.46%	72.46%	82.40%	81.60%
Grade 6										
<i>Reading</i>	95.45%	94.74%	57.34%	45.00%	80.00%	63.11%	73.85%	67.74%	86.53%	82.78%
<i>Math</i>	92.00%	86.36%	68.59%	52.70%	68.50%	54.40%	76.39%	74.24%	88.16%	82.74%
Grade 7										
<i>Reading</i>	100.00%	85.00%	75.66%	65.47%	77.78%	65.05%	78.05%	75.32%	89.62%	86.92%
<i>Math</i>	100.00%	80.00%	69.67%	50.00%	82.14%	68.00%	73.68%	64.71%	84.67%	81.39%
Grade 8										
<i>Reading/ Writing</i>	86.54%	85.19%	53.60%	58.73%	66.46%	59.09%	65.52%	64.91%	84.91%	90.09%
<i>Math</i>	94.44%	78.95%	72.03%	49.56%	73.56%	54.02%	71.19%	67.92%	85.81%	80.27%
<i>Science</i>	88.89%	82.14%	46.59%	44.80%	55.56%	47.13%	69.44%	71.43%	89.43%	84.93%
EOC										
<i>Reading/ Writing</i>	84.00%	90.48%	65.83%	78.69%	83.74%	83.33%	75.00%	91.67%	88.85%	95.94%
<i>Algebra I</i>	96.77%	90.91%	75.34%	84.42%	77.70%	90.00%	84.21%	97.14%	89.79%	94.16%
<i>Geometry</i>	94.12%	100.00%	77.19%	92.00%	80.49%	93.75%	89.09%	93.94%	91.89%	98.84%
<i>Algebra II</i>	100.00%	100.00%	83.33%	100.00%	90.91%	100.00%	100.00%	100.00%	91.74%	96.43%
<i>Earth Science</i>	71.43%		45.45%		65.91%		89.47%		86.81%	
<i>Biology</i>	86.67%	81.25%	51.90%	53.47%	75.29%	63.08%	83.33%	76.00%	90.52%	83.06%
<i>Chemistry</i>	100.00%		0.00%		100.00%		50.00%		72.73%	

Economically Disadvantaged students in JCC encountered challenges with the Fifth Grade Science SOL test. Sixth Grade Reading and Math, Eighth Grade Reading/Writing and Science, Earth Science, Biology, and Chemistry, and overall Science performance on the SOL tests also remained notably lower for this subgroup.

English Learners posted strong academic achievement in Third, Fourth, and Fifth Grade Reading and Mathematics with Fifth Grade Science scores trailing behind. Sixth Grade Reading and Math, Seventh Grade Reading, and all three subject tests at Eighth Grade also showed deficits for this subgroup. End-of-Course tests in Earth Science and Biology were noticeably lower when compared to their subgroup peers; however, Algebra II and Chemistry saw English Learners posting a 100% pass rate for each SOL test.

Finally, Students with Disabilities saw noticeable decreases in their achievement and performance levels from Fifth through Eighth Grade across all subject area tests. Overall achievement scores for end-of-course SOL tests at the secondary level were also the lowest posted scores among any subgroup category for this testing year.

The achievement data shows promise for students in JCC and provides clear evidence to support programmatic support in the deconsolidation plan that ensures curriculum and teaching methods are inclusive and cater to diverse learning needs. Additionally, the data supports the need to enhance cultural competence in teaching methods to better engage students of diverse backgrounds. Specific strategies like providing additional mentoring and tutoring to help bridge the gaps for diverse student backgrounds and implementing targeted support programs in areas with significant gaps, especially in Math and Science will help the deconsolidation team secure the resources, funding and support needed to raise the achievement levels of all students including those from diverse backgrounds.

Athletic and Academic Teams Participation

Historically, JCC student athletes perform well in their academic pursuits. This is a large and special student group that is supported by the community, as athletic programs – and particularly successful ones - help to build community. The creation of a new James City County School Division does not bring any anticipated changes to the school division's current configuration and students' participation in the Virginia High School League (VHSL) and its organized team and academic competitions.

The VHSL organizes its member schools into six separate classifications that are based upon each school's Average Daily Membership (ADM) for students enrolled in grades 9 through 11. Every four years, these classifications are reviewed and reorganized to account for shifts in each school's ADM. From each classification and regional designation, member schools are grouped into separate districts for athletic competitions and scheduling.

Currently, WJCC schools participate in VHSL under two separate classifications. Lafayette High School sits in Class 3, which includes high schools with student enrollments between 587 and 800 students in grades 9 through 11. Warhill and Jamestown High Schools both compete in Class 4, which carries student enrollments between 900 and 1,200 students in grades 9 through 11.

All three current WJCC high schools compete within the Bay Rivers District, which includes the following high schools: Bruton (Class 2), Grafton (Class 3), York (Class 3), Tabb (Class 3), Poquoson (Class 2), New Kent (Class 3), and Smithfield (Class 4).

Consultation with VHSL confirms that a James City County School Division that retains all three current high schools will not change any future configuration within the VHSL. School ADM for each high school will only slightly adjust and can be targeted to remain at ADM levels for students in grades 9 through 11 that will allow the three high schools to remain either in Class 3 or 4 configuration and to also stay solidly competitive within the Bay Rivers District.

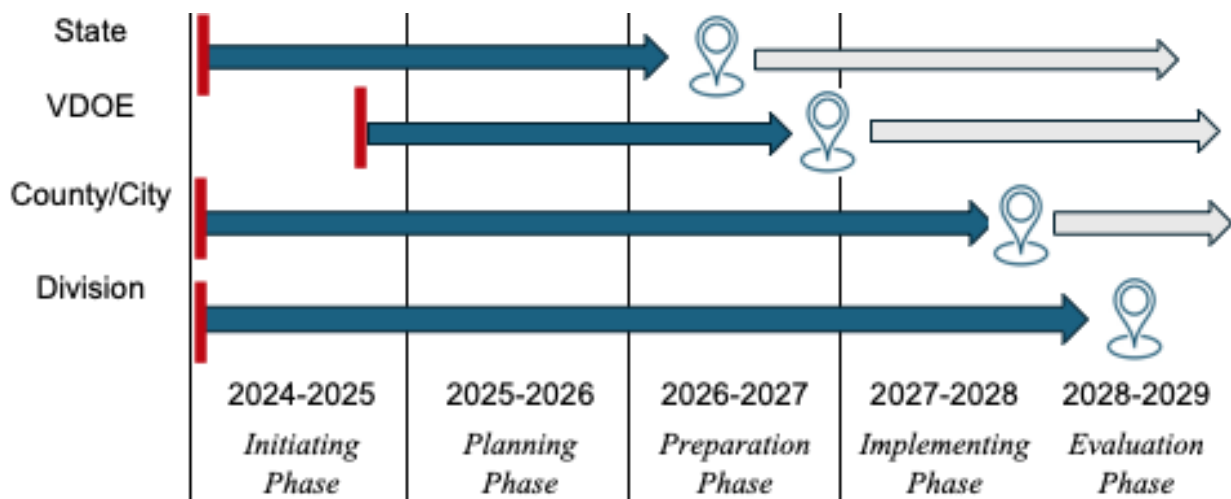
Rezoning plans would need to include VHSL classification and configuration in its criteria for redistricting. Additionally, VHSL eligibility rules confirm that students who are involuntarily transitioned because of redistricting will be fully able to participate in athletic and academic competitions when they begin at their new school. Seniors who request to remain at their former-zoned school to complete their four years at the same high school are also allowed to participate in VHSL sponsored athletic and academic teams and competitions, since they originally enrolled as ninth grade students at the school and remained there for all four years of their matriculation. Voluntary or requested transfer students are prohibited from participating in any VHSL- sponsored athletic or academic teams and competitions for 365 calendar days.

Deconsolidation Process

The decision to divest a joint school division involves numerous stakeholders from various levels of government and educational institutions. Subsequently, a detailed transition plan must be developed, delineating steps, timelines, responsibilities, and necessary resources for decoupling. The deconsolidation of a school division involves a series of phases to ensure a smooth transition from a single entity to two separate divisions. A general overview of the phases, seen in Figure 2, provides a tentative series of events that will occur; once a decision has been reached and agreed upon to deconsolidate the school division and nullify the joint agreement, the following timeline will require adjustments accordingly.

Figure 2

Deconsolidation Process Timeline



The **Initiating Phase** begins by identifying the need for decoupling, obtaining the necessary approval and support from relevant stakeholders, such as the school board, district administrators, government authorities, and community members. At the same time, a steering committee should be established to complete the decoupling process and coordinate activities across departments and divisions under the direction of the consultant.

In the **Planning Phase** a comprehensive assessment is conducted of the current state of the school division, including organizational structure, operations, finances, personnel, facilities, and programs (grants, collaborative agreements, etc.). Here, it will be important to define the scope, objectives, and timeline for the decoupling process, considering factors such as legal requirements, budgetary constraints, and logistical

considerations; identifying potential risks, challenges, and mitigation strategies to address uncertainties and minimize disruptions during the transition. During this phase, work to finalize a detailed project plan outlining specific tasks, responsibilities, and milestones for each phase of the decoupling process would be completed.

The **Preparation Phase** involves allocating resources, including personnel, funding, and support services, to support the decoupling process effectively and to communicate with stakeholders regarding the upcoming changes, including staff, students, parents, community members, and other relevant parties. It will be important to establish mechanisms that solicit feedback, address concerns, and provide information and support to stakeholders throughout the decoupling process. In this phase, it will be vital to work closely with the marketing and public relations and school leadership to prepare documentation, such as legal agreements, policies, procedures, and communication materials, to facilitate the transition and ensure compliance with regulations and guidelines. This phase would also involve coordinating with relevant departments and divisions to ensure alignment of efforts and minimize disruptions to operations – testing systems, processes, technologies, bus runs, etc. During this phase a series of hiring and training to facilitate a smooth transition and ensure a full understanding of new roles, responsibilities, and expectations will also begin.

This final phase is critical as it provides the foundation upon which everything else will be built. The preparation phase must be solid and done in collaboration with multiple stakeholders currently in the new school division with the information and expert power needed to build an accurate and sturdy foundation.

In the **Implementation Phase** activities outlined in the project plan, including restructuring organizational units, reallocating resources, and implementing new policies and procedures will be executed. During this phase progress monitoring against established milestones and adjusting plans as needed to address emerging issues or changing circumstances will be important. Training, support, and guidance will continue to be provided through this stage to ensure that staff have the capacities necessary to successfully accomplish the goals.

The final stage is the **Evaluation Phase**. The evaluation phase is equally important because it allows for the assessment of the effectiveness of the decoupling process in achieving its objectives and delivering desired outcomes for the students and community. During this final phase, feedback is gathered from stakeholders about their experiences during the transition and identify lessons learned for future improvement. The findings, during this phase, will help to identify areas for further refinement or optimization and support continuous improvement efforts within the new James City County School division.

Effective planning, preparation, and implementation are dependent on the collaboration of leaders and staff at various levels of state, local and school division to ensure a smooth transition.

Tentatively, James City County and the City of Williamsburg have set 2028 as a targeted transition date if the joint school agreement is dissolved. The four years that mark this transition period will be focused on myriad activities that include building construction and renovation, the selection and seating of two new school boards, the hiring of two new division superintendents, the hiring of faculty, staff, and administration, and the negotiations that will be necessary to ensure that the terms of the former joint school agreement and its division of property and assets are honored.

The timeline for transition in James City County would commence in 2025 with the Board of Supervisors soliciting bids for construction of a new middle school. Throughout this year, work with the Virginia Board of Education and the Virginia Department of Education will also determine whether each proposed new school division would meet the required criteria outlined in the Code of Virginia.

Since the James City County School Board is currently established as an elected body with its members representing the established election districts, one potential and recommended action would be for JCC to petition the Virginia Board of Education to allow the five current members of the JCC School Board to remain in their current elected positions. The last revised version of the joint school agreement, dated May 24, 2022, states:

Effective July 1, 1993, City's School Board shall consist of two (2) members and County's School Board shall consist of five (5) members. The two School Boards shall serve as one Board for all decisions regarding operation of the joint school system including the hiring and firing of the superintendent, provided, however, that approval of the annual budget, all capital improvement projects, and the hiring of the superintendent shall require the affirmative vote of five(5) of the seven (7) members of the Board.

With the delineation of the School Boards embedded in the language for each locality specified in the joint school agreement, petitioning the Virginia Board of Education to preserve the current James City County School Board members could potentially provide a major opportunity to streamline the transition process for James City County through the four-year transition period. If approved, the current James City County School Board members would seamlessly transition to become a new James City County School Division and immediately begin work on building construction, redistricting, and the hiring of a new superintendent for the division. School Board member's staggered elected terms would also be upheld as part of the petition to allow the JCC School Board to maintain continuity in the established election cycles.

While there is no legislation or code section that specifies the exact process of deconsolidating a unified school division, [Section 22.1-25](#) of the Code of Virginia governs how school divisions are formed by the Virginia Board of Education. As previously shared above, this section of the Code of Virginia outlines items that the Virginia Board of Education is required to consider in the creation of a school division within a defined locality.

Conversations with the Virginia Department of Education confirmed that to date, and as recently as July of 2023, this section has provided guidance on consolidating school divisions for localities across the Commonwealth of Virginia. If two or more localities desire to separate from their established joint school agreement, the Virginia Department of Education would then need to establish a committee to review the process and determine how it would ensue. Based on the current criteria outlined in [Section 22.1-25](#) of the Code of Virginia, however, the following stages or steps can be anticipated to deconsolidate a joint school division, such as Williamsburg-James City County Public Schools. All these stages or steps are based upon the current consolidation process outlined in [Section 22.1-25](#) of the Code of Virginia.

[Section 22.1-25](#) states *no school division shall be divided or consolidated without the consent of the school board thereof and the governing body of the county or city affected or, if a town comprises the school division, of the town council*. Specific to the localities of the City of Williamsburg and James City County, the first step in this process occurs when the WJCC School Board and the governing bodies of each respective locality who participate in the joint school agreement by a majority vote on each Board move to dissolve the consolidated school division, which effectively nullifies the joint school agreement.

Prior to these separate votes, public information sessions, hearings, and citizen stakeholder input listening sessions would be important steps for each body to organize and undertake in order to ensure that the decision to decouple the consolidated school division would carry the support of each locality's citizens and school families. The final vote of each of these three separate governing bodies would be recorded, and notification of the decision from each respective body would be forwarded to Virginia's Superintendent of Public Instruction.

The Superintendent of Public Instruction is responsible for notifying receipt of these decisions on or before January 1 of the year in which the composition of the school division is to be changed to the clerks of the school board and the governing bodies involved in this process. Each member of the General Assembly is also notified by the State Superintendent of this decision on behalf of the localities.

If the local governing bodies vote in favor of the dissolution of the joint school agreement, the Virginia Board of Education must review the petition and apply the criteria outlined in [Section 22.1-25](#) of the Virginia Code to determine whether each locality could appropriately support a separate school division within their jurisdictions.

Through these opening stages of the deconsolidation process, it must be emphasized that both the WJCC School Board, the James City County Board of Supervisors, and the City Council of Williamsburg would all need to indicate their support for dissolution of the consolidated school division by a majority vote to dissolve or discontinue the joint service agreement. Once notified by the State Superintendent for Public Instruction, the Virginia Board of Education would then apply the criteria outlined in [Section 22.1-25](#) of the Code of Virginia to determine whether the City of Williamsburg and James City County could

support and sustain a separate school division within their respective localities. In the event that the Board of Education does not find that either locality would be capable of fully supporting its own separate school division, the process of deconsolidation could be threatened.

Likewise, once the General Assembly has been notified of the action by the Superintendent of Public Instruction, any member of this legislative body may introduce legislation in the current General Assembly session to change the course of action.

[Section 22.1-25](#) of the Code of Virginia states:

no change shall be made in the composition of any school division proposed by the Board of Education if such change conflicts with any joint resolution expressing the sense of the General Assembly with respect thereto adopted at the session next following January 1 of the year in which the composition of the school division is to be changed.

The General Assembly would also work with the Virginia Department of Education and the Executive Offices to determine if any adjustments to the present Virginia state budget would be required, as well as if there were any jurisdictional issues that they would need to consider with either locality to allow for the deconsolidation of the schools and the requirements to establish two separate school divisions within their localities.

If all governing and legislative bodies agree that deconsolidation of the joint school division should be approved, the Virginia Board of Education would have the authority under [Article VIII, Section 5 of the Constitution of Virginia](#) to designate each school division within each locality. The localities must have a plan outlining the procedures and schedule for the establishment of their new school division, school board representation, and the completion of the current terms of the current superintendent and school board member terms, as well as the terms for the appointment or election of the new school board representatives and evidence of local support for the proposed dissolution of the consolidated school division.

If all of these criteria are met, as well as any and all additional terms and procedures established by the Virginia Board of Education for the deconsolidation process, each locality would then have the ability to establish its own separate school division.

Separating Seventy Years of Consolidation

The process of uncoupling a joint school division originally established in 1955 is not an easy task. During the four-year span between 2025 and 2028 – with the latter year being the current designated target date for both localities to launch their separate school divisions – a considerable amount of collaborative and cooperative work between James City County and the City of Williamsburg must take place to allow for the single system of WJCC to become two established and separate school divisions.

The timeline for the primary tasks and considerations for deconsolidation presented below is by no means exhaustive; however, it identifies the major considerations that must be planned and accomplished in order for a separate JCC School Division to be established. Again, it is important to note that these action steps may only be put into action in the event that the vote to support deconsolidation on behalf of all local governing bodies, the agreement of the Virginia Board of Education through their required and applied criteria, and the support of the General Assembly are garnered.

Action Steps for 2024

- WJCC School Board, James City County Board of Supervisors, and City Council of Williamsburg conduct citizen and stakeholder listening sessions and hearing ahead of their vote regarding the deconsolidation of the current joint service agreement for WJCC Public Schools.
- Official notification of the decision of each body is formally presented in writing to the State Superintendent for Public Instruction at the Virginia Department of Education. If each governing body votes favorably toward the dissolution of the joint school agreement, the localities will need to establish an agreed target date for the deconsolidation and establishment of each new separate school division to take place.
- In addition to the notification supporting deconsolidation from JCC, the Board of Supervisors sends a separate petition to the Virginia Board of Education requesting that the five currently elected members of the JCC portion of the former WJCC School Board be permitted to retain their current seats and remain on their determined election cycles as a governance consideration for continuity. The rationale behind this request would be to provide for minimal interruption to the governance of the School Board and the education of JCC students.
- The State Superintendent for Public Instruction reviews the decisions from each local governing body and provides this information to the Virginia Board of Education and to each member of the Virginia General Assembly.
- The Virginia Board of Education deliberates and develops its review and decision-making processes in coordination with the Virginia Department of Education, ensuring that the criteria outlined in [§ 22.1-25](#) of the Virginia Code is satisfied. New administrative structures, reallocation of resources, policies, procedures, governance structures, funding, and support for Virginia's Standards of Quality (SOQs) will be factored both into the decision and any guidance documents that the Virginia Board of Education issues as a result of its decision through the Virginia Department of Education.

Considerations and Action Steps for 2025

The above steps shall be in process and completed through the remaining months of 2024, likely extending into the winter and spring of 2025. The General Assembly session convenes in 2025 for a 45-day session per the established odd-year calendar. During the 2025 legislative session, it will be important for JCC to work with elected members of the House and Senate to educate and inform members of the local decision to support deconsolidation and to address any inquiries that might arise regarding their local action plan and level of community support for school deconsolidation.

Should the Virginia Board of Education and General Assembly support the deconsolidation process, each locality will be granted the ability to establish its own separate school division based on their agreed-upon target date and action plan. [Section 22.1-25](#) of the Virginia Code contains information that would guide the process of establishing a separate school division in Virginia.

Interim Joint School Agreement

Based on the target dates for separation and the conditions established by the Virginia Board of Education, one option for consideration is an interim or temporary joint school agreement that will bridge the years between approval of the separation and the inaugural year for each new separate school division to be ready to receive students. An interim agreement would maintain the general fiscal, operational, and administrative functions of the current WJCC school division while each locality finalizes their action plans and steps for creating their separate divisions. Collaboration between interim school board selection commissions, County and City governing boards/councils, administrative teams from each local government, and guidance from the County and City attorneys and consultants, will produce a temporary governance agreement that outlines the responsibilities, anticipated deadlines, and requirements that each locality would follow through this transition period. The new interim joint school agreement ensures an uninterrupted educational experience for current WJCC students and their families. The agreement would include elements of each locality's transition plan, detailed target dates, milestones for establishing separate school boards, procedures for hiring interim and division superintendents, and general planning steps in the student transition process. Additionally, the interim agreement would incorporate the conditions and timelines for the deconsolidation process determined by the Virginia Board of Education and Virginia Department of Education.

Potential Considerations for Interim Planning

If a petition from JCC supporting the preservation of the JCC School Board is approved by the Virginia Board of Education, JCC School Board members would be sworn in to assume their new duties as the James City County Public Schools School Board. Working in collaboration and cooperation with terms and conditions established by the Virginia Board of Education, the new JCC School Board could be sworn in as early as

July 1, 2025, or January 1, 2026. The Virginia Board of Education could also choose to defer to a later swearing in date for the new JCC School Board that coincides with the timelines that establish the City of Williamsburg's School Board. This information would need to be coordinated and factored into the interim joint school agreement.

In the event that the Virginia Board of Education does not preserve the current James City County representatives to the WJCC School Board, [§22.1-38](#) and [§22.1-57.3](#) of the Virginia Code outlines the process required to select and establish a new, separate elected school board for James City County Public Schools. Working with the requirements established in this section of the Virginia Code and pending the time that the Virginia Board of Education renders its decision and conditions for deconsolidation, an aggressive process could establish new elections in 2025 coordinated with the County's established election cycles, holding fall 2025 elections for a new five-member JCC School Board for James City County to be sworn in on January 1, 2026. Again, however, this date might be delayed pending delayed action from the VBOE or VDOE.

If the new JCC School Board is seated in 2025, this body could begin work on the important tasks of hiring a new JCC School Division Superintendent, determining new policies for the JCC School Division, approving the design and construction of a new middle school, and developing an operating budget for FY26.

Establishing a New JCC School Board and School Division

A hiring process for a division superintendent can take between three to six months. Oftentimes, a school board appoints an interim superintendent to collaborate with the School Board as it goes through the selection and hiring process for a new division superintendent.

Additionally, the new JCC School Board would have the enormous task of establishing and developing policies for its new school division. A strong recommendation for this or any new school board would be to join the Virginia School Boards Association (VSBA) to benefit from policy and board training services. This is an important support that assists the new School Board and interim superintendent as they begin formulating the operating and governance agreements for the new School Board. The policy services from VSBA greatly simplifies the policy adoption process as it develops its policy manual.

The interim superintendent should also be given the opportunity and responsibility by the new JCC School Board to appoint an interim leadership team, consisting of chief financial, academic, human resources, and operations officers to oversee the daily work of the schools as they work through the transition process. It would be strongly advised that all current school principals, assistant principals, instructional and non-instructional personnel remain intact through this period until a new Division Superintendent is identified and hired. This hiring process can be completed through a transparent, stakeholder-driven, participatory process led by the JCC School Board and facilitated by the VSBA and its hiring services or a separate third-party firm that specializes in the hiring of school district superintendents.

Once the new JCC School Board and interim superintendent are sworn in, another important leadership action will be to open transparent lines of information and feedback with community stakeholders to begin a critical process of building relationships and gaining a clear understanding of stakeholder expectations and their vision for student achievement, academic and extracurricular programming, student support and educational opportunities for every JCC student. Focus groups, community listening sessions, and small, informal community coffee hours at accessible locations around James City County would be extended to invite and welcome community and civic leaders, faith house leaders, parents, students, and all identified stakeholders to engage in conversations around a standard protocol of questions that elicit valuable and valued feedback regarding the vision and mission of education in James City County. The information gathered through these sessions would be reviewed and summarized in a comprehensive report to the School Board and provided to the incoming Division Superintendent to serve as a building block of a new strategic plan created for the JCC School Division once the new Division Superintendent is named and sworn into office.

As the new Division Superintendent assumes leadership, this feedback document will also be important to introduce them to the community and help them develop a 100-day plan to listen, learn, and lead as a new school leader. The stakeholder listening session data would also assist the Division Superintendent and the new executive leadership team in developing goals, objectives, strategies, and key performance indicators for a new strategic plan that would provide them with a guiding NorthStar for the first five years of the JCC School Division.

Additionally, the policy manual, operating budget, capital improvement budget, and other key functional documents would be developed in conjunction and collaboration with JCC and Virginia Department of Education leadership as new fiscal metrics and calculations for the JCC School Division budget are identified and developed.

Cooperation and Collaboration Between Two Separate School Divisions

As the City of Williamsburg and James City County establish two separate school divisions, an interim joint school agreement outlined above would confirm and hold each locality to the agreed-upon target dates for deconsolidation and its stages or phases of transition, identify all tangible school property formally shared in ownership between the two localities, outline a fair and mutually agreed agreement for valuation and transfer, and establish, if required, extensions or modifications to any joint services instituted under the original joint school agreement for fiscal, staffing, or governance structures in a legally-binding document.

Additionally, any additional contracts, agreements, and regulations that governed the former joint school division would be reviewed, with the localities reaching agreement on their terms and requirements. Should the Virginia Board of Education require both localities to develop an interim joint school agreement to bridge this transition period, the agreement terms would include these details, including governance, transition

requirements, and other conditions imposed on the separate localities by the Virginia Board of Education and Virginia Department of Education.

The negotiation process involving the division of tangible property will be extensive and involved. Examples of tangible property included in this process would include, but not be limited to, technology hardware, furniture, school buses, operations vehicles, textbooks, and instructional materials. Joint services that might be considered would include, but not be limited to, an interim school board or joint operating budget or staffing plan bridging the transition period between 2025 and 2028 or until a separate school board and division is firmly established by each locality. Per this last item, it is critical that the localities work together to build a comprehensive unified transition plan with agreed timelines and action steps that provide their communities with a clear and transparent vision and plan for deconsolidation.

Additionally, this interim agreement should outline a process whereby the fiscal and capital improvement budget for schools that lie within the City of Williamsburg's jurisdiction are systematically transitioned under a gradual or phased plan that incrementally increases capital improvement costs for the City's new schools on a percentage basis each year over a three- or four-year transition period. This will allow the City of Williamsburg to systematically and slowly integrate these expenses into their operating budget as they assume control and responsibility for the general upkeep and maintenance of these structures.

According to the May 22, 2022, joint school agreement, once the agreement is terminated, the City will have one hundred percent (100%) equity in all school facilities located within the City's corporate limits and the County will have one hundred percent (100%) equity in all school facilities that are located within the County. Through this four-year interim period of 2025 to 2028, the assets of the former WJCC School Division would be reviewed to determine the value of all real property by an independently hired third party firm that would fairly determine these values and how this property should be allocated to each locality according to the joint services or other legal and financial agreements and records that existed between the two localities.

A fiscal review process should be very collaborative and engaged, involving the financial offices of both localities, the financial officers of each school division, City and County administration, and governing boards working with a separate neutral third-party firm that will identify, guide, and recommend the specific properties or percentages of each property and their value that will require reallocation. All assets, liabilities, and additional funds owed by one locality to the other as dictated by the former WJCC joint school agreement and any other legal agreements, would need to be included in this valuation and negotiation process.

Student Transition

As each new School Board, Division Superintendent, leadership team, and other key personnel are identified and hired, the interim school agreement will also outline and identify a comprehensive and coordinated process to transition students into their new schools. The James City County School Division will need to engage in an elementary and secondary redistricting process for all its students as it loses upwards of 1,000 students in grades preschool through 12 who were formerly enrolled in the WJCC school division.

Once the JCC School Board, Division Superintendent, and administrative team are established, guidance for this process would be developed and established through a Division Transition Team (DTT) composed of key stakeholders including, but not limited to, families, students, teachers, staff, administration, and community members. Each individual school site would develop a similar School Transition Team (STT) charged with taking guidance documents and information developed by the Division Transition Team and translating it into action steps at each school site.

Externally, the JCC DTT would coordinate with its counterpart team from the City of Williamsburg's school division, collaborating with external consultants and advisers as needed, to review and monitor progress on the joint school transition plan. If an interim joint school agreement extends joint governance, a joint DTT with stakeholders and participants from both localities would oversee this important work.

These teams would also have the responsibility of generating important community communication to stakeholders to ensure that information such as deadlines, action steps, and transition targets are provided to the public through a variety of media channels. Additionally, the DTT will support the interim superintendents and Division Superintendents and the leadership teams of each locality in identifying resources, timelines, and expectations required for governance, finance, facilities, human resources, curriculum and instruction, and student services as the transition process moves forward.

A Transparent Redistricting and Transition Process

Without question, redistricting can be an extremely challenging and emotional process in any community. A procurement process designed to identify and hire a neutral third-party firm to facilitate this delicate and complex process should be enacted. Once the procurement process identifies and selects the partner firm, the redistricting process—which would likely run through the period of 2026 and 2027—will consist of two distinct phases.

The first phase focuses on the internal student transition process specific to James City County and its redistricting process. The City of Williamsburg will not undergo a rezoning process; however, students residing in the City of Williamsburg and who are enrolled in James City County schools at the time of the dissolution of the joint service

agreement could remain at their current schools under the conditions of an interim joint school transition agreement. This arrangement would remain in place through the entire transition period or until both school divisions indicate that they are ready to accommodate new students. James City County would also need to complete construction of a new middle school to receive displaced middle school students as a result the loss of James Blair and Berkeley Middle Schools. The construction phase is necessary due to JCC enrollment data, which highlights the need for a new middle school in the new JCC School Division as the County loses two middle schools and one elementary school. Additionally, renovations and modifications to school buildings within the City of Williamsburg's corporate limits identified in the City of Williamsburg's Research and Feasibility Study (2024) conducted by Inspiring Results, LLC and D.C.D. Consulting, LLC would need to be completed by the City prior to receiving students.

Coordination and collaboration between the City and the County on construction and renovation projects will be vitally important to ensure a smooth transition process for students across both localities. The larger student transition process should be outlined in detail within the language of the interim joint school agreement, with specific target dates that are realistic and reasonable.

During the construction and renovation period, the JCC School Board and Division Superintendent will also collaborate and work with a third-party firm to complete a two-phased redistricting process – one for elementary (PK-5) and another for secondary (6-12) students. The selected firm should establish a transparent and participatory redistricting process, soliciting input from all stakeholder groups and identifying community criteria essential to the process.

As the redistricting process identifies and determines new boundaries and attendance zone options, each school site in JCC Public Schools would begin work gathering academic data and information on transitioning students who will be new to their school communities. Student Success Teams established at each school site would begin the important work of identifying the individual learning needs of each new student in conjunction with each student's current teachers, support staff, and families. An orientation and transition plan would be developed for every transitioning student. This plan for each student would be shared between the sending and receiving schools and with the families through the transition year prior to the actual move for students.

Each new school will develop welcoming activities and programs that familiarize every new student and their family with the new school, its teachers, staff, and leadership. These activities and events will also allow the faculty and staff to become familiar with their new students and gain understanding of the learning needs and to create an open, accepting, warm, and welcoming environment for their new students ensuring their future success. Finally, individual conferences would be scheduled between the new students, their families, and the teacher and support teams for each new student prior to their arrival at their new school to ensure that everyone has a clear understanding of the learning achievement and academic needs for each student.

The actions and activities in this phase would be coordinated with the transition timelines established by the interim joint school agreement and with the school boards and governing bodies of each locality. It is recommended that the elementary redistricting and transition process be undertaken first in James City County, as this will provide elementary students and their families with the opportunity to benefit from a longer period for transition meetings and activities that will allow them to more comfortably familiarize with and settle into their new learning environments. Additionally, this will allow for the secondary school feeder patterns to emerge ahead of the next stage of secondary school redistricting.

The transition process for the secondary schools in James City County would complement the elementary School redistricting process and involve a transparent and community-driven redistricting process. Middle and high school students residing in the City of Williamsburg would be identified at the outset of this process to confirm and establish total secondary enrollment numbers for JCC. The secondary school redistricting process is ultimately more complex, as larger considerations of feeder patterns, student enrollment, staffing, athletic and academic participation and programs, magnet, and specialty programs housed at each secondary school site become important criteria.

The student transition and orientation process for secondary students in JCC should include the development of individual transition and learning plans for each student affected by redistricting similar to the process established for elementary students. It will also be important to consider the option of allowing rising juniors from both the City of Williamsburg and James City County who have been enrolled in their zoned school since ninth grade to remain at their home school so that they may graduate with their peers. This option will require careful coordination, inclusion in the interim joint school agreement, and must take into consideration the shifts that will be required in staffing during the transition for each high school to account for additional student enrollment in twelfth grade. Likewise, should the phased four-year transition option presented in the City of Williamsburg's feasibility study be the selected option for transitioning high school students, this will have significant impact on staffing at the high schools that will need to be coordinated to ensure that classroom space, instructional staff, and transportation services can support additional students who remain at the high schools through this time.

The City of Williamsburg's *Feasibility Study on the Creation of a Separate School Division* (2024), presents two options of a phased transition program. The first plan supports transitioning all students in grades preschool through twelve on a determined inaugural date agreed upon by both localities.

The second plan presents a phased transition that would move all students residing in preschool through ninth grade on a determined inaugural year. Over the next three years one additional high school grade level would transition into their new high school. For example, all elementary and ninth grade students would transition on the first established transition year. The following year, all ninth and tenth grade students would

transition. All ninth, tenth, and eleventh grade students would follow suit in the next school transition year. Finally, in the fourth year of transition, all ninth, tenth, eleventh, and twelfth grade students would transition into their new school.

If agreed-upon by both localities, the second plan of a phased or scaffolded high school transition would need to be coordinated with construction and renovation completion, as well as completion of the redistricting process for JCC and the transition planning processes that would occur in both localities. A phased transition process, coupled with a redistricting process, will require considerable logistical coordination and have the potential of extending the transition period through 2030 or beyond as completion and transition deadlines possibly shift or extend. Any extensions of the student transition timeline would have to be agreed upon by each locality and their school boards with considerable input and communication also provided from and to students and families.

As the interim period of school governance unfolds between 2025 and 2028 and possibly beyond, collaboration, cooperation, transparent communication, creativity, innovation, flexibility, and a growth and change mindset will be important to the success of this process. The process of redistricting and transitioning students is not one to be taken lightly. A participatory process focused on students and involving stakeholder input, outside facilitation and guidance, and coordination between each locality will ensure success. While no process is ever guaranteed to be a perfect one, communication and collaboration will certainly allow this process to be as coordinated, positive, and transparent as possible.

Staffing A New School Division

Local school divisions are required to adhere to divisionwide and schoolwide student-teacher ratios outlined in the Standards of Quality (SOQ). The calculations for SOQ funding are partly determined by these ratios, which compare the division wide and schoolwide averages of student enrollment to full-time equivalent teaching positions. Understanding the student population in each building allows for the calculation of the teacher-to-student ratio, which is a key factor in determining the number of teachers needed for each school and across the school division.

Knowing the student enrollment in each building further helps to estimate accurate staffing costs and efficiently allocate budgetary resources. Estimating staffing at the elementary schools based on the enrollment and programmatic needs is easier than estimating at the middle and high school because the variety of programs at the secondary makes staffing curricular dependent. Different buildings may have varied needs for specialized programs or services, such as special education, English language learning, or gifted education. Knowing the student demographics and needs in each building allows appropriate staff and resources to be allocated to effectively support these programs. Lower teacher-to-student ratios may also be required for some programs to ensure personalized instruction and support for students.

Deconsolidating a school division from 14,500 students to just over 10,000 is a complex endeavor that demands meticulous planning and implementation. Any initial estimates offered at this stage hold little significance, as staffing is a highly nuanced process influenced by numerous factors, including funding and necessity. At this stage, what is required is a valid and reliable process for sourcing, recruiting, and staffing to effectively meet the evolving needs of the division.

“Staffing is the process of acquiring, deploying, and retaining a workforce of sufficient quantity and quality to create positive impacts on the organization’s Effectiveness” (Heneman, Judge, & Kammeyer-Mueller, 2019, p. 10). Staffing is more than recruiting and hiring, staffing involves finding qualified candidates (sourcing), acquiring talent (recruiting, selection & hiring), and retention of the workforce (development, competitive compensation, recognition, and rewards). Staffing should not be thought of as a single event but as a process that feeds the organization and allows the organization to thrive and meet its strategic goals. A staffing strategy helps an organization make key decisions about its future; through its acquisition, deployment, and retention efforts, James City County Schools will strategically recruit, acquire, and retain the most qualified, diverse, and dedicated workforce possible. This thoughtful process ensures collaboration among staff members, facilitating the achievement of the school division's strategic goals.

Once the decision has been made to deconsolidate, it is recommended to form a Transition Team to work in collaboration with the consultants to implement the steps needed to restaff James City County Schools within the allotted time frame. To begin the staffing process Table 11 outlines the steps that the staffing process should take.

Table 11

Staffing Process

Step	Action Description
1. Assessment of Needs	<ul style="list-style-type: none"> - Evaluate staffing needs in each building to include instructional, support, administrative, grounds & maintenance, etc. - Consider student population, program requirements, grant, or unique program structures. - Consider the physical plant and what restrictions and limitations may apply.
2. Audit of Current Assets	<ul style="list-style-type: none"> - Assess skills and certifications of existing staff. - Align current workforce with building and position needs. - Assess areas of weakness, gaps, and challenges.
3. Internal Transfer Process	<ul style="list-style-type: none"> - Review the qualifications, experience, and availability of current employees to identify potential candidates for retained positions or internal transfers. - Facilitate internal transfers or reassignments of employees based on qualifications, skills, and departmental needs to meet staffing requirements. - Establish guidelines and criteria for internal transfers. - Provide support and resources for transitioning staff.
4. Simultaneous Sourcing & Recruitment	<ul style="list-style-type: none"> - Develop and implement a recruitment strategy to attract qualified external candidates to fill vacant or newly created positions in various departments. - Source and recruit candidates for all vacancies. - Utilize multiple recruitment channels -i.e., media, job fairs, college visits, and conferences.
5. Talent Pipelines & Succession Planning	<ul style="list-style-type: none"> - Identify and develop potential successors for key leadership and specialized positions to ensure continuity and expertise within the decoupled school division. - Identify high-potential employees for future roles. - Develop career pathways and leadership training programs.

To ensure compliance with state regulations, employment laws, and district policies throughout the staffing process, it will be important to establish a transition staffing team to work closely with department heads, school administrators, and other stakeholders to align staffing decisions with operational needs and organizational goals. The staffing process for operations, maintenance, bus drivers, administrative support staff, and executive leadership will differ from that of teachers and instructional support staff due to their distinct roles and responsibilities. The following sections will highlight specific nuances of the different considerations for these distinctive groups.

Division leadership staff

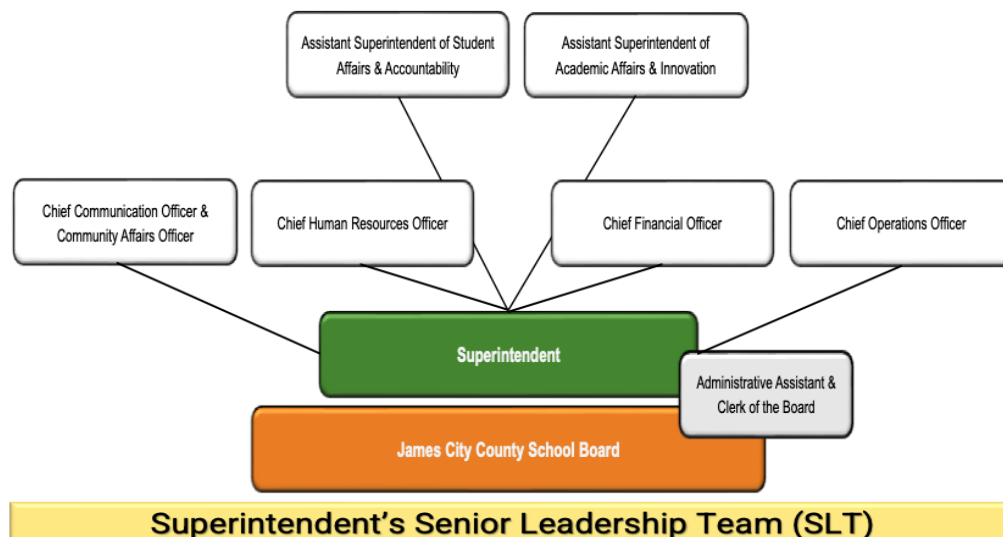
School leadership involves the administrative management of human, financial, and material resources to achieve the strategic goals and vision of the school district. District-level and school leaders fulfill their role as administrators by developing and implementing administrative processes, procedures, and techniques that utilize these resources effectively. The importance of administrative leadership lies in its capacity to direct these resources within the organization toward achieving educational objectives.

In many districts, the administrative team comprises individuals who oversee specific responsibilities delegated by the superintendent of schools. Each member of the administrative team typically holds titles such as deputy, associate, or assistant superintendent. However, personnel with titles such as director or coordinator are typically not considered part of the administrative team but rather provide support. Members of the administrative team are formally appointed to the superintendent's cabinet, which serves as a body responsible for strategy planning and decision-making. "Three of the most critical functions in a school system are human resources administration, instructional programs administration, and support services administration" (Rebore, 2017, p. 8). For this reason, the cabinet typically includes heads of human resources, instructional programs, and support services administration.

Establishing a superintendent's cabinet does not imply that the superintendent should limit collaborative efforts to the highest levels of district administration. Given the complexity of issues and challenges faced by school districts today, the superintendent requires continual and effective counsel to make informed decisions. An example of what the Superintendent's Cabinet and direct reports might look like in a decoupled James City County School district are shown below in Figure 3.

Figure 3

Reconfigured Superintendent's Senior Leadership Team



Organizational design, particularly the structure of executive leadership in a school division, plays a critical role in shaping the division's effectiveness, efficiency, and ability to achieve its goals. In the context of deconsolidation or decoupling of one school division into two separate divisions, there are several implications for reorganization in the superintendent's office.

Figure 4 shows the current organizational structure for the WJCC division. The deconsolidation process may necessitate structural adjustments in the superintendent's office to accommodate the creation of two separate divisions. With the current division separating into two different entities, there will likely be a need to redefine leadership roles and responsibilities within the superintendent's office. This may include appointing new assistant superintendents or directors to oversee specific areas of focus within each division, such as curriculum and instruction, student services, or operations.

To help guide this process research has been conducted on the school divisions of similar size to a new JCC School Division to identify a comparable distribution of supervision and leadership. School divisions of a similar student body as the projected new James City County School Division are shown in Table 12. Figure 4 is the current organizational chart for WJCC Schools; the comparable division's organizational charts can be seen in Appendix B.

Table 12

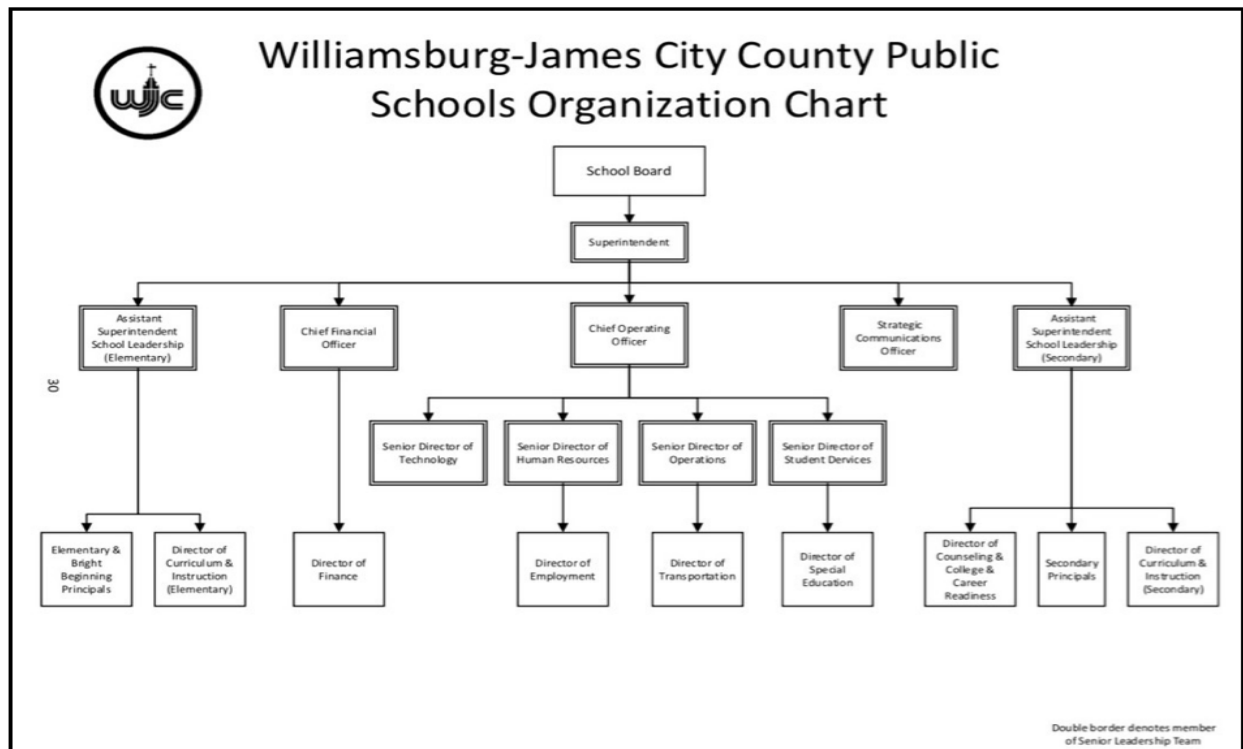
Fall Membership of Like Divisions

Division Name	Full Time Count (All Grades)	Part Time Count (All Grades)	Total Count
Culpeper County	8,368		8,368
Bedford County	9,061		9,061
Montgomery County	9,591		9,591
Augusta County	10,139	5	10,144
Fauquier County	10,845		10,845
Rockingham County	11,542	28	11,570
Williamsburg- James City County	11,415	279	11,694

None of the comparable schools are in Region 2; which can account for the differences in the types of programs offered and the structure needed.

Figure 4

WJCC Organizational Chart



Source | Williamsburg-James City County Public Schools – FY25 Budget

The difference between an associate superintendent and an assistant superintendent can vary from district to district, but generally, associate superintendents often have broader responsibilities and may oversee multiple departments or areas within the district. Assistant superintendents, on the other hand, typically have more focused duties within a specific department or area, such as curriculum and instruction, finance, human resources, or operations.

In a school division of about 10,000 students, the need for both an associate superintendent and assistant superintendent would depend on various factors, including the complexity of the district, the size of the administrative team, and the specific needs and priorities of the district.

Having both positions could provide the district with a balanced leadership structure, with associate superintendents focusing on broader strategic initiatives and cross-departmental coordination, while assistant superintendents oversee specific areas in greater detail and provide more hands-on leadership within those departments. Ultimately, the decision to have both positions would be based on the district's assessment of its organizational needs, available resources, and the desired leadership

structure to effectively meet the needs of students, staff, and the community. Figure 3 illustrates a hypothetical composition of the senior leadership team for a new superintendent, reflecting adjustments made due to the decrease in student population resulting from the decoupling process.

Building-level and District Administrative and Instructional Staff

Building level administrators include principals, assistant principals, and other administrative personnel responsible for overseeing daily operations and implementing educational policies facilitating the instructional needs of school instructional and support staff. These are licensed and certified individuals.

The Code of Virginia, particularly [§ 22.1-253.13:2](#), outlines specific staffing requirements for instructional, administrative, and support staff within school divisions. These requirements are designed to ensure adequate staffing levels and resources to support the educational needs of students across various grade levels and areas of specialization. Table 13 indicates the requirements for staffing which will help to guide the staffing process across the division.

Table 13

Staffing Guidelines

Position	Staffing Requirements
Principals	Elementary schools: <ul style="list-style-type: none"> • One half-time to 299 students, • One full-time at 300 students. Middle schools: <ul style="list-style-type: none"> • One full-time, 12-month basis. High schools: <ul style="list-style-type: none"> • One full-time, 12-month basis.
Assistant Principals	Elementary schools: <ul style="list-style-type: none"> • One half-time at 600 students, one full-time at 900 students. Middle schools: <ul style="list-style-type: none"> • One full-time for each 600 students. High schools: <ul style="list-style-type: none"> • One full-time for each 600 students.
Librarians	Elementary schools: <ul style="list-style-type: none"> • One part-time to 299 students, one full-time at 300 students. Middle schools: <ul style="list-style-type: none"> • One-half time to 299 students, one full-time at 300 students, two full-time at 1,000 students. High schools: <ul style="list-style-type: none"> • One half-time to 299 students, one full-time at 300 students, two full-time at 1,000 students.
School Counselors	One full-time equivalent position per 325 students in grades K-12.

Elementary Resource Teachers	Five full-time equivalent positions per 1,000 students in grades K-5 for art, music, and physical education.
Instructional Technology Resource Teacher	Two full-time equivalent positions per 1,000 students in grades K-12, one for technology support and one for instructional technology.
Specialized Student Support Positions	Three positions per 1,000 students, including school social workers, psychologists, nurses, behavior analysts, and other health and behavioral positions.
Support Services	Support services positions include executive policy and leadership, fiscal and human resources, student support, instructional personnel support, technology, operation and maintenance, and technical and clerical positions.

Instructional

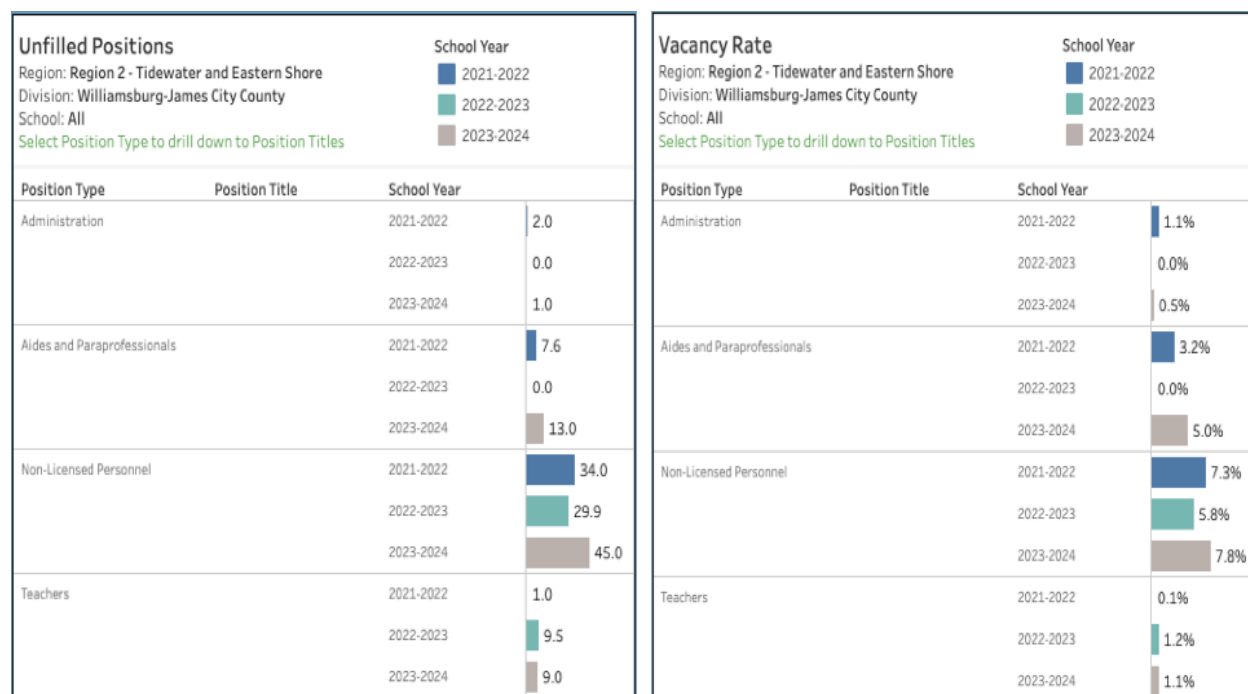
There is a national teacher shortage that has become increasingly challenging particularly in the aftermath of the pandemic. Many school districts are staffing their instructional positions with ‘associate’ instructors - individuals who hold an associate's degree but are not certified to teach. Other districts are opting to fill vacancies with long-term substitutes. Many long-term subs are not required to have teacher training or a college degree to serve. Last year, Tuan Nguyen, an education professor at Kansas State University, gathered data on teacher shortages. Their findings revealed over 36,500 vacancies across 37 states and D.C. for the 2021-2022 school year.

The National Center for Education Statistics (NCES) serves as the primary federal agency responsible for collecting and analyzing education-related data both domestically and internationally. According to their recent findings for the 2023-24 school year staffing, 45% of U.S. public schools feel they are understaffed, marking a decrease from the 53% reported in the previous year (2022-23). In addition to instructional staff experiencing understaffing, a shortage of 67% for classroom aides/instructional assistants was reported. Beyond the classroom, public schools reported understaffing in transportation (61%) and mental health professionals (49%) with the most needed teaching positions among public schools for the 2023-24 school year being general elementary teachers (71%) and special education teachers (70%).

To gain insight into teacher vacancies across Virginia's school divisions, the Virginia Department of Education (VDOE) conducted a survey just before the 2023–2024 school year. The survey, to which 85% (112 out of 131) of school divisions responded, aimed to identify actual or anticipated teacher vacancies as of the school year's commencement. Vacancies encompassed unfilled teaching positions, those filled by board-certified substitutes, or by individuals lacking appropriate licensure credentials. Figure 5 illustrates the vacancies for WJCC for the 2023-2024 school year.

Figure 5

WJCC Teacher Vacancy for the 2023-2024



The data for the vacancy rates and unfilled positions for teachers and non-licensed personnel in the 2022-2023 and 2023-2024 school years reveals a slight decrease in the teacher vacancy rate from 1.2% to 1.1% and a slight decrease in unfilled teaching positions from 9.5 to 9.0. Conversely, there was a notable increase in the vacancy rate for non-licensed personnel, rising from 5.8% to 7.8%, with a corresponding increase in unfilled positions from 29.9 to 45. These trends suggest ongoing challenges in recruiting and retaining qualified educators and support staff, likely exacerbated by the lingering effects of the COVID-19 pandemic. Understanding these staffing shortages is crucial for informed decision-making, particularly in the context of decoupling staffing plans. By analyzing this data, the transition team can identify areas of need, allocate resources effectively, and implement targeted recruitment and retention strategies to address staffing gaps and ensure quality education for all students.

During the planning and feasibility stage, an initial estimate of the required number of teachers for the division and each building can be obtained by deducting the number of students residing in Williamsburg from the total student population. However, it's essential to note that relying solely on this method using projected staffing allocations for the fiscal year 2024 may not yield accurate results due to the complexity of factors influencing staffing and funding decisions. Table 14 displays the FY24 Teacher School Staffing Allocations sourced from the Superintendent's budget. By integrating this data with insights from the Virginia code previously discussed, more reliable predictions can be generated, facilitating better forecasting and strategic planning for division staffing needs up to the 2027-2028 academic year.

Table 14

FY24 Teacher School Staffing Allocations

	Number of Core Teachers (100)		Music/ Instrumental PE/H Tech				Core & Resource/ Electives	Advan. Coaches/ SS/ School Improv.** Math Reading			Total Operating Allocation	Overall Ratio
Elementary	Core Staffing Allocations		Resource					Specialized Staffing				
Clara Byrd Baker	493	24	1.0	1.5	1.0	1.0	28.5	1.0	2.0	2.0	33.5	14.7
Laurel Lane	494	24	1.0	1.5	1.0	1.0	28.5	1.0	2.0	2.0	33.5	14.7
DJ Montague	514	25	1.0	1.5	1.0	1.0	29.5	1.0	2.0	2.0	34.5	14.9
Norge	603	32	1.0	1.5	1.0	1.0	36.5	1.0	2.0	2.0	41.5	14.5
Matthew Whaley	435	23	1.0	1.5	1.0	1.0	27.5	2.0	2.0	2.0	33.5	13.0
James River	431	25	1.0	1.5	1.0	1.0	29.5	2.0	3.0	2.0	36.5	11.8
Stonehouse	802	38	1.0	1.5	1.5	1.0	43.0	1.0	2.0	2.0	48.0	16.7
Matoaka	643	31	1.0	1.5	1.5	1.0	36.0	1.0	2.0	2.0	41.0	15.7
J. Blaine Blayton	458	23	1.0	1.5	1.0	1.0	27.5	1.0	2.0	2.0	32.5	14.1
Total	4,873	245.0	9.0	13.5	10.0	9.0	286.5	11.0	19.0	18.0	334.5	14.6
FY 22/23 Total	4,725	240.0	9.0	13.5	10.0	9.0	281.5	11.0	10.0	18.0	320.5	14.8
	148	5.0	0.0	0.0	0.0	0.0	5.0	0.0	9.0	0.0	14.0	-0.2
Middle	Core/Elective Allocations		Music/ Instrumental Drama Tech					Specialized Staffing				
Berkeley	652	30.0	2.0	3.0	1.0	1.0	37.0	2.0	1.0	1.0	41.0	15.9
James Blair	545	27.0	2.0	3.0	1.0	1.0	34.0	2.0	1.0	1.0	38.0	14.3
Toano	678	31.0	2.0	3.0	1.0	1.0	38.0	2.0	1.0	1.0	42.0	16.1
Hornsby	790	38.0	2.0	3.0	1.0	1.0	45.0	2.0	1.0	1.0	49.0	16.1
Total	2,665	126.0	8.0	12.0	4.0	4.0	154.0	8.0	4.0	4.0	170.0	15.7
FY 22/23 Total	2,585	122.0	5.0	12.0	4.0	4.0	147.0	8.0	4.0	4.0	163.0	15.7
	80	4.0	3.0	0.0	0.0	0.0	7.0	0.0	0.0	0.0	7.0	0.0
High	Core/Elective Allocations		In core/elective allocation					Specialized Staffing				
Lafayette	1,213	61.0					61.0	2.0		1.0	64.0	19.0
Jamestown	1,232	63.0					63.0	2.0		1.0	66.0	18.7
Warhill	1,325	71.0					71.0	2.0		1.0	74.0	17.9
Total	3,770	195.0					195.0	6.0		3.0	204.0	18.5
FY 22/23 Total	3,708	194.0					194.0	6.0		3.0	203.0	18.3
	62	1.0	0.0	0.0	0.0	0.0	1.0	0.0	0.0	0.0	1.0	0.2
Grand Total/Avg.	11,308	566.0	17.0	25.5	14.0	13.0	635.5	25.0	23.0	25.0	708.5	16.0
FY 22/23 Total	11,018	556.0	14.0	25.5	14.0	13.0	622.5	25.0	14.0	25.0	686.5	16.0
Diff.	290	10.0	3.0	0.0	0.0	0.0	13.0	0.0	9.0	0.0	22.0	-0.1

** Elementary schools can use SS/At-Risk for any category of specialized staffing.

*** Secondary caps 35:1 (excluding PE and Music)

Other Staffing

Total Regular Ed. Teachers (Prog. 100s/:	708.50
C & I Coordinators/Specialist	10.40
Coordinator of Student Services	1.00
Career Coach	1.00
Gifted & Talented Coordinator	1.00
IT integration teacher (ITRT)	13.00
Technology Coordinator	1.00
HS Athletic Directors	3.00
Learning lab	2.00
ESL positions	22.00
HS Athletic Trainer	3.00
Math Coach	1.00
Reserve Positions	5.00
Literacy Coach	1.00
Total positions required	772.90

Spec. Ed. Teachers (Program 200s)	
Special Education teaching positions	115.0
Special Education Instructional Specialists	6.0
Assistive Technology Specialist	1.0
Behavior Intervention Specialist	3.0
Total Positions	125.0

	Media	Guidance	Gifted	Social Workers
Elementary	9.0	21.0	12.0	-
Middle	4.0	10.0	4.0	-
High	6.0	15.0	-	-
Division	-	1.0	-	7.0
Total	19.0	47.0	16.0	7.0

Adult Ed. Teachers (Program 700s)	
Adult Ed.	2.0
Total Positions	2.0

Total Pre-K (Program 800s)	
Pre-K Teaching Positions	35.0
Pre-K Inst. Specialist	1.0
Total Positions	36.0

Support Staff

In addition to teachers, the student population also influences the allocation of support staff such as instructional aides, counselors, librarians, and administrative personnel. Understanding the student-to-staff ratio in each building will help to determine the appropriate staffing levels to meet the special programmatic needs of students and maintain a supportive learning environment.

Student numbers impact resource allocation beyond staffing, including materials, technology, and facilities. Aligning staffing levels with student enrollment ensures equitable distribution of resources across buildings, effectively supporting teaching and learning.

The number of students in each building informs decisions regarding classroom assignments and class sizes. Based on class size guidelines or regulations, teachers can be allocated accordingly to ensure an optimal learning environment for students. This information enables you to prioritize investments where they are most needed to support student success.

According to WJCC Policy and in accordance with Code of Virginia [§ 22.1-253.13:2.](#), the school board ensures that division wide ratios of students to full-time equivalent teaching positions meet specified limits. The following chart provides an example of these ratios:

Table 15

Class Size Ratios

Grade Level	Maximum Class Size	Maximum Division Average Class Size
Kindergarten	29	24 <i>(with a teacher's aide if exceeding 24)</i>
Grades 1-3	30	24
Grades 4-6	35	25
Grades 6-12 (English)	-	24

The Williamsburg-James City County School Division adheres to Standards of Quality, providing comprehensive school counseling services to all students from kindergarten to grade 12. These services encompass counseling curriculum, small group counseling, individual counseling, crisis response, and individual student planning, aimed at promoting academic, social/emotional, and career development while addressing specific needs and challenges.

An example of the staffing nuances that the transition team will need to work through is Homebound services. Homebound services, as educational support, aim to maintain students' educational continuity and facilitate their return to the classroom when temporarily confined at home or in a healthcare facility due to medical needs. Homebound instruction, provided intermittently for students with health impairments affecting regular attendance, is designed to complement rather than replace regular school attendance. Adhering to Virginia Department of Education guidelines, the presence of homebound staff impacts division staffing numbers by ensuring adequate support for students requiring temporary home-based instruction.

Operational Staff

Operational staffing considerations for the decoupling transition team encompass various facets, notably the recruitment and retention of crucial personnel such as bus drivers and skilled trades workers like HVAC technicians, plumbers, and electricians. The stringent requirements outlined in [§ 22.1-178](#) for school bus drivers highlight the challenges in attracting qualified candidates. Part-time work dynamics further compound the difficulty in recruitment and retention efforts, as individuals may seek full-time employment opportunities with more stability and benefits. Additionally, the highly specialized nature of skilled trades positions presents staffing challenges, as these roles demand specific technical expertise and certifications.

To address these staffing challenges within the decoupling plan, the transition team may consider implementing targeted recruitment strategies tailored to each role's unique requirements. Offering competitive compensation packages, including benefits and flexible scheduling options, can enhance the appeal of part-time positions such as bus driving. Moreover, partnerships with technical schools, apprenticeship programs, and trade associations can help cultivate a pipeline of skilled workers by providing training opportunities and career advancement pathways. Additionally, investing in employee retention initiatives, such as professional development opportunities and mentorship programs, can foster a supportive work environment and encourage long-term commitment among staff members. By proactively addressing staffing challenges and prioritizing workforce development initiatives, the decoupling transition team can mitigate operational disruptions and ensure the continued effectiveness of essential services within the school division.

Final Thoughts on Staffing

Human resource (HR) planning, a critical component of the staffing process, involves forecasting the organization's future employment needs and developing action plans to fulfill these needs in alignment with the staffing strategy. In the context of decoupling, HR planning encompasses various components, including making initial planning decisions, forecasting requirements and availability, determining employee shortages and surpluses, and developing action plans. “Effective staffing planning necessitates dialogue between HR representatives and organizational leaders to ensure alignment with organizational goals and objectives” (Heneman, Judge, & Kammeyer-Mueller, 2019, p. 95). As the decoupling plan progresses, the transition team must analyze job

categories and hierarchical levels to identify gaps between requirements and availability, thus informing the development of specific staffing objectives to address these gaps. The organization's attitudes toward diversity will significantly shape many decisions throughout the staffing process, such as determining recruitment strategies and prioritizing qualifications for new hires (Heneman, Judge, & Kammeyer-Mueller, 2019). Diversity planning is an essential consideration, as it acknowledges the increasing demographic and cultural diversity of the community and labor force.

The staffing component of the decoupling plan is vitally important because it directly influences the successful transition and sustained operation of the newly formed school division. Effective and strategic staffing will ensure that the organizational structure is adequately staffed with qualified personnel to fulfill essential roles and responsibilities, maintaining continuity in service delivery and operational efficiency. Moreover, strategic staffing decisions will play a crucial role in aligning the workforce with the mission, vision, and goals of the new school division further facilitating a smooth transition and fostering a conducive and safe work environment. Additionally, staffing considerations encompass various aspects, including recruitment, selection, training, and retention, all of which contribute to the overall success and sustainability of the decoupling process. By prioritizing the staffing component, the decoupling plan can address potential challenges, mitigate risks, and capitalize on opportunities to optimize organizational performance and achieve long-term objectives.

Facilities and Operations

WJCC Public Schools maintains 16 separate school sites across the City of Williamsburg and James City County. These facilities are well-maintained, largely due to a Capital Improvement Plan (CIP) that projects anticipated maintenance needs for each building over a five- and ten-year period to ensure that building systems, structure, and daily operations remain efficient and supportive of student learning. Each school building is constructed to house and educate a determined maximum number of enrolled students. Table 16 shown below outlines the individual building capacities of each James City County school.

Table 16

Building Capacity for James City County Schools

Schools in JCC	Capacity	FutureThink		Only JCC students		Only JCC students less PreK		FutureThink			
		22-23 Actual Enrollment	Remaining Capacity	22-23 Actual Enrollment	Remaining Capacity	22-23 Actual Enrollment	Remaining Capacity	2032-2033 projection			
								Low	Moderate	High	Most Likely
Elementary											
Baker*	599	493	106	435	164	373	226	529	563	592	577
Laurel Lane*	574	494	80	508	66	438	136	513	533	561	548
Montague*	578	514	64	528	50	509	69	539	590	606	599
Norge*	725	603	122	676	49	584	141	633	662	688	674
James River	528	431	97	426	102	426	102	459	473	495	484
Stonehouse	747	802	-55	799	-52	799	-52	789	847	906	876
Matoaka	747	643	104	640	107	640	107	722	741	770	755
Blayton*	609	458	151	537	72	446	163	491	506	526	515
Subtotal	5107	4438	669	4549	558	4215	892	4675	4915	5144	5028
				4678	429	4344	763				
Middle											
Toano	790	678	112	672	118	672	118	722	791	883	831
Hornsby	952	790	162	761	191	761	191	831	905	988	943
Subtotal	1742	1468	274	1433	309	1433	309	1553	1696	1871	1774
				2403	-661	2403	-661				
High											
Lafayette	1314	1213	101	951	363	951	363	1123	1276	1505	1386
Jamestown	1208	1232	-24	1224	-16	1224	-16	1232	1406	1612	1518
Warhill	1441	1325	116	1251	190	1251	190	1245	1437	1621	1526
Subtotal	3963	3770	193	3426	537	3426	537	3600	4119	4738	4430
Total	10812	9676		9408		9074		9828	10730	11753	11232

(Data compiled from 2022 Enrollment Projections Update by Future Think)

The study also notes that the building enrollment capacities of schools in the City of Williamsburg are as shown in Table 17.

Table 17

Building Capacity for Williamsburg Schools

Williamsburg Schools	Capacity
Matthew Whaley Elementary	449
Berkeley Middle School	779
James Blair Middle School	608

When considering the possibility of deconsolidation, there are noted areas of immediate need for James City County students, particularly at the middle school. With the loss of two current middle schools, the need to house upwards of 661 students, as shown in Table 16, creates a situation where the County will need to quickly respond to provide additional learning space.

The construction of a school building normally begins when the school division and school board solicit bids for design and construction of the new facility. All review and approval processes for the new facility work through school administration staff and the school board for review and approval.

In the event of deconsolidation, there is the potential that a JCC School Board might not be elected and sworn in until 2026, which would further delay the design and bid process. In this event, the Board of Supervisors would be allowed to direct the management and approval process of construction, as the locality is ultimately responsible for allocating the funding for construction of school buildings.

For the purposes of the constricted timeline involved with constructing a new school, which can span three to four years, the recommendation to construct a new middle school in James City County would be relatively streamlined with this process. After the available property is identified as the building site, a middle school that closely follows the footprint of Lois Hornsby Middle School would be the best recommendation for the building design. Hornsby Middle School was opened to students in 2010. As a more recent construction project, information from individuals who were closely associated with the construction on Hornsby Middle School could provide a wealth of information that can guide the architectural and engineering design services for a similar facility. Hornsby has a total capacity of 952 students as shown in Table 16, which would easily house the need for 661 projected students with room to grow for the future. While it might seem that the newer footprint for James Blair Middle School would be a better choice for construction, this facility has 37,000 fewer square feet and a student capacity of only 608 students.

Current projected costs for the construction of a middle school similar to the footprint of Hornsby Middle School would total \$105,253,978, which considers all soft and hard construction costs, furniture, fixtures, and equipment costs. An outline of the specific anticipated costs associated with building a middle school of this capacity has been included for reference in the Appendix C section of this study.

Once the construction process has been completed by James City County, the facility would be transferred to the new JCC School Board after they are officially sworn in as a governing body.

Financial Considerations

A new JCC School Division will face budgetary adjustments and fiscal shifts as the new school division is established. Overall, the larger fiscal impacts of a new separate school division will require collaboration with the Virginia Department of Education as it works with the new school division to transition a former combined operating budget with the City of Williamsburg into a separate and single school division operating budget that services a division with 1,000 fewer students and two less school facilities.

For the purpose of this study a comprehensive financial analysis that would forecast any shifts or adjustments in operating budgets for a new school division was not undertaken. This was largely due to the fact that while there will be initial and anticipated reductions in the number of students, buildings, equipment, vehicles, tangible property, and capital improvement costs, these figures would be based upon current budget year information and data projections. This data cannot accurately account for the many variables that can factor into any budget development process, such as future economic conditions, potential or necessary fiscal reductions or additions from state and local funding sources, student enrollment, and increased costs for services and programs which have considerable impact on annual operating budgets for school divisions.

In this section of the study, information provided will present a general overview of how the current operating budget for WJCC Public Schools is developed, with considerations and anticipated adjustments that will need to be considered as the new school division moves into creating its own operating budget for its students.

The past seventy years of developing operating budgets for WJCC Public Schools has started with a development and allocation process at the state level that has treated both localities as separate entities and has largely divided costs and revenue allocations based on the number of students who reside in each separate locality.

The division superintendent and school board are given the responsibility to develop an annual operating budget of need for each school division as outlined in [§ 22.1-92](#) and to present this to the local governing body for their consideration. Once adopted by the School Board, this draft of the projected annual operating budget for the school division is included in the larger governing body's annual operating budget. The school division budget includes all revenue estimates that are needed to ensure that the Standards of Quality (SOQs) and all other requirements set forth by the Virginia Board of Education are fully funded. Staffing projections, student enrollment, class sizes, student services, anticipated revenue, operating and maintenance costs, grant awards, and instructional and support materials and equipment are reviewed in the development process of any school division's annual budget and included in the annual operating budget.

The school division budget is predominantly funded through a combined revenue stream of local and state funds. Each locality works with the division superintendent and school board to determine the level of local funding available to support the local school division. The Commonwealth of Virginia determines state funding allocations on available revenue in

each biennial budget that is developed by the Governor's Executive Office and approved by the General Assembly of Virginia.

State funding of each school division is based upon the Local Composite Index (LCI), which determines each locality's ability to pay for its schools based on the requirements established in the Standards of Quality (SOQ). The SOQs establish minimum staffing ratios and allocations that every Virginia school division must support. The LCI is calculated for each separate locality in Virginia using data that includes the true value of real property, the adjusted gross income, and taxable retail sales. Data used to calculate the LCI is provided by the Weldon-Cooper Center at the University of Virginia, the Virginia Department of Taxation, and the Average Daily Membership (ADM) figures provided annually by each school division to the Virginia Department of Education (VDOE).

Once these data are calculated, the LCI is adjusted so that 45% of the overall share of the school division's allocated revenue represents the local share and 55% of this figure represents the state's total share. A lower figure for any locality's LCI means that that state will provide a larger share of that locality's school division funding. Higher LCI calculations for locality means that they can bear more of the responsibility for funding their schools.

For the development of the WJCC Public Schools annual operating budget, revenue is determined based on the ADM for the City of Williamsburg and the ADM for James City County. The LCIs for these localities are calculated separately, with the LCI for James City County currently calculated at .5403 and the City of Williamsburg at .7426. This means that for every dollar that is spent on a WJCC student, JCC will pay 54 cents and the state will pay 46 cents. Likewise, for every dollar spent on a student who resides in the City of Williamsburg, the City will pay 74 cents and the state will pay 26 cents. The ADM used to calculate the FY25 budget is 1103 students who reside in the City and 10,107 students who reside in James City County (VODE).

Based on these two separate LCI calculations, the Virginia Department of Education allocates each locality's revenue accordingly. For FY24, WJCC Public Schools total budget was \$171,631,500, with \$103,618,561 in state revenue funding the total budget.

For FY25, VDOE calculations generated as of January 16, 2024 showed the City of Williamsburg receiving \$7,077,531 from the Commonwealth of Virginia and providing a minimum contribution of \$9,638,556 in local revenue. For this same calculation, JCC is anticipated to receive \$64,907,210 in state revenue and would have a minimum local revenue share of \$57,438,976. Ten-year budget trend data shows that JCC assumes roughly 90% of the local cost of the consolidated school division and the City of Williamsburg supplies 10% of these costs. For FY24 the WJCC FY24 Operating Budget shows that JCC appropriated \$93.3 million in local revenue – a 6.9% increase over the previous FY23 – and the City of Williamsburg contributed \$10.3 million – a 7.1% increase over the previous FY23.

Staffing allocations for SOQ-funded positions for the consolidated WJCC budget are currently divided or split between the two localities to provide funding for the division's total number of SOQ-funded positions. For FY 24, JCC carried 987.86 SOQ-funded positions and the City housed 104.58 positions for a total of 1,092.44 SOQ-funded positions in the comprehensive school division budget.

Two separate school division budgets would find each locality receiving its state share of funding according to the total SOQ-supported positions allocated to each school division according to its own calculated LCI rate for the total number of SOQ-funded positions. To determine the amount of funding for every SOQ funded position for each division, calculations would have to be reformulated for every mandated position by the VDOE based on the LCI rates for each locality.

Additionally, other budget items that are currently consolidated in the WJCC Public Schools budget include allocations for students who receive free or reduced lunch price rates, as well as the Virginia Public School Authority (VPSA) funded costs for technology support.

VDOE has indicated that the new free and reduced lunch reimbursement rates for two separate school divisions would need to be recalculated using trend data to determine the total number or percentage of students who receive free or reduced cost meals for each school division. Once this has been calculated, VDOE would provide a new baseline of free and reduced cost recipients for JCC and the City of Williamsburg School Divisions, with these calculations continuing to recalculate with more accuracy over subsequent fiscal years once each separate school division submits their free and reduced cost meal recipient student numbers for record each school year. It must be noted that the data for free and reduced lunch meals normally lags two years behind the current fiscal year due to the records collection process.

As the student population for JCC schools shifts and changes through the transition period, student demographics will likely shift. With shifts in student demographic and subgroups, the costs associated with supporting the unique learning needs of every student will also change, reflecting adjustments and shifts in each subsequent operating budget. For example, according to the fall 2023 student record collection, WJCC students identified as students with disabilities comprise 18% of the total student population in James City County, or roughly 1,878 students. For comparison purposes, the average percentage of students with disabilities for school division in Virginia is 14.3%. The City of Williamsburg has 231 students who are identified as students with disabilities, which is 21% of the City's total student population. Students who are identified as Gifted in James City County total 1,789 or 17% of the total student population of WJCC and 12% of students who reside in James City County are military dependents. Additionally, 1.5% of students in James City County or roughly 160 total students, are impacted by homelessness, and 6% or 690 of James City County students are identified as English Language Learners. As these numbers shift, the revenue streams that are dedicated to student support for each subgroup will change with the data.

Federal grant funds received by the consolidated WJCC Public Schools for its annual operating budget revenue would undoubtedly be recalculated at the federal level when considering some of these above shifts in the general demographic data for a separate James City County School Division. Specifically, funding in the following categories would be adjusted to reflect these new student enrollment numbers for James City County public school students:

- Title I funds that support student achievement support for low-income students,
- Title II funds that support increases in the number of qualified teachers, principals, and assistant principals, and professional support that enhances student achievement,
- Title III funds that support students who are English Language Learners (ELL) as they develop and attain proficiency that enables them to increase academic achievement,
- Title VI funding, which allocates funds that are used for programs and activities designed to increase access for underserved and underrepresented student populations and,
- Federal Impact Aid, which provides federal revenue for federally connected families who reside in the locality and enroll their students in the local public-school division.

VDOE data estimates that JCC will have 10,107 total students in FY25 and 10,089 in FY26. Between 2010 and 2022, US Census Bureau data shows that JCC grew 1.5%, increasing its total population from 67,681 to 81,199. JCC's largest population increase occurred between 2019 and 2020, when the County's total population grew by 2.1%.

The Weldon Cooper Center for Public Service at the University of Virginia provides a wealth of data, most notably the estimated student growth projections for each locality in Virginia. Its most recent 2024 data only provides information for the consolidated WJCC School Division; however, the released data shows the total number of students who reside in the City of Williamsburg and James City County are expected to increase from 11,379 in 2024-2025 to 11,609 in 2028-2029.

Additionally, state revenue streams, such as VPSA – an allocation that is provided to each school division to support technology infrastructure – will undergo an adjustment through the transition period. Currently under VPSA, each school division receives \$50,000 and a separate additional allocation of \$26,000 for each school within the division. For the WJCC Public Schools consolidated budget, this allocation is divided between the two localities' revenue so that the total amount of VPSA allocations, which totaled \$416,000 for FY 24, appear as a single school division allocation.

Under the single and separate school division fiscal operating budget, JCC would receive a total of \$338,000 in VPSA funding according to current allocations, with the total amount of funding being based upon 13 total or three fewer schools than the consolidated school district.

As the reallocation and division of tangible property is completed, additional future fiscal allocations and investments will need to be considered in new JCC school division operating budgets to replace outdated equipment, as well as any property that was transferred to the City of Williamsburg because of deconsolidation. Capital Improvement Budgets will have to be retooled to ensure that the replacement cycles for HVAC systems, school buses, roof structures, and other anticipated school building upgrades and replacement costs are identified and completed. A new Central Office will have to be constructed by the JCC School Board, since the current WJCC Public Schools Central and School Board Office resides on property located within the City of Williamsburg. One option would consider construction of a new JCC School Board and Central Office combined with a new JCC Government and Administration building when this project is procured and constructed. If this is not possible, the cost of a separate JCC School Board and Central Office will have to be included in the total transition costs for the County as land is identified and the construction process is undertaken either by the Board of Supervisors or the JCC School Board.

As also shared, the capital costs of constructing a new middle school for JCC, as well as the continued capital replacement, upgrade, and renovation costs of all 13 existing buildings in the JCC School Division, will have to be reviewed and placed on a new and separate Capital Improvement Plan Budget, which projects five-and ten-year replacement cycles for each building. The costs of the three City schools and their replacement, upgrade, and renovation costs would be shifted over the new City of Williamsburg School Division over an agreed upon identified transition period of two to four years, allowing the City to slowly assume and absorb all building and operations upgrade and replacement costs over a longer period. This will assist the City with absorbing the anticipated capital expenses and fiscal adjustments associated with the added total costs of creating an entirely new school division from the ground up.

Additional fiscal considerations for a new separate school division should also include the cost of rebranding the JCC School Division. Signage for the new Central and School Board Office, each individual school building, vehicles, and school buses will need to be changed to reflect the new school division name and logo that is created and selected to represent the new school division. Additionally, letterhead, business cards, and document templates will need to be created to reflect the new brand and logo of the JCC School Division. While these costs might not seem to be large expenditures, they factor into the transition expenses associated with the creation of a new school system.

When James City County went through a rebranding process in early 2012, the implementation of this process was completed through a three-year process for materials like letterhead and business cards to minimize budgetary impact. The largest replacement costs were associated with outdoor signage, which included County

entrance signs, buildings and offices, and signage for parks and recreation facilities. These costs were also provided with a three-year timeline for completion to mitigate total costs and their impact on the annual JCC operational budget. One sign that was replaced at the General Services Department, for example, carried a total cost of \$1,600 in 2023. Obviously, new signage will carry a higher total cost in subsequent years, but these costs will need to be factored into the transition budget if deconsolidation moves forward.

Overall, there will be shifts and reallocations in the financials of a new separate school division for James City County. While JCC currently provides upwards of 90% of the total local revenue contribution to the consolidated school division, the costs associated with this, or any transition will need to be identified and factored into future County and school division operating and capital replacement budgets. As student enrollments shift with the transition, revenue received from local, state, and federal sources will also shift and change with each student to support their identified individual needs. However, as stated at the outset of this section, determining future revenues and costs for a new school division with a transition timeline that could potentially extend over four to six years from 2024, along with anticipated kaleidoscopic changes in economic factors and revenue allocations from various funding sources in these budget years, will demand careful consideration and anticipation as each new annual operating budget is crafted. Open communication between the school board and local governing bodies, as well as continued efforts to influence and lobby lawmakers in the Virginia General Assembly, will greatly assist in ensuring that these budgets are developed and fully funded to meet student needs and facilitate the daily operations of a new school division.

Preserving the Joint School Agreement

While the information contained in this study focuses on the potential action steps and larger considerations that James City County will undertake if the current joint school agreement is nullified, in the event that one governing body does not agree that deconsolidation is in the best interests of students, the City and County will be forced to create a new joint school agreement. While the current joint school agreement has undergone a considerable amendment process over the past seventy years as required by the language of the document, the possibility of negotiating a new joint school agreement brings the opportunity to reconsider how this document can be improved and strengthened to create a more comprehensive legal agreement. Other existing joint school agreements in Virginia that have been crafted by localities can provide insight into this opportunity.

In researching other joint school's agreements, one example of a consolidated school division agreement that mirrors the fiscal, geographic, and demographic scale of WJCC Public Schools is the joint agreement that exists between Fairfax County and Fairfax City in northern Virginia. A 1961 court order incorporated the City of Fairfax as an independent city from the County of Fairfax, yet Fairfax City remained the county seat.

In 1962 a School Services Agreement (SSA) between the City and County of Fairfax and the school divisions for each of these localities was formalized. Under this SSA, numerous appendices were also created in a subsequent amendment to the document in 1978, which is the only time that the original 1962 SSA was reviewed and amended. This stands in stark contrast to the WJCC Public Schools joint school agreement which specifies that the agreement will undergo a review and amendment process every five years. As a result, the WJCC joint school agreement has undergone numerous and extensive amendments over past decades, with the most recent change to the document having been ratified in May of 2022.

Amendments offered in 1978 to the original Fairfax SSA enumerate all tangible property that exists within the city of Fairfax Public Schools, along with detailed schedules and purchase option data. The original SSA empowers Fairfax County Public Schools to assume responsibility for all educational services across both the County and the City related to general curriculum and instruction, special education instructional costs and services, transportation technology infusion, human resources, including hiring and contracting of all Fairfax City Schools personnel and professional development programming delivered across the school divisions for the County and the City. Fairfax County Public Schools is one of the largest school divisions in the nation, with 199 separate school sites, 182,000 enrolled K-12 students, and an annual operating budget of \$3.8 billion dollars. By contrast, the annual operating budget of Fairfax City is approximately \$66 million with four schools and 2,800 students.

There is a separate five-member elected school board for the City of Fairfax Public Schools elected on non-staggered terms every four years. The jurisdictional powers of this body are largely operational and maintenance issues for the four school buildings that reside within the corporate limits of Fairfax City – Fairfax High School, Katherine Johnson Middle School, Daniels Run Elementary School, and Providence Elementary School. These four schools enroll and educate approximately 2,800 total students. Fairfax County students are also allowed to attend any of the schools within Fairfax City, and City of Fairfax students can also attend any school in Fairfax County, although City students are educated primarily in City schools. This factor serves as an important negotiation point for the City of Fairfax, as the City and County realize that if the SSA were to be terminated, this would put tremendous pressure on Fairfax County Public Schools to have to take their out-of-division students who attend City of Fairfax public schools back into their County schools and their attendance zones, which would trigger a substantial rezoning process for Fairfax County Public Schools.

One member of the Fairfax City School Board serves as a non-voting liaison to the Fairfax County School Board, which is a 12-member elected body consisting of nine members elected from established election districts in Fairfax County, three elected members at-large, and one student representative. All 12 school board representatives in Fairfax County are elected to four-year renewable terms. The non-voting liaison from Fairfax City meets with the larger body once per month to ensure that updates, information, and input from the City are provided to the County School Board. This ensures that all information and perspectives important to the City are included in the decision-making process of the Fairfax County School Board and that this information will go on public record.

The 25,000 residents of the City of Fairfax have and often do share feedback and occasional complaints with their Fairfax County counterparts. For example, when inclement weather forces school closures, Fairfax County Public Schools determine whether schools will remain open, close, or delay opening, as they oversee all transportation services for both school districts. The smaller geographic area and city limits of the City of Fairfax, however, means that on inclement weather days, many City students can either walk or be transported to school. This produces some friction between the families of City of Fairfax students and Fairfax County Public Schools, since they feel that this is a loss of in-person instructional time. The City will normally share their feelings on this and other matters with which they might not agree with the County; however, they also realize that they need to preserve the partnership with the County due to the enormous disparity between their budgets and the extensive range of services that the County provides to the City. They also realize that there are enormous benefits to their children through this partnership, such as access to special programs, such as Thomas Jefferson High School for Science and Technology, which is a Fairfax County school, a wide range of Advanced Placement, an International Baccalaureate program, Advancement Via Individual Determination (AVID), the Academy for Communication and the Arts, larger choices in extracurricular programming and seven separate language programs at each secondary school, and more competitive and robust athletic programs that would not be offered to their students if they were a

separate school division. Fairfax City High School is allowed under VHSL to compete in the larger divisional groups in Northern Virginia because of its affiliation with Fairfax County Public Schools under the SSA. This increases the level of competition for their student athletes and significantly reduces travel time between schools with whom they compete, since they do not have to travel farther to compete with smaller divisions.

Historically, division superintendents in Fairfax City Public Schools do not serve lengthy terms and oftentimes are selected by the five-member School Board from executive leaders who serve in Fairfax County Public Schools. According to the terms of the SSA, the City of Fairfax assumes the responsibility of maintaining and upgrading the schools and facilities that are within their locality's boundary. The City budget largely covers the cost of upkeep, as well as technology hardware and software, furniture, and other capital improvement costs. The County assumes all instructional and special education costs, personnel and support services, professional development, programming, pay scales, benefits, and all additional curriculum, instruction, and operating costs required to educate every student in both school divisions. There are occasions where the County will and is allowed under the terms of the SSA to make additional capital improvements to the City's school buildings or enhance technology, facilities, or other upgrades with agreement and approval from the City's School Board.

Under the terms of the SSA, the City also pays a tuition charge based upon a formula that allocates actual costs on an ADM basis, a systems and services availability charge of 4.8%, and a general and administrative overhead charge to the County of 3.2321%. School bus costs are excluded from operational costs to the City and program costs are computed separately for elementary, middle, and secondary school programs. The City pays these amounts to the County in four separate annual installments based upon estimated costs that are reconciled annually. The SSA specifies that amendments to the document can be considered between January and April of each year.

In the event of a dissolution of the SSA, there is a three-year termination period specified in the agreement. This is designated to allow the City time to calculate all termination costs that are outlined in the appendices of the agreement and to compensate the County in full for these services and equipment. The City would also be responsible upon termination to provide reimbursement for the purchase of the school buildings and facilities that remain within city limits. The City realizes that the cost of separation represents an enormous fiscal commitment that would likely not be feasible for a city of 25,000 people. While there is an enormous amount of specificity in the schedules of the SSA, much of the language of the core document remains general, allowing the localities to work together to find solutions to the issues that they might encounter along the way in their relationship.

Communication between the City and the County remains fluid, open, honest, and consistent. The division superintendents meet regularly, as do the School Board members of both bodies to discuss and share their perspectives and insight on programming, funding, instruction, personnel, pay scales, benefits, and all other issues that directly affect the smooth operation of both school divisions. Likewise, local officials from the City

and County meet regularly and maintain open lines of communication. If the City School Board feels the need to express dissatisfaction with the County School Board regarding any issues with the public schools, they normally do so through formal letters delivered by their school board liaison member. They will also publicly post this information through their communications specialist in the City of Fairfax Public Schools. With any disagreement that might arise, the two localities and the school divisions seek to work out their differences to the greatest extent possible, as the City realizes the greater benefit that is extended to their students through this arrangement.

By way of comparison, the City of Fall Church, VA, which maintains a separate City school division for roughly 2,700 students, pays approximately \$1.32 per hundred of assessed value for their real estate taxes. In contrast, residents of the City of Fairfax pay a real estate tax assessed at \$1.14 per hundred assessed values, largely due to costs that are controlled through the SSA. Essentially, City of Fairfax residents pay less in real estate taxes for education services that are supported by a partner school division in Fairfax County that is among the largest school divisions in the United States and which provide their students with opportunities and programs that they would not normally be able to afford at this lower tax rate.

While the specific terms of this agreement might not be completely transferable nor amenable to a renegotiated joint school agreement between the City of Williamsburg and James City County, there are important features of this agreement that may be considered as a new joint school agreement is developed for the future:

1. The terms specify in concrete and measurable language the total costs, materials, resources, tangible property, facilities, anticipated and expected costs that each locality must assume.
2. There is a determined termination period built into the document that provides both localities with reasonable time and opportunity to calculate the costs of separation and to prepare each locality for the transition.
3. The agreement, while specific in many of its terms, leaves many items open to input and feedback from both localities. The City has the task of ensuring that its facilities and buildings are well-maintained, which saves the County money in capital improvement costs, and has a structure that provides tuition money and reimbursement for instructional programming and support services that are based upon formulas that are agreed upon, legally bound by the agreement, and amenable to change during each annual budget development and approval cycle.
4. There is regular communication and avenues for formal and respectful disagreement that allow both localities to publicly air their grievances. The City has a five-member school board and division superintendent who oversee the daily operations of the school division and the SSA and work with the County to ensure that the flow of services and instruction to their students remain smooth and effective.

5. The division superintendents meet regularly to discuss issues and updates that are vital to the effective operation of the school division.
6. There is the recognition of the deeper commitment and dependence that each locality has upon the other in the overall mission of educating every child in both localities. The County could supplement additional funding to assist the City as much as possible and agreed and the City can also undertake improvements and enhancements to the physical learning environment for their students.
7. Both localities can anticipate with strong certainty what their overall operating budgets and capital expenditures will be based on determined formulas and expectations that are specified in the SSA. This allows each locality to keep costs controlled as they anticipate their annual educational expenditure based on the requirements specified in the SSA.

In the event that the City of Williamsburg and James City County are faced with the the need to renegotiate a new joint school agreement, this joint school agreement in Fairfax provides important considerations that could guide the localities to a stronger and more transparent negotiated agreement that provides concrete specificity to the often unpleasant business of financials and expenditures and leaves the lines of communication open for civil discourse and collaborative problem solving between the two school divisions as they debate and discuss operational and logistical aspects of running an effective consolidated school division seeking to provide the best service and support for every enrolled student.

Reflections and Conclusions

The process of deconstructing a consolidated school division with seventy years of history is a daunting task similar or akin to a very emotional and high-profile divorce. Seven decades of cooperation, collaboration, and focused work involving two local governments, one school board, and millions of educational professionals, employees, families, and community leaders who have invested multi-millions of tax dollars, countless dedicated hours and resources to ensure that every child in every school receives the best education possible now faces what everyone hopes might either become as amicable of a deconsolidation process as possible or a process by which the localities could find continued success as a consolidated school division with a new and stronger joint school agreement. Through this situation and every other one like it, the focus must be squarely on the students, who must be provided with stability, certainty, and the promise of a smooth transition through a potentially years-long process of separation if this is the path that the localities choose to undertake. The popular tendency in today's educational climate leans heavily toward consolidating or regionalizing school districts across Virginia and the nation for stronger budgets, better opportunities, expanded coursework and programming, and increased opportunities and achievement; however, a call for separation – if agreed to by all governing boards – is feasible as long as all parties remain open-minded, flexible, and dedicated to ensuring that the focus or end game of the deconsolidation brings greater benefits to students. It must be all about the students.

The road to deconsolidation as outlined in this study has a potential path that is governed by the Virginia Code, but the law speaks directly to the consolidation process and the establishment of new school divisions and the criteria that must be applied to their establishment. While the localities and the WJCC School Board must all vote in favor of separation for the deconsolidation process to begin, the Virginia Board of Education and the General Assembly of Virginia will guide and develop the relatively uncharted waters of deconsolidation once the local governing units have decided that they no longer see consolidation as a viable option.

A lot can happen along the road to deconsolidation. Should one local government or the School Board not vote in its favor, the system will then need to reconsider and renegotiate a new joint school agreement. While the former joint school agreement guided the process for seven decades, multiple amendments to the agreement over many years have altered the conditions, responsibilities, and expectations of each locality in the governance and support provided to a consolidated school division. While there will be contention and disagreement in any collaborative relationship, the ability of all parties to discuss and work through those issues to find the best possible outcomes grounded in compromise makes the relationship stronger. Although each side does not come out with everything that they wish to have, they are able to voice their ideas and grievances and work together to find a viable solution. A strong joint school agreement that solidly sets the financial expectations and specific roles and responsibilities that each locality serves in the relationship by providing the details of some of the more unpleasant topics, such as finance, but leaves open the door to continuous and regular

meetings, updates, and communication that make the relationship work can be realized. Once these bedrock issues have been determined and agreed upon, other more granular matters related to the daily and annual operation of the schools can simply be discussed and decided each year as issues arise. This way, the School Board or School Boards and local governments can focus on the more important, detailed, and intricate work of teaching and learning.

If the deconsolidation process gains the approval of all five governing bodies, there will be an interim period between 2025 and 2028 or potentially to 2030 where the process and its conditions will be defined and created by the Virginia Board of Education and the General Assembly of Virginia. These conditions will outline when the current consolidated School Board and Division Superintendent would transition from their current positions or terms and potentially outline target transition years for required actions that will keep both localities in compliance with requirements set forth in the Virginia Code.

Once these action steps have been imposed, the City of Williamsburg and James City County will turn their attention to the first major task of selecting and swearing in a school board for each of their new school divisions. This selection and establishment process for an elected or an appointed school board is outlined in the Virginia Code. The existence of current and elected school board members in James City County, however, would form the basis of a separate petition from the County to the Virginia Board of Education requesting if these elected board members might continue to govern in their elected positions. If this ability is granted by the VBOE, James City County may be able to move forward with larger internal decisions that will need to be made, ranging from the construction of a new middle school to house students who will be displaced from their current and future middle schools with deconsolidation to the selection and contracting of a new Division Superintendent. While these processes could potentially accelerate ahead of a separate developed timeline for the City of Williamsburg and its progress through the same process, it is anticipated that the City will require additional time, as it will be building an entirely new school division, and that the County could work within these parameters to ensure that they remain in sync with the transition timeline. James City County will be able to focus on its internal work of establishing its structures, policies, staffing, budgets, and other essential services for a separation school division. It will also need to coordinate extensively with the City of Williamsburg to ensure that the larger targeted timelines will guide when both separate school divisions will be ready to transition students and begin their inaugural year.

Through this interim period, a temporary joint school agreement should be developed outlining responsibilities, expectations, and agreed upon target dates for larger action steps that will be important to the deconsolidation process. This temporary agreement will bring the localities, their school boards, and eventually their superintendents together, along with community stakeholders, to ensure that these markers and milestones are reasonable and realistic. It will also set essential agreements for a process of the division of tangible property from the former consolidated school division.

As staffing, administrative leadership, budget and policy creation, construction, renovations, resources, and operational guidelines are developed and enacted internally and separately by each new school division, the larger and involved process of honoring the legal agreements found in the current and former joint service agreement that require the division of tangible property will be a far more involved, lengthy and, at times, contentious process. Through a joint procurement process developed, approved, and completed by both school divisions, every piece of property purchased by the former WJCC School Division will need to be assigned a value as collaboratively divided or assigned according to anticipated and projected needs for each school division. School buses, furniture, technology, textbooks, instructional resources, professional learning materials, and other materials and equipment will be identified, valued, and apportioned by a neutral third party to ensure to the greatest extent a fair and honest division of property. Collaboration and communication will be essential to the success of this and of the entire transition process.

James City County will also need to construct space during this transition period for a School Board and Central Office to house administrative leadership for the new school division that will support 14 school buildings and preschool early learning center located within the County. As the transition timelines approach the projected inaugural year, the JCC School Board will also need to engage in a very thoughtful, transparent, and participatory elementary and secondary school redistricting process. As the new school attendance zones are drawn for the elementary, middle, and high schools in JCC, transition teams at each school will begin the important and vital work of creating transition plans and activities designed to make the process of changing schools for students and their families affected by redistricting an exciting, familiar, and smooth process that builds relationships and invites new students and their families to engage with their new learning environments. The phased timeline for redistricting will ensure that there will be ample time to finalize new school attendance zones and successfully transition elementary students first, followed by secondary students. Collaboration and coordination between the City and County will also determine whether the high school students transition over a three-year scaffolded transition period, or whether they are all transitioned together, with consideration provided to rising juniors to remain with their entire graduation class for their senior years with the determined transition year.

Undoubtedly, there will be additional considerations, situations, planning scenarios and requirements that cannot be predicted or anticipated with any transition period. As guidelines and process steps are developed by the Virginia Department of Education, there will also be work to be done at the state level to determine how the new revenue sources for each new school division will be calculated and allocated. While WJCC Public Schools has developed its annual operating budgets using calculations based on two separate localities for the most part, areas where overlap and combined student enrollment data have been used to allocate revenue, such as in the determination of free and reduced meal recipients, VPSA allocations, and SOQ funding that supports identified staffing positions that each school division must support by law, will be recalculated by VDOE in collaboration with each new school division, their division superintendents, and their chief financial officers.

Once the final inaugural transition year has been determined and reached, and the final actions steps are achieved in the deconsolidation process, the real work of a new JCC School Division will begin. This study process continues to shed light on how the operations and efficiencies of a consolidated school division currently function and how new processes will need to be developed and applied to practice. It also shows that while each locality will ultimately operate its own separate school division, the localities will undoubtedly remain intricately intertwined through other joint services and agreements that continue to demand that these localities collaborate and communicate openly and effectively with one another.

Finally, each new school division will need to continue to provide a sharp, focused, and targeted approach toward raising the achievement of ALL students who attend their schools. Through this process, the achievement data that has been collected and reviewed show that the work of our schools, which experienced seismic dissonance and interruption through the pandemic period, continues to require the dedicated work of professionals, families, and the community to ensure that every student is met where they are and then successfully taken forward in their learning journey. Student subgroup performance in the current WJCC Public Schools and, potentially, in future separate school divisions will drive new and improved academic and remediation programs and enrichment opportunities that will provide every student with the ability to reach their full potential. This has remained the essential mission of every school division. Whether this can be achieved through the work of two separate future school divisions or through a reconstituted joint school agreement that will take both localities, their students, and their families well into the future with stronger cooperation, responsibilities, and expectations, the community's responsibility to students remains the one single most important responsibility and objective.

Work Cited

Clotfelter, C. T., Hemelt, S. W., Ladd, H. F., & Turaeva, M. R. (2023). School segregation in the era of color-blind jurisprudence and school choice. *Urban Affairs Review*, 59(2), 406-446.

Goulas, S. (2024). Breaking down enrollment declines in public schools.

Heneman, H. G., Judge, T. A., & Kammeyer-Mueller, J. D. (2019). *Staffing organizations*. McGraw-Hill.

<https://www.doe.virginia.gov/state-board-data-funding/data-reports/statistics-reports/interactive-data-dashboards/teacher-school-staffing-vacancy-dashboard>

Rebore, R. W. (2017). *Human resources administration in education: A management approach*. Allyn & Bacon, A Pearson Education Company, 75 Arlington Street, Boston, MA 02116.

Appendix A

Student Performance Data

SOL Test	JCC		Asian		Black		Hispanic		Multiple Races		White		Economically Disadvantaged		English Learners		Students with Disabilities	
	State %	Federal %	State %	Federal %	State %	Federal %	State %	Federal %	State %	Federal %	State %	Federal %	State %	Federal %	State %	Federal %	State %	Federal %
Grade 3																		
Reading	90.33%	71.41%	89.47%	65.00%	78.40%	57.94%	91.59%	59.82%	87.67%	67.12%	94.24%	79.80%	83.47%	55.06%	90.24%	38.30%	77.69%	38.64%
Math	94.10%	78.47%	100.00%	76.19%	83.74%	57.94%	91.82%	69.03%	93.06%	77.78%	97.76%	87.53%	87.65%	64.92%	93.33%	56.00%	79.84%	42.42%
Grade 4																		
Reading	88.94%	81.09%	100.00%	86.36%	75.37%	65.29%	91.60%	70.19%	81.82%	75.71%	92.87%	89.18%	79.68%	65.33%	98.15%	55.10%	70.75%	51.13%
Math	89.35%	81.09%	100.00%	90.91%	73.88%	55.37%	89.72%	71.43%	87.67%	81.43%	93.79%	90.60%	79.52%	63.27%	92.86%	56.86%	70.90%	49.24%
Grade 5																		
Reading	86.46%	77.64%	92.00%	86.96%	75.86%	60.00%	87.74%	67.01%	83.78%	72.06%	89.66%	86.17%	79.04%	60.61%	91.80%	57.69%	66.42%	45.74%
Math	80.36%	70.67%	89.47%	88.24%	62.41%	42.40%	79.61%	65.26%	83.58%	68.33%	86.65%	82.41%	65.84%	48.64%	83.87%	61.40%	59.26%	39.84%
Science	73.17%	71.39%	90.48%	86.36%	49.62%	48.51%	61.80%	55.56%	72.46%	72.46%	82.40%	81.60%	51.17%	49.25%	60.47%	46.43%	44.35%	42.64%
Grade 6																		
Reading	79.72%	72.46%	95.45%	94.74%	57.34%	45.00%	80.00%	63.11%	73.85%	67.74%	86.53%	82.78%	66.46%	52.79%	70.91%	45.61%	53.44%	37.69%
Math	80.76%	72.54%	92.00%	86.36%	68.59%	52.70%	68.50%	54.40%	76.39%	74.24%	88.16%	82.74%	68.26%	54.34%	61.67%	43.10%	60.29%	40.00%
Grade 7																		
Reading	84.48%	78.81%	100.00%	85.00%	75.66%	65.47%	77.78%	65.05%	78.05%	75.32%	89.62%	86.92%	75.45%	64.69%	71.15%	43.14%	65.38%	54.17%
Math	80.36%	71.07%	100.00%	80.00%	69.67%	50.00%	82.14%	68.00%	73.68%	64.71%	84.67%	81.39%	71.65%	57.69%	82.00%	63.64%	67.26%	46.67%
Grade 8																		
Reading/Writing	76.29%	79.22%	86.54%	85.19%	53.60%	58.73%	66.46%	59.09%	65.52%	64.91%	84.91%	90.09%	58.79%	62.60%	63.16%	38.46%	40.74%	42.27%
Math	80.00%	69.10%	94.44%	78.95%	72.03%	49.56%	73.56%	54.02%	71.19%	67.92%	85.81%	80.27%	70.52%	53.25%	77.50%	38.00%	62.75%	39.58%
Science	76.95%	72.66%	88.89%	82.14%	46.59%	44.80%	55.56%	47.13%	69.44%	71.43%	89.43%	84.93%	52.97%	49.60%	44.44%	32.08%	41.33%	37.63%
EOC																		
Reading/Writing	83.32%	91.48%	84.00%	90.48%	65.83%	78.69%	83.74%	83.33%	75.00%	91.67%	88.85%	95.94%	70.41%	80.98%	75.81%	50.00%	54.02%	62.77%
Algebra I	85.17%	92.51%	96.77%	90.91%	75.34%	84.42%	77.70%	90.00%	84.21%	97.14%	89.79%	94.16%	75.93%	87.82%	79.17%	95.83%	60.55%	72.92%
Geometry	89.13%	97.65%	94.12%	100.00%	77.19%	92.00%	80.49%	93.75%	89.09%	93.94%	91.89%	98.84%	79.31%	93.33%	77.78%	50.00%	60.00%	100.00%
Algebra II	92.67%	97.17%	100.00%	100.00%	83.33%	100.00%	90.91%	100.00%	100.00%	100.00%	91.74%	96.43%	85.00%	80.00%	100.00%	#DIV/0!	60.00%	
Earth Science	76.06%		71.43%		45.45%		65.91%		89.47%		86.81%		57.61%		50.00%		30.56%	
Biology	82.31%	75.37%	86.67%	81.25%	51.90%	53.47%	75.29%	63.08%	83.33%	76.00%	90.52%	83.06%	64.53%	54.76%	44.00%	42.11%	53.57%	43.04%
Chemistry	75.00%		100.00%		0.00%		100.00%		50.00%		72.73%		66.67%		100.00%		0.00%	
JCC	State %	Federal %	State %	Federal %	State %	Federal %	State %	Federal %	State %	Federal %	State %	Federal %	State %	Federal %	State %	Federal %	State %	Federal %
Reading	83.23%	78.85%	90.61%	84.87%	67.07%	61.28%	82.04%	66.19%	76.91%	73.45%	88.81%	87.46%	71.49%	62.47%	79.05%	46.65%	59.65%	46.95%
Math	85.18%	78.34%	95.86%	86.84%	72.39%	55.80%	80.34%	66.81%	83.11%	76.73%	90.21%	87.42%	74.34%	60.40%	80.73%	56.08%	65.99%	45.82%
Science	77.02%	72.99%	87.10%	83.33%	48.84%	48.61%	65.73%	54.58%	76.19%	73.14%	86.99%	83.27%	55.92%	50.73%	52.34%	39.84%	44.26%	41.20%
On-Time Graduation Rate	JCC		Asian		Black		Hispanic		Multiple Races		White		Economically Disadvantaged		English Learners		Students with Disabilities	
State = OGR	State %	Federal %	State %	Federal %	State %	Federal %	State %	Federal %	State %	Federal %	State %	Federal %	State %	Federal %	State %	Federal %	State %	Federal %
Federal = FGI	93.33%	90.72%	100.00%	100.00%	90.58%	82.61%	83.17%	81.19%	96.88%	93.75%	95.28%	93.92%	85.25%	79.42%	70.59%	64.71%	95.45%	74.53%
Chronic Absenteeism	JCC		Asian		Black		Hispanic		Multiple Races		White		Economically Disadvantaged		English Learners		Students with Disabilities	
State & Federal are Identical	State %	Federal %	State %	Federal %	State %	Federal %	State %	Federal %	State %	Federal %	State %	Federal %	State %	Federal %	State %	Federal %	State %	Federal %
Chronic Absenteeism	15.54%		6.91%		22.68%		19.89%		20.07%		11.97%		26.22%		18.70%		22.19%	

*Federal Data are based on individual school calculations collectively

Organizational Chart of Comparable Divisions to WJCCPS

FAUQUIER COUNTY PUBLIC SCHOOLS ORGANIZATIONAL CHART

Fauquier County School Board
Superintendent DR. MAJOR WARNER

School Board Clerk, Office Manager: GUNDR FARMER

Deputy Superintendent DR. BRAGHAIN BRILL

Office Manager: Ann Alexander

Director of Instruction: Whitney Baring

Director of Technology Services (Director): Tina Farnese

Director of Communications: Erica Yelland

Assistant Superintendent of Administration: DAVID GRAHAM

Assistant Superintendent of Business & Planning: PRASHANT SHRESTHA

Executive Director of Special Ed & Sub Services: NICK NAPOLI/TANO

Building Principals

Director of Human Resources: Mary Wyckoff

Assistant Director of HR

HR Administrator: Linda Lee

Build Supervisor: Angie Aubrey

Build/Construction Supervisor: Emily Farnese

Build/Construction Supervisor: Sarah Fyfe

Build/Construction Supervisor: Les Bulgorey

Build/Construction Supervisor: Sherron Boddie

Build/Construction Supervisor: Linda Carroll

Build/Construction Supervisor: Kirby Crane

Build/Construction Supervisor: Sarah Fyfe

Build/Construction Supervisor: David Kusma

Build/Construction Supervisor: Barbara McCallister

Build/Construction Supervisor: Sarah Terwilliger

Build/Construction Supervisor: Chery Teelkey

Budget & Mgmt Analyst: Bonnie Mawick

Educational Technology Leader

Information Resources Manager: Todd Wicking

Network Analyst: Travis Kowals

Network Analyst: Dulaine Schreiber

Support Analysts

Application Services Manager: Bonnie King

Business Analyst: Patty Allen

Business Analyst: Donna Combsen

Construction Manager: Jack Johnson

School Nutrition Supervisor: Amanda Tisdale

School Nutrition Analyst: Camellie Harris

Assistant Director of Transportation: Chris Ryan

Supervisor (Special Services): Alice Curtis

Building Services: Karve Embrey

Budget & Mgmt Analyst: Dana Rhodes

Director of Facilities: Tom Edwards

Area Building Managers

Director of Nutrition: JoAnn Fox

Food Service Manager, Assistant Manager, Cooks

Director of Transportation: Duane Marshall

Supervisor Safety & Training: Stephanie Butler

Bus Drivers

Technical Budget Manager: Malyna Rhodes

Budget & Mgmt Analyst: Ami Colles

Student Services Supervisor: Donna Gorman

Attendance Case Managers

Student Services Coordinator: Michael Wines

School Support Coordinator: Michael Zooli

School Health Coordinator: Larita Brown

Research Specialist: Becky Moore

Office Manager: Kelly Webb

Director of Special Services: RENEY CORPENO

Behavioral Supervisor: Angie Gorn

Behavioral Supervisor

Behavioral Supervisor: Valerie Bonadelle

Supervisor (JPL/EEC): Amy Knechtley

Behavior Analysts

Occupational Therapists

School Social Workers

Speech Therapists

Speech and Language Pathologists

Psychologists

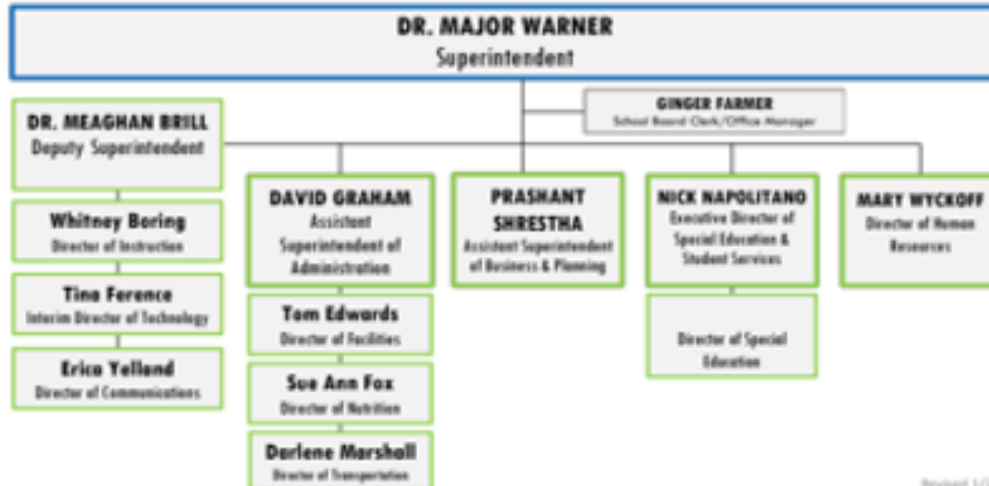
Physical Therapists

Specialists: Translators, Nurse/Health, Assistive Technology, Medial

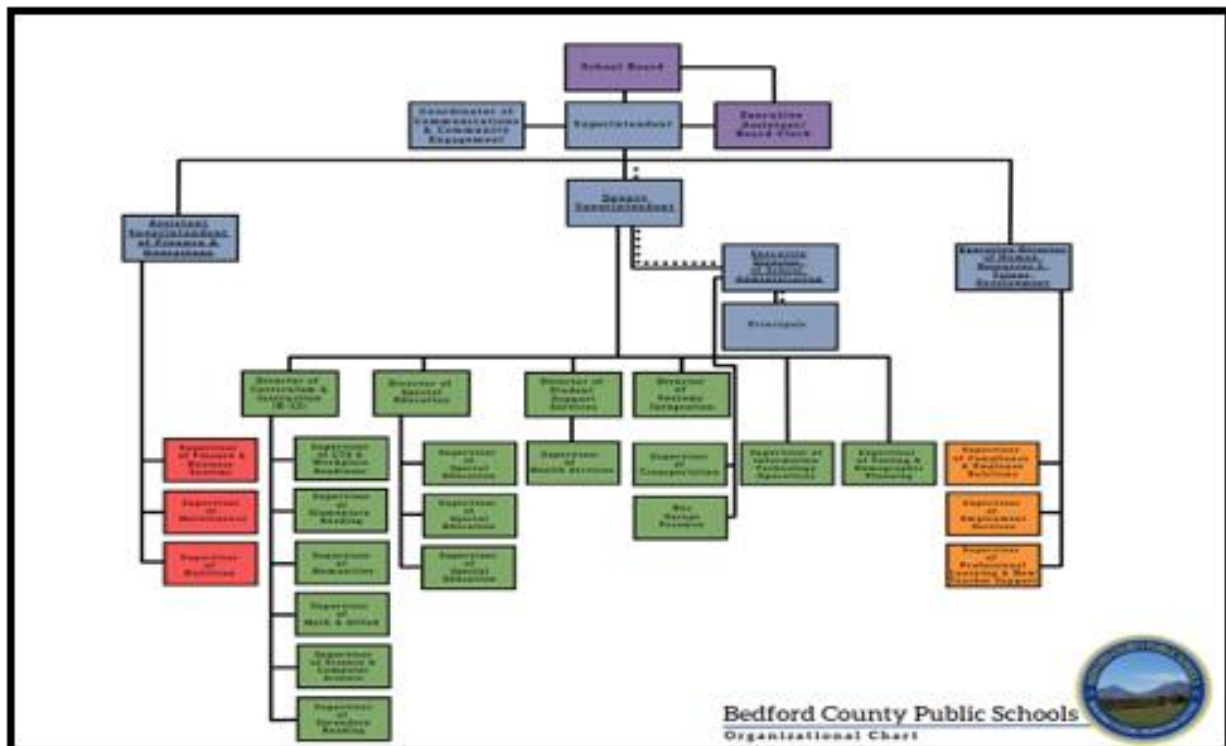
Revised 1/29/24



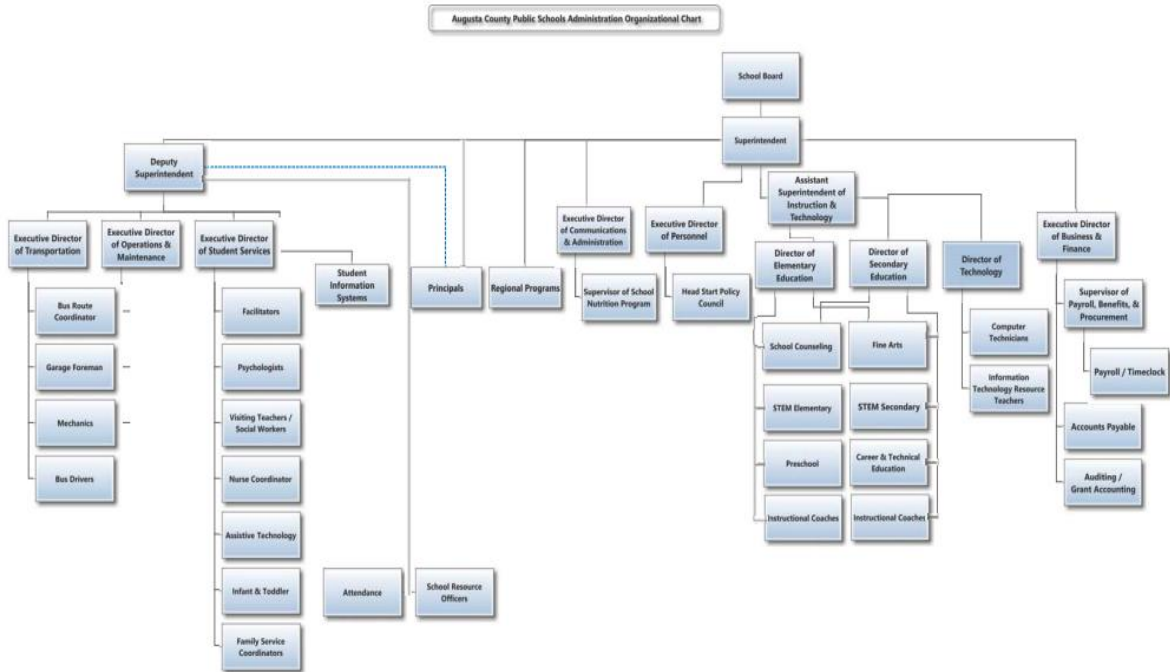
FAUQUIER COUNTY PUBLIC SCHOOLS SENIOR STAFF



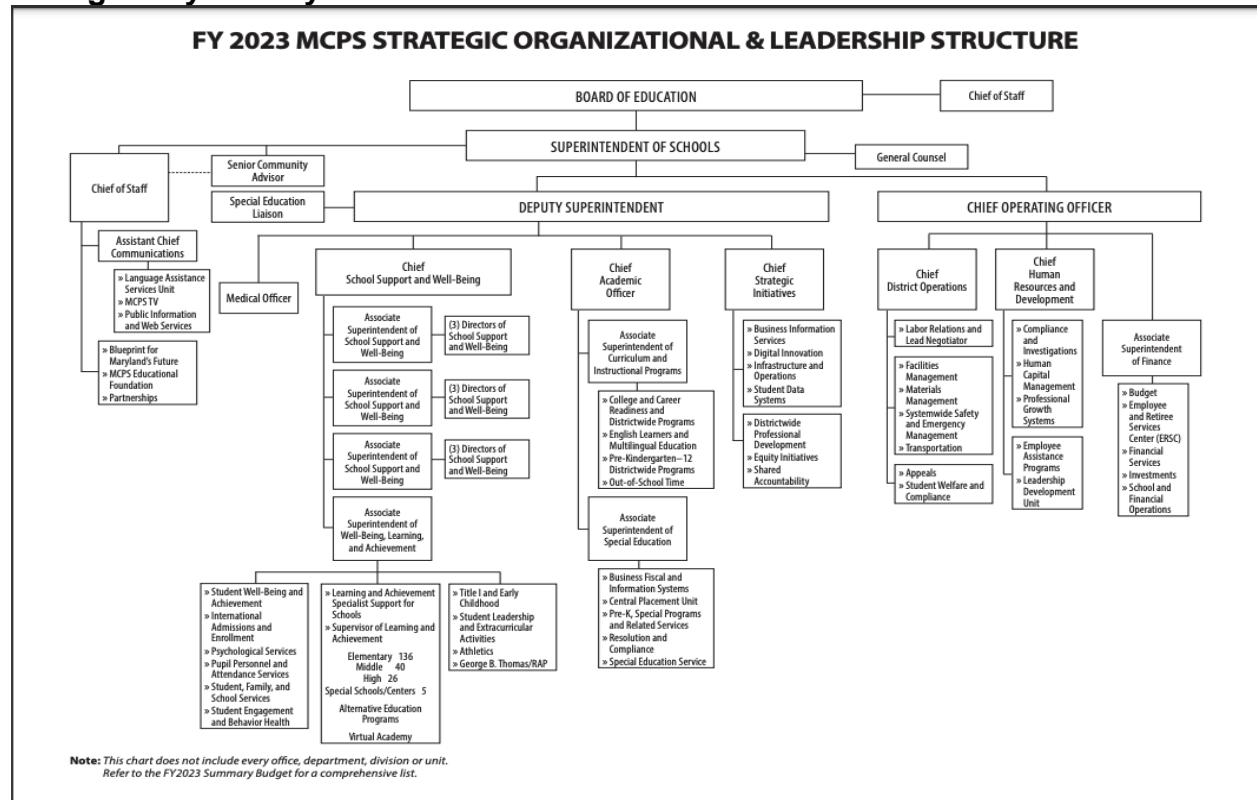
Bedford County Public Schools



Augusta County Public Schools



Montgomery County Public Schools



Appendix C

Cost Analysis of Construction of a New Middle School (2023)

2023 Middle School Cost Analysis

James City County

August 4, 2023

SCOPE OF WORK:

1. Design and build a new 950 student middle school (to match the Hornsby Middle School).
2. Size of new middle school = 145,458 gsf.
3. Value Engineering throughout the Design Phase can help reduce construction costs.

ASSUMPTIONS:

1. Bid in 2024.
2. Multi-story middle school.
3. 24 months construction.
4. Reasonable sustainable design included in required architectural and engineering design services, but LEED Certification is not included.
5. Coordination of Owner provided technology design included in required architectural and engineering design services.
6. Soft costs are not included for land purchase.
7. A suburban site is assumed.
8. Off-site work costs are not included.

2024 CONSTRUCTION COSTS	Size	Unit Cost	Construction Cost
Site Development	30 Acres	\$875,000/Acre	\$26,250,000
Building Construction	145,458 gsf	\$430/gsf	\$62,546,940
Approximate Hard Construction Cost (if bid in 2024):			\$88,796,940
5% Project Construction Contingency			\$4,439,847
Sub-Total Approximate Hard Construction Cost with Project Construction Contingency:			\$93,236,787

Square Feet per Student at 0.85 Utilization Factor for 950 Students (1,118 equivalent students):

153 sf

REQUIRED ARCHITECTURAL AND ENGINEERING (A+E) BASIC DESIGN SERVICES

Approximate A+E Design & Project Management fee based on Scope of Work for Construction Cost (A+E fee can be negotiated for scope)

Design Cost

\$6,926,161

- Does not include any potential Additional Services that may be requested by the Owner
- Concept Design through Construction Administration for Architectural, Civil, Structural, MEP, Kitchen, Hardware, and Cost Estimating

Sub-Total Required A+E Basic Design Services Soft Cost:

\$6,926,161

FURNITURE, FIXTURES, AND EQUIPMENT (FF&E)	Budget Size	Unit Cost	FF&E Cost
Furniture	145,458 gsf	\$15/gsf	\$2,181,870
Computers, wiring, security, and telephone (price could vary greatly)	145,458 gsf	\$20/gsf	\$2,909,160
Sub-Total Approximate FF&E Soft Cost:			\$5,091,030
SUB-TOTAL HARD COSTS			
Approximate Hard Construction Cost			\$88,796,940
Sub-Total Approximate Hard Construction Cost:			\$88,796,940
SUB-TOTAL SOFT COSTS			
5% Project Construction Contingency			\$4,439,847
Required A+E Basic Design Services Soft Cost			\$6,926,161
Approximate FF&E Soft Cost			\$5,091,030
Sub-Total Approximate Soft Costs:			\$16,457,038
PROBABLE TOTAL HARD AND SOFT COSTS IF BID IN 2024:			\$105,253,978

Please note that all costs estimated herewith represent a conceptual cost analysis based upon recent school costs in the region. These cost estimates cannot be guaranteed or warranted and no such claim is being made herewith. These costs are for planning purposes only and contingencies are highly recommended for planning stages. Many things can affect the overall cost of construction - the state of the economy (local, regional or national), the availability of materials and labor, the time of year a project is bid, the cost of energy, etc.

Other soft costs are excluded - permit fees, primary utility fees, VDOT fees /bonds, land acquisition costs, first-year staffing costs, phase 1 and phase 2 environmental remediation costs and services

Appendix D

Fairfax County and City of Fairfax School Services Agreement

SCHOOL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into this tenth day of August, 1978, by and between the CITY OF FAIRFAX, VIRGINIA, a municipal corporation (hereinafter referred to as "City"), party of the first part; the SCHOOL BOARD OF THE CITY OF FAIRFAX, VIRGINIA, a body corporate (hereinafter referred to as "City School Board"), party of the second part; the BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA, a body corporate and politic (hereinafter referred to as "County"), party of the third part; and the COUNTY SCHOOL BOARD OF FAIRFAX COUNTY, VIRGINIA, a body corporate (hereinafter referred to as "County School Board"), party of the fourth part.

WHEREAS, pursuant to ARTICLE III of an Agreement between the parties hereto dated April 7, 1965, the said parties contracted for the provision of school tuition services and for the transfer of certain facilities from the County and County School Board to the City and City School Board; and,

WHEREAS, pursuant to a Tuition Contract dated August 12, 1965, the City School Board and County School Board further set forth the terms and conditions of such contract for school tuition services; and,

WHEREAS, both Article III of the said Agreement dated April 7, 1965, and the said Tuition Contract dated August 12, 1965, have been amended from time to time and are referred to herein collectively, as amended, as "School Tuition Contract;" and,

WHEREAS, certain disputes as to the administration, operation, charges and billing pursuant to the said School Tuition Contract have arisen between the parties hereto; and,

WHEREAS, by Notice of Termination dated December 12, 1977, the County and the County School Board terminated the School Tuition Contract, effective June 30, 1979; and,

WHEREAS, it is the desire of the parties hereto to adjust and settle all disputes arising under the School Tuition Contract and to enter into a new contract for the provision of school services and tuition.

Now, therefore, THIS AGREEMENT

W I T N E S S E T H,

that for and in consideration of the mutual promises and covenants herein contained, the parties hereto agree as follows:

ARTICLE I

SCHOOL SERVICES

1. Education of City Children. The County School Board agrees to accept all Fairfax City children of school age, so certified by the City School Board, for attendance and education in schools operated by the County School Board and, in full payment for such services, to accept and receive from the City and City School Board compensation as hereinafter determined. City children will be educated in City-owned schools or schools for which the City and City School Board have a purchase option (both types of schools hereinafter referred to as "subject schools") insofar as the same is practical. The County School Board agrees to educate City children in subject schools and others if needed and as hereinafter provided. Additional elementary schools, if needed, shall be provided by the City and City School Board as provided for in Paragraph 2, Article I.

2. Additional Students. The responsibility for housing additional elementary students resident in the City for which there is no capacity in subject schools shall belong to the City and City School Board. The City and City School Board agree to construct and will own such additional elementary schools and will provide the same equipped to the County School Board and County School Board will accept such schools for operation, maintenance and control pursuant to the terms of this Agreement. The City and City School Board will be under no obligation under this contract to construct additional intermediate or high school buildings.

3. Standards of Education. The County School Board agrees to provide for City children as nearly as possible the same pupil-teacher ratio and general education standards as are provided for County children.

4. Administration and Management. Administration, control and operation of the school system pursuant hereto shall remain the function of the County School Board and the County School Board shall have full administrative and operational control of subject schools for school purposes.

5. Coordination of School Boards. It is the intention of the parties that continuing liaison exist between both School Boards. To this end, the City School Board shall designate one of its members to attend the meetings of the County School Board and to present the views of the City School Board on matters affecting the education of City children. In addition, the County School Board and the City School Board shall meet annually in December, and, on motion of either School Board, at such other times as the Boards may mutually agree, to discuss matters of mutual interest.

6. Consultation Between Superintendents. The Superintendent of City Schools and the Superintendent of County Schools, or their respective designees, shall, from time to time, consult in matters affecting the education of City children. The benefit and burden of such consultation shall be upon both parties and shall take place in a timely manner. The matters consulted upon shall include, but not be limited to, the following: boundary changes, school closings, selection of principals, citizen participation on advisory groups, addressing special community needs in schools within the City, use of schools for non-school activities, and handling of complaints.

ARTICLE II

BUILDINGS AND EQUIPMENT

1. Option to Purchase. The County and the County School Board, for and in consideration of the mutual benefits herein contained, and for the further consideration of Ten Dollars (\$10.00) paid by the City and City School Board to the County and County School Board, the receipt of which is hereby acknowledged, do hereby grant, give and convey to the City and City School Board an OPTION TO PURCHASE all of the following schools, including the

land, buildings, fixtures and equipment (except such equipment as is located in a school for centralized special education programs or for purposes other than the operation of that school): Layton Hall Elementary School, Sidney Lanier Intermediate School, Westmore Elementary School, and Greenacres Elementary School. Such option to purchase may be exercised under the following terms and conditions:

(a) This option shall terminate if not exercised on or before June 30, 1980.

(b) All schools listed above must be purchased if this option is exercised.

(c) "Equipment" is defined in Paragraph 7 of this Article.

(d) The purchase price of the schools under this option shall be \$2,959,053.94, as established pursuant to the former School Tuition Contract, plus the cost of capital improvements to the said schools made by the County School Board during the term of the said School Tuition Contract, less all credit for principal paid or accrued to the County School Board during the term of the said School Tuition Contract through June 30, 1978, and not credited against the purchase of "old" Fairfax High School.

(e) In order to exercise this option, the City and City School Board shall give written notice on or before June 30, 1980, to the County Executive and the Superintendent of County Schools. Transfer of titles and settlement under this option shall take place not less than ten days nor more than twenty days after the date of such written notice. Payment therefor shall be made to the County School Board.

(f) The County and the County School Board warrant marketable title and will give warranty deeds to the properties conveyed but they shall have reasonable time to correct any defects in title reported by the title examiner.

(g) If the option to purchase is not exercised prior to

July 1, 1980, the City agrees to pay a debt service charge as computed pursuant to the School Tuition Contract, except for substitution of average daily membership (ADM) for average daily attendance (ADA). Such debt service charge shall begin July 1, 1980, and shall continue until such time as the purchase of all schools is completed or until the effective date of termination of this Agreement.

2. Option to Purchase After June 30, 1980. Should the City and City School Board fail to exercise the option to purchase set forth in Paragraph 1 of this Article on or before June 30, 1980, the City and the City School Board shall have the further option to purchase all such schools as a group thereafter by giving written notice to the County Executive and the Superintendent of County Schools of their intention to exercise such option at least one year prior to the effective date of the termination of this Agreement. The purchase price of such schools after June 30, 1980, shall be equal to the total fair market value of such schools reduced by the credit for principal paid or accrued to the County School Board by the City and the City School Board pursuant to both the School Tuition Contract and this Agreement. Total fair market value of such schools shall be determined by agreement of the parties hereto. In the event that such an agreement is not reached between the parties hereto within 60 days of the date of the notice, three qualified appraisers shall be appointed, one to be selected by the City School Board, one to be selected by the County School Board, and the third to be selected by the other two so chosen. Each appraiser shall determine the fair market value of such schools independently of the others, and they shall present their findings to both School Boards. Each School Board shall bear one-half the expense of such appraisals. The parties hereto shall be guided by the average of the three appraisals of such schools in seeking to establish an agreed-upon fair market value therefor. In the event that the parties hereto are unable to conclude an agreement after presentation of the appraisals, then any party may file an action

for declaratory judgment in the Circuit Court of Fairfax County, Virginia, to determine the fair market value of such schools as of the time that the action for declaratory judgment is filed. The parties hereto shall be bound by the determination of fair market value made upon final adjudication of such litigation. Transfer of titles and settlement under this option shall take place not less than ten days nor more than twenty days after agreement as to fair market value or final adjudication thereof. Payment therefor shall be made to the County School Board and, if a declaratory judgment action was filed, the payment shall include interest at the rate of 6% per annum from the date of the filing of the action for declaratory judgment. The County and the County School Board warrant marketable title and will give warranty deeds to the properties conveyed but they shall have reasonable time to correct any defects in title reported by the title examiner. In the event that the City and the City School Board should fail to close after a final determination of fair market value as aforesaid, this option to purchase shall continue during the term of this Agreement; however the fair market value of such schools shall be redetermined in the manner set forth hereinabove in the event that the City and the City School Board seek to exercise this option to purchase thereafter.

3. Right of First Refusal. Notwithstanding the option to purchase of the City and the City School Board, the County School Board may, after June 30, 1980, sell or otherwise dispose of any surplus County-owned subject schools after providing the City and the City School Board a right of first refusal to purchase such school or schools at the fair market value thereof, as determined in Paragraph 2 of this Article, and to apply to such purchase price such share of the credit for principal paid or accrued to the County School Board by the City and the City School Board as bears the same ratio to the total of such credit as the value of the said school to be acquired bears to the total value of the schools subject to such option to purchase, established in the 1965 School Tuition Contract.

4. Maintenance. Upon the effective date of this Agreement and thereafter so long as this Agreement shall remain in effect, the County School Board will provide maintenance on subject schools equivalent to that maintenance provided by the County School Board to all other County-owned schools.

5. Minor Improvements. The County School Board may make minor improvements to subject schools and add the actual cost thereof to the tuition payment to be made by the City and the City School Board pursuant hereto; provided that the City School Board expressly approves such improvements in writing prior to the installation thereof. In the event that the City School Board fails to approve minor improvements, the County School Board reserves the right to make such improvements without adding the cost thereof to the tuition charge.

6. Capital Equipment. In the event the County School Board desires to install capital equipment (as opposed to replacement equipment) in any subject school for any purpose, the County School Board shall offer prior to purchase, in writing, to the City School Board, the option to purchase such capital equipment at the actual cost thereof to the County School Board for a reasonable time prior to its installation. If the City School Board agrees to purchase such equipment, the actual cost thereof to the County School Board shall be added to the charges to be made to the City and City School Board pursuant to this Agreement after the delivery of such equipment to a subject school and such capital equipment shall be the property of the City School Board. In the event the City School Board fails to approve such purchase, the County School Board reserves the right to purchase and place in subject schools certain capital equipment required for County-wide programs. Such equipment shall remain the property of the County School Board.

7. Inventory. An inventory of equipment (indicating the date of acquisition thereof) in all subject schools shall be prepared by the County School Board on or before June 30, 1978, reflecting equipment in subject schools as of April 30, 1978.

receipt of which is hereby acknowledged by the City School Board. Such inventory shall be updated annually thereafter. Such annual updates shall indicate the ownership of such equipment and shall be submitted to the City School Board. For purposes of this Paragraph, "equipment" is defined and illustrated in Attachment "A."

8. Major Capital Improvements. The County School Board may make major capital improvements to any of the subject schools at the expense of the County School Board; provided, however, that prior to June 30, 1980, or to the exercise of the option to purchase of the City and City School Board pursuant hereto, whichever first occurs, the cost of such improvements to a County-owned school shall be added to the purchase price of such school if the City School Board expressly approves such improvements in writing prior to the installation thereof. The City School Board may make major capital improvements to any of the subject schools, if the County School Board expressly approves such improvements in writing prior to the installation thereof. The cost of such improvements made by the City School Board shall not be added to the purchase price of any County-owned school under the option to purchase to be exercised on or before June 30, 1980.

9. Other Use of Buildings. The City and City School Board may use all subject schools for City functions which do not interfere with the use of said schools for school purposes. All requests for use of such schools shall be cleared through the Superintendent of County Schools or his designee pursuant to the building use policy of the County School Board.

ARTICLE III

COMPENSATION FOR SERVICES

1. Charge for Services. The City and City School Board shall pay to the County School Board a tuition charge to be computed as set forth in the tuition formula, with exhibit, which is attached hereto and made a part hereof as Attachment "B." This tuition charge shall consist of the following:

- 8 -

(a) The actual expenditures for the education of City children in the County school system, including those assigned to City-owned schools. Actual expenditures of the County School Board are those stated in the Superintendent's Annual School Report to the State Department of Education, as converted to program budget format.

(b) A systems and services availability charge as set forth in the tuition formula. Such charge is intended to recognize the value of miscellaneous support facilities and services of the County School Board that are generally available as resources for the education of City children pursuant to the terms hereof.

(c) A County general and administrative charge as set forth in the tuition formula. Such charge is intended to compensate the County for the share of the City and City School Board for the services provided to the County School Board. The County agrees that payment for such charge shall be made directly to the County School Board.

2. Programmatic Costs. The actual expenditures for the education of City children in elementary, intermediate and secondary programs shall be computed separately for each such program. For this purpose, the total operational costs of the County School Board shall be divided into the following programs: elementary education program cost, intermediate education program cost, secondary education program cost, and other operational costs.

3. Revenue Credits. Total operational costs of the County School Board shall be reduced by the total amount of federal, state, local and other miscellaneous revenues received by the County and County School Board, but not by the City and City School Board, to the extent that such revenues are provided to the County and County School Board to defray such total operational costs of the County School Board.

4. Average Daily Membership (ADM). The number of City children and County children will be determined on the basis of

"average daily membership" (ADM) as computed by the Virginia Department of Education for purposes of Basic State Aid to local school divisions. Only full-time pupils in ADM for the first seven (7) months of school shall be counted. Summer school students and full-time equivalent students shall not be counted.

5. School Buses. Total operational costs of the County School Board shall be reduced by the total amount of expenditures by the County School Board for the purchase or lease of replacement school buses. In lieu thereof, the City and City School Board shall pay to the County School Board an annual school bus rental fee for each bus used by the County School Board to transport City children, which annual rental fee shall be equal to one-tenth the then current purchase price of a school bus of the type predominantly used to transport City children.

6. Classroom Rental Charge. At such time as the City and City School Board purchase the County-owned subject schools, a classroom rental charge shall be imposed as follows: Annually at the end of each school year, the difference between the average daily membership of City children attending County-owned schools and the average daily membership of County children attending City-owned schools shall be calculated (hereinafter "net children"). The Superintendents of both school systems may, in their discretion, agree not to count certain children for purposes of the classroom rental charge. In the event that such difference does not exceed two hundred (200) children, no charge for classroom rental will be made to any party for that year. For every net City child in excess of two hundred (200) attending County-owned schools, the City and City School Board shall pay a classroom rental charge as set forth hereinafter to the County School Board in addition to the other charges established pursuant hereto. For every net County child in excess of two hundred (200) attending City-owned schools, the total charges to be paid by the City and City School Board to the County School Board shall be reduced by such classroom rental charge. Such classroom rental charge per child shall be computed by

dividing the total debt service paid by the County School Board in such year, including principal and interest, by the total average daily membership of City and County children.

7. Tuition Formula Format. The tuition formula (Attachment "B") is intended to reflect the reporting criteria and categories established by the Virginia Department of Education as of the date of this Agreement, as well as the program budget format of the Fairfax County School Board. In the event of a change in such reporting criteria, categories, or in such budget format, it is agreed by the parties hereto that this formula may be adjusted to reflect any such change.

8. Payment Schedule. All estimates shall be computed based upon the approved operational budgets of the County and County School Board, and shall be furnished the City School Board not later than June 30 of each year. Payments will be made in four equal installments. The first installment shall also include any required adjustments to the charges paid for the prior year to reflect actual expenditures. The first installment shall be billed on or before August 31 of each year. It shall be due on September 30, or 30 days after such billing is received, whichever is later. The remaining three installments shall be due on November 15, February 15, and May 15 of each year.

9. Late Charges. Failure to pay any installment when due shall result in the imposition of a late charge upon the amount owed calculated on a per diem basis for each day which such installment remains unpaid, at the prime commercial interest rate of Riggs National Bank, Washington, D.C., or its successor, in effect as of the due date of such installment.

ARTICLE IV

TERMINATION

1. Term. This Agreement shall be perpetual unless terminated by the City and City School Board or by the County and County School Board effective as of June 30 in any year; provided, however, that written notice of such termination is provided to the County

Executive and Superintendent of County Schools, in the event of termination by the City and City School Board, or to the City Manager and Superintendent of City Schools, in the event of termination by the County and County School Board, not less than three years prior to the effective date of such termination.

2. Adjustment upon Termination. In the event of termination of this Agreement, a final reconciliation of all charges due pursuant hereto shall be made. Such reconciliation shall include an adjustment to reflect actual expenditures during the final year of the contract, and a charge to the City and City School Board for their portion of any operational costs accrued by the County School Board with respect to the final year of the contract whether or not budgeted in such year which are to be paid thereafter, including July and August salary payments for services rendered in the final year of the Agreement. Such accrued operational costs shall be allocated based upon the ratio of the average daily membership of City children to the total average daily membership of City and County children during the final year of the contract. The amount of such accrued operational costs allocated to the City and City School Board shall be reduced by a credit in the amount of \$129,351.98. The final adjustments shall be calculated and reimbursed to the County School Board based upon actual quarterly expenditures. Such invoices shall be as of September 30, December 31, March 31, and June 30 in the year following the effective date of termination and shall be due within 30 days of receipt. The late payment penalty clause is applicable.

3. Purchase of County-Owned Schools. Upon notice of the termination of this Agreement, the City and City School Board may purchase all County-owned subject schools, if not purchased previously, under the terms and conditions outlined in Article II, Paragraphs 1 and 2. The option to purchase shall terminate one year prior to the effective date of termination. If the option to purchase is not exercised by the City and City School Board, the City and City School Board will have no rights with regard to the County-owned subject schools and will receive no credit for

principal paid or accrued to the County School Board by the City and City School Board pursuant to the School Tuition Contract and this Agreement for any purpose.

4. Supplies. In the event of the termination of this Agreement, the City School Board shall have the option to purchase any or all of the supplies (then located in subject schools) including materials, textbooks and library collections at a price based on depreciated values to be negotiated. "Supplies" are defined and illustrated in Attachment "C." In all City-owned schools and in those subject schools which the City and City School Board purchase (pursuant to the terms of this Agreement) all school activity funds and clearly identified gifts by PTA's and City residents shall become the property of the City School Board without charge.

5. Transfer of Responsibility. Upon the termination of this Agreement the County School Board will not be obligated to provide further education to City students and the operation, maintenance and control of City-owned school facilities shall thereupon be transferred to the City School Board.

6. Transition. Because the cancellation of this Agreement would necessarily require the City School Board to operate its own school system upon termination of this Agreement, the County School Board agrees to furnish all records, reports, statistical data and other information which would be needed or helpful to the City School Board in preparation for operation of its separate school system. If desired by the City School Board, the County School Board agrees to furnish from the administrative staff of the County School System a consultant to assist City school officials for a period not to exceed three (3) months. The City School Board agrees to pay to the County School Board the monthly salary and necessary expenses of the said consultant for that period of time during which such services are rendered to the City School Board.

ARTICLE V

MISCELLANEOUS

1. Effective Date. The effective date of this Agreement is July 1, 1978.

2. Amendment. This Agreement may be amended from time to time by mutual agreement, in writing, of the parties hereto. In each year, items to be considered as possible amendments or modifications hereto shall be identified by either School Board and transmitted in writing to the other School Board prior to January 15. Any such items shall be considered by both School Boards between January 15 and April 1. In the event that agreement has not been reached between the parties hereto by April 1 as to any such item, this Agreement shall continue in full force and effect without modification as to such item during the school year immediately following.

3. Release of County. Except as otherwise expressly provided herein, the City and City School Board do hereby release, acquit and forever discharge the County and County School Board of and from any and all claims, actions, causes of action, demands, rights, damages, costs, expenses and compensation whatsoever, which the City and City School Board now have or may hereafter accrue, arising from the administration, operation, charges, billing and termination of the said School Tuition Contract, as amended.

4. Release of City. Except as otherwise expressly provided herein, the County and County School Board do hereby release, acquit and forever discharge the City and City School Board of and from any and all claims, actions, causes of action, demands, rights, damages, costs, expenses and compensation whatsoever, which the County and County School Board now have or may hereafter accrue, arising from the administration, operation, charges, billing and termination of the said School Tuition Contract, as amended.

5. Governing Law. This Agreement shall be governed by the laws of the State of Virginia both as to interpretation and performance.

6. Whole Agreement. This instrument and its attachments embody the whole agreement of the parties. There are no promises, terms, conditions and obligations other than those contained herein, and this Agreement shall supercede all previous communications,

representations or agreements, either verbal or written, between the parties hereto with respect to school services and tuition.

7. Modification and Waiver. No modification or waiver of any of the terms hereof shall be valid unless in writing and executed with the same formality as this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed in their corporate names and their corporate seals to be affixed hereto and attested by due authority.

CITY:

CITY OF FAIRFAX, VIRGINIA,
a municipal corporation,

(SEAL)
ATTEST:

Anthony L. Wilkinson
City Clerk

By: Frederick W. Scherler
Its Mayor

CITY SCHOOL BOARD:

SCHOOL BOARD OF THE CITY
OF FAIRFAX, VIRGINIA, a
body corporate,

(SEAL)
ATTEST:

Mary E. Bissett
Clerk

By: Richard A. Recker
Its Chairman

COUNTY:

BOARD OF SUPERVISORS OF
FAIRFAX COUNTY, VIRGINIA,
a body corporate and politic,

(SEAL)
ATTEST:

John W. Wood
Clerk

By: J. Montury
Its Chairman

COUNTY SCHOOL BOARD:

COUNTY SCHOOL BOARD OF
FAIRFAX COUNTY, VIRGINIA,
a body corporate,

(SEAL)
ATTEST:

Margaret K. Parks
Clerk
(Deputy)

By: Volney F. Fager
Its Chairman

- 15 -

ATTACHMENT "B"

TUITION FORMULA
FAIRFAX COUNTY PUBLIC SCHOOLS
Fairfax City Tuition Estimate
School Year _____

1.	Total operational costs <u>1/</u>	\$ _____
2.	Elementary Education	
a.	Elementary Education Program Cost <u>2/</u>	\$ _____
b.	Total ADM - Elementary Education <u>3/</u>	_____
c.	Elementary Education Cost per child (Item a divided by Item b)	\$ _____
d.	City children in ADM - Elementary Education <u>3/</u>	_____
e.	City costs of Elementary Education (Item c multiplied by Item d)	\$ _____
3.	Intermediate Education	
a.	Intermediate Education Program Cost <u>2/</u>	\$ _____
b.	Total ADM - Intermediate Education <u>3/</u>	_____
c.	Intermediate Education cost per child (Item a divided by Item b)	\$ _____
d.	City children in ADM - Intermediate Education <u>3/</u>	_____
e.	City costs of Intermediate Educa- tion (Item c multiplied by Item d)	\$ _____
4.	Secondary Education	
a.	Secondary Education Program Cost <u>2/</u>	\$ _____
b.	Total ADM - Secondary Education <u>3/</u>	_____
c.	Secondary Education Cost per child (Item a divided by Item b)	\$ _____
d.	City children in ADM - Secondary Education <u>3/</u>	_____
e.	City costs of Secondary Education (Item c multiplied by Item d)	\$ _____
5.	Other Operational Costs	
a.	Remaining Operational Costs [Item 1 less Items 2(a), 3(a), and 4(a)]	\$ _____
b.	Total operational revenues received from state, federal and local sources not received directly by the City and City School Board <u>4/</u>	\$ _____
c.	Replacement bus expenditure <u>5/</u>	\$ _____
d.	Net other operational costs (Item a minus b and c)	\$ _____
e.	Total ADM (County plus City)	_____
f.	City children in total ADM	_____
g.	Ratio - City ADM/total ADM (Item f divided by Item e)	_____ %
h.	City other operational costs (Item d multiplied by Item g)	\$ _____
6.	Total tuition for City Operational Costs [Total of Items 2(e), 3(e), 4(e) and 5(h)]	\$ _____
7.	County General and Administrative Charge (Item 6 multiplied by 3.2321%)	\$ _____

8. System and Service Availability Charge

- a. System instructional support costs
[Item 1 less 5(b), and 5(c)
multiplied by 4.8%] \$ _____
- b. Ratio - City ADM/Total ADM
[see Item 5(g)] _____ %
- c. City system and service availability
charge [Item 8(a) multiplied
by Item 8(b)] \$ _____

9. Rental and Miscellaneous City Costs

- a. City school bus rental fee (number
of City buses multiplied by 1/10
of current school year
bus purchase price) \$ _____
- b. Additional equipment purchased -
all subject schools \$ _____
- c. Minor improvements -
all subject schools \$ _____
- d. Fairfax City aide in Fairfax
High School \$ _____
- e. Other (explain) \$ _____
- f. Total rental and miscellaneous city
costs [total of Items 9(a), (b), (c),
(d) and (e)] \$ _____

10. Classroom Rental Charge

- a. County children in ADM attending
City-owned schools 6/ _____
- b. City children in ADM attending
County-owned schools 6/ _____
- c. Net City/County children attending
County/City-owned schools _____
- d. Adjustment Factor (200) _____
- e. Net adjusted City/County children _____
- f. Total County School Board Debt
Service \$ _____
- g. Total ADM (County plus City) _____
- h. Classroom rental charge per child
(Item f divided by Item g) \$ _____
- i. Classroom rental charge adjustment
[Item e multiplied by Item h
(subtract if net County children;
add if net City children)] \$ _____

11. TOTAL AMOUNT DUE FAIRFAX COUNTY PUBLIC
SCHOOLS [Total of Items 6, 7, 8(c), 9(f) and
10(i)] \$ _____

12. Payment Schedule

Date Due	Basis	Amount Due
	1/4 estimate	\$ _____
	Prior Year Adjustment (+)(-)	_____
	Adjusted Amount Due	\$ _____
September 30	1/4 estimate	_____
November 15	1/4 estimate	_____
February 15	1/4 estimate	_____
May 15	1/4 estimate	_____
Total adjusted payment - School Year _____		\$ _____

Footnotes to tuition formula

- 1/ Superintendent's Annual School Report - amounts contained in line items now numbered 17a through 17j, inclusive.
- 2/ Fairfax County Public Schools - Program Budget format.
- 3/ Average Daily Membership (ADM), exclusive of self-contained special education.
- 4/ Superintendent's Annual School Report - State aid: - amounts contained in line items now numbered as R-19, less line items R-1, R-2, R-14, and R-17(b) (2); Federal aid: - amounts contained in line item now numbered R-29, less line item R-21(c), R-26, R-28(c) and all federal funds attributable to capital outlay; local sources: - amounts contained in line items now numbered R-53, less Fairfax City tuition payment all revenues from funds other than School Operating Fund which are a part of the amounts contained in the line items now numbered as R-36, R-37, R-38, R-46, R-48 and R-52. (See Exhibit 1)
- 5/ Superintendent's Annual School Report - amounts contained in line item now numbered 400.
- 6/ The Superintendents of both systems may, in their discretion, agree not to count certain children for purposes of the classroom rental charge.

Fairfax County Public School Estimate
Schedule of State, Federal and Local Sources of Revenue

Adjustments to Operational Costs: -

Item 5(b)

State Aid,		
R-19 Total State Funds	\$	_____
Less:		
R-1 Basic State School Fund		_____
R-2 Incentive Payment		_____
R-14 Division Superintendent Salary		_____
R-17 Vocational Education b(2) Capital Outlay		_____
Total State Aid Adjustment	\$	_____
Federal Aid		
R-29 Total Federal Funds	\$	_____
Less:		
R-21(c) Elementary and Secondary Education Act - Capital Outlay		_____
R-26 Title III of P.L. 93-380		_____
R-23(c) Other Federal Programs - Capital Outlay		_____
All Other Federal Funds Attributable to Capital Outlay		_____
Total Federal Aid Adjustment Local Sources	\$	_____
R-53 Total from Other Funds	\$	_____
Less:		
R-45 Fairfax City Tuition Payment		_____
Less:		
All Revenues from Funds Other than School Operating Fund (School Construction, Debt, etc.) contained in line items now numbered R-36, R-37, R-38, R-46, R-48 and R-52		_____
Total Local Source Adjustment	\$	_____
Total State Federal and Local Sources Adjustment [Line Item 5(b)]	\$	=====

Appendix E

May 22, 2022, WJCC Joint School Agreement

RESOLUTION#

JOINT RESOLUTION TO AMEND THE RESTATED

CONTRACT FOR THE JOINT OPERATION OF SCHOOLS,

CITY OF WILLIAMSBURG AND COUNTY OF JAMES CITY

DATE OF DOCUMENT: May 24, 2022

PREAMBLE

By Agreement dated October 9, 1980, the County School Board of James City County, Virginia, and the County of James City, parties of the first part and the School Board of the City of Williamsburg, Virginia and the City of Williamsburg, Virginia, parties of the second part entered into a restated contract for the operation of a joint school system, hereinafter referred to as the "Restated Contract."

By Resolution dated October 9, 1980, the City of Williamsburg (hereinafter referred to as "City") and the County of James City (hereinafter referred to as "County") and their respective school boards amended the funding formula as set forth in the Restated Contract.

By Resolution dated February 27, 1989, the City of Williamsburg and County of James City and their respective school boards, further amended the Restated Contract to provide that James City County would fully pay all costs of constructing three schools as described therein and that the County would have all ownership equity in such schools.

By Resolution dated December 12, 1991, by the City, December 16, 1991, by the County, and December 17, 1991, by the School Boards, (hereinafter referred to as "1991 Resolution") the parties further amended the Restated Contract by repealing in its entirety the October 9, 1980, Restated Contract and substituting therefore new provisions for all aspects of the contract.

By Resolution dated April 11, 1996, by the City and April 30, 1996, by the County (hereinafter referred to as the "1996 Resolution"), the parties amended the Restated Contract.

By Resolution dated October 9, 2001, by the County, and October 11, 2001, by the City (hereinafter referred to as the "2001 Resolution"), the parties amended the Restated Contract.

By Resolution dated November 14, 2006, by the County and November 9, 2006, by the City (hereinafter referred to as the "2006 Amendment"), the parties amended the Restated Contract.

By Resolution dated March 27, 2007, by the County, and April 12, 2007, by the City (hereinafter referred to as the "2007 Amendment"), the parties amended the Restated Contract.

By Resolution dated April 24, 2012, by the County, and April 12, 2012, by the City (hereinafter referred to as the "2012 Amendment"), the parties amended the Restated Contract.

By Resolution dated April 25, 2017, by the County, and Resolution # 17-05 by the City (hereinafter referred to as the "2017 Amendment"), the parties amended the Restated Contract.

By Resolution dated May 24, 2022, by the County and Resolution # 22-13 by the City (hereinafter referred to as the "2022 Amendment") the parties amended the Restated Contract.

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that effective July 1, 2022, the funding formula of the *Restated Contract* is amended as follows:

1. Operational Costs. Beginning Fiscal Year 2017/2018, City's contribution toward annual operational costs of the joint school system shall be:

- a. A portion of the total operational costs jointly approved by County and City for each fiscal year which portion shall be equivalent to the percentage of City students enrolled in the joint system determined as hereinafter set forth times an add-on factor of 1.14 for Fiscal Years 2023 through 2027.

b. For the purposes of calculating the percentage of City students under subparagraph a above, the average school division daily membership shall be computed as of September 30 of the preceding fiscal year which date is here defined as the "determination date." The percentage thus obtained, and the percentage determined for the two preceding fiscal years shall be averaged and the average shall be used in applying the formula to the next fiscal year; provided, certain City/County student populations will be excluded from the funding formula set forth in 1a above as follows:

- Non-residents (children living in other localities)
- Residents of halfway houses, group homes, detention centers, mental hospitals, or other institutions with no home address in either the City or County.
- Children for whom the school division cannot assign a home address in City or County.
- Children who reside in hotels, motels, campgrounds, or some other type of non-residential property.

Both City and County shall be entitled to review all pertinent school enrollment records to verify such calculations. Should either City or County, after reviewing such records wish to contest the accuracy of the calculation for any year, it must elect to do so by December 31 immediately following the September 30 calculation cutoff date. The contesting party shall give written notice to the other on or before December 31 specifying the basis of its disagreement. Upon receipt of such notice, the parties shall meet together as soon as is reasonably practicable and shall in good faith attempt to resolve the dispute. Should such efforts fail, each party shall appoint a certified public accountant as its arbitration representative. Such representatives shall choose an attorney at law duly licensed to practice in Virginia as a third arbitrator. The decision of the arbitrators shall bind both parties. Each party shall compensate its own accountant and the fees of the attorney shall be equally shared by the parties.

"Operational Costs" are all costs of operating the joint school system other than Capital Project Costs and shall include, but not be limited to: Administration, operation of school plants, routine maintenance of school plants, instructional costs, F.I.C.A. taxes and other employer funded employment benefits, repair and replacement of furnishing and equipment.

- c. Based on § 22.1-100 of the Code of Virginia, local school funds unexpended in any year (the “Unexpended Funds”) shall become a part of the appropriated funds of the City and County for the School Board in a future year. The City and County will each establish an account dedicated for future school use (the “Future School Use Account”) into which each will deposit their respective amount of ninety percent (90%) of the Unexpended Funds. Except in extreme situations (as such many be determined by the respective Future School Use Account holder), funds in the Future School Use will be discussed and appropriated during the City and County’s normal budget process. The remaining ten percent (10%) of the Unexpended Funds will be retained by the City and County in the respective amount due to each locality.
- d. The State Sales Tax for Education will be a direct distribution to the school division from the Commonwealth.
- e. City and County shall have a responsibility to their respective citizens to assure that funding provided to the school system is spent wisely and efficiently in achieving quality of education for the students.

The funding formula calculated for operational costs in Section 1, above, shall be used to determine the funding by City and County for all Capital Project Costs approved by their respective governing bodies, if any new school is to be contracted for during the five-year term of this agreement the City and County shall negotiate their respective participation at that time.

“Capital Project Costs” shall include: (a) all costs of land acquisition; all costs of land lease having a term of at least ten (10) years, including but not limited to rents and lease negotiation fees and costs; (b) all construction costs of new buildings including all architectural, engineering, consultation and, other design and development costs related thereto; (c) all costs of equipping new buildings, building additions and renovations and other structures or facilities; (d) all construction costs for major renovations of and/or additions to existing buildings, structures and facilities, including all architectural, engineering, consultation and other design and development costs related thereto (“major” being defined for purposes of subsections (d), (e), and (f) as an expenditure in excess of \$50,000); (e) all major studies such as engineering, feasibility, etc., related to existing or proposed school facilities, sites, properties, equipment, etc., (f) all costs for acquisition of major equipment and mechanical systems whether new or replacement, (g) expansion of existing school bus fleet.

City and County agree, for any School capital project with an estimated cost of \$1 million or more, to appropriate funds to the project in two phases:

Phase 1 shall include site acquisition and sufficient engineering and design services to produce reliable cost estimates. Constructability, peer review and value engineering reports shall be reviewed and critically evaluated. The expected capital improvement impact of any required school attendance zone redistricting shall also be evaluated during Phase 1. This includes identification of additional buses or design changes to existing school facilities to meet new zone requirements.

Phase 2 shall come at the conclusion of Phase I and shall result in an appropriation of sums sufficient for construction.

Any capital project balance not to exceed \$500,000 may be retained by the School Board if these funds are invested in a capital project included in the adopted five-year capital improvement programs of both City and County. Project balances exceeding \$500,000 shall be considered in the same way as unexpended local funds in the operating budget, paragraph 1(c) of this agreement.

FURTHER RESOLVED that paragraphs 3 through 6 of the Restated Contract are hereby amended and restated as follows:

2. Termination. Either the Williamsburg City Council or the James City County of Board of Supervisors may elect to terminate this contract at any time by giving written notice to the other. Unless City and County shall agree otherwise, termination shall become effective at the close of the school year next following the school year during which notice was given.

In the event of termination, the City shall have one hundred percent (100%) equity in all school facilities located within the City's corporate limits and the County shall have one hundred percent (100%) equity in all school facilities located in the County; provided, however, that the non-situs locality shall have an equity interest in any real property located in the other locality which was used for school purposes, equal to all capital contributions made by the non-situs locality for the erection or improvement of buildings on such real property subsequent to July 1, 1997; provided, however, that City's capital contributions made under the provisions of this contract attributed to the construction of Matoaka Elementary School, Hornsby Middle School, and Blayton Elementary School shall be considered as an increase in City's equity position in Warhill High School or any other currently operating school buildings chosen by City. City relinquishes all equity interest in Matoaka Elementary School, Hornsby Middle School, and Blayton Elementary School effective November 1, 2006.

In event that any building previously used for educational purposes under this contract ceases to be used as such, and is declared surplus by a resolution of the School Board, then full ownership of such building, the land upon which it is located, together with all other related facilities, shall vest in the locality in which the building is located; provided, however, that the non-situs locality shall have an equity interest in such building and land, equal to all capital contributions made by the non-situs locality for the erection or improvement of such building subsequent to July 1, 1997.

“Facilities” shall include all real and personal property located at a school site. School-owned real property not identified with a specific school site and owned as of June 30, 2002, shall be distributed 26% to City and 74% to County. Real property acquired after June 30, 2002, shall be distributed based on the proportional funding at the time the acquisition/construction is made. Personal property not identified with a specific school site shall be distributed between City and County on a formula that represents the average operating budget funding percentage as calculated using the five most recent annual budgets. Such non-school site property includes, but is not limited to, central administration and operations real and personal property, school buses, vehicles and equipment not used primarily at a particular school.

In applying the above percentages to non-school site property, the current values of such properties shall be determined as follows:

Real Property - Fair market value based on comparable sales and highest and best use.

School Buses - As shown in most recent issue of valuation booklet for school buses, “Yellow Book” published by Yellow School Buses, P. O. Box 261, Los Angeles, CA 90078 or if out of publication, as determined by other mutually agreeable method.

Other Personal - Acquisition cost depreciated over five (5) years with ten percent (10%) salvage value.


3. School Board Membership. Effective July 1, 1993, City’s School Board shall consist of two (2) members and County’s School Board shall consist of five (5) members. The two School Boards shall serve as one Board for all decisions regarding operation of the joint school system including the hiring and firing of the superintendent; provided, however, that approval of the annual budget, all capital improvement projects, and the hiring of the superintendent shall require the affirmative vote of five (5) of the seven (7) members of the Board.

4. Review of Contract. The Restated Contract as here amended shall be reviewed by City and County prior to the fiscal year beginning July 1, 2027; and every fifth (5th) year thereafter. Each review shall commence not later than January of the previous fiscal year. The parties intend that any subsequent amendments to the Restated Contract shall result from the regularly scheduled reviews, and each party represents to the other its intent to withhold requests for further amendments until the time of such scheduled reviews unless urgent necessity dictates otherwise.


5. Effective Date of Amendments. All future amendments to the Restated Contract as here amended shall become effective on July 1 following the fiscal year in which the parties reach written agreement as to such amendment.

IN WITNESS WHEREOF, Pursuant to resolution duly adopted, the City of Williamsburg, Virginia, on this 12th day of May, 2022; the County of James City on the 24th day of May, 2022.

COUNTY OF JAMES CITY

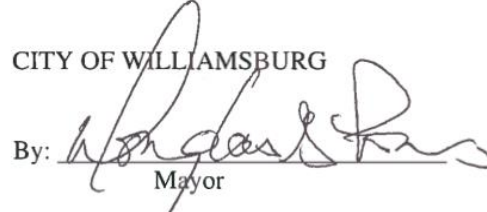

John J. McGlennon
Chairman, Board of Supervisors

ATTEST:



Teresa J. Saeed
Deputy Clerk to the Board

	VOTES			
	<u>AYE</u>	<u>NAY</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
ICENHOUR	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
HIPPLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
LARSON	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
SADLER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MCGLENNON	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

CITY OF WILLIAMSBURG

By: 
Mayor

ATTEST:


Clerk

SchoolContr2022-res

FEASIBILITY AND TRANSITION PLAN FOR JAMES CITY COUNTY

James City County Board of Supervisors

June 25, 2024



David Gaston, Ed.D. | President/CEO, Gaston Educational Consulting, LLC
205 Par Drive | Williamsburg, VA 23188 | 757.871.5123 Cell | dave@gastoned.com



Background to Study

- Williamsburg-James City County Public Schools (WJCCPS) is a unique educational system in Virginia
- Established in 1955 through a joint agreement combining Independent school systems of City of Williamsburg and James City County (JCC)
- Localities share governance and operational services, fiscal operations, central office administration, school division superintendent, and seven-member school board
- June 2023: City Council of City of Williamsburg announced desire to explore potential of establishing an independent school system with a feasibility study
- July 2023: JCC Board of Supervisors adopted a resolution to facilitate termination of the WJCC joint agreement
- September 2024: JCC partners with consultant to study and report on logistics of transitioning to an independent school division



Purpose of the Study

Overarching Questions

- How would the process of dividing a joint school division such as WJCC Public Schools work?
- Who would be the major players in this process?
- What would be the specific and feasible action steps and timeline to establish a separate James City County School Division should separation be a reality?



Required Action Steps for Separation

State and Federal Administration and Agency Support

Logistics for JCC School Board

Fiscal Implications

Hiring of a Division Superintendent

Staffing Configurations and Requirements

Student Transition Planning and Redistricting

Facilities and Operations

Renegotiating a Joint Service Agreement

Additional Inquiries

Disclaimers

- Purpose of this study and report is not to provide data or recommendations that support the separation of the current WJCC School Division
- WJCC is considered unique in its configuration as a joint school division. The terms “deconsolidation”, “separation”, “decoupling”, “deconstructing”, or the like will appear throughout the report. While section 22.1-25 of the Virginia Code speaks to the “division” or “consolidation” of school divisions, it must be noted that WJCC is unique in how it brings together two distinct localities for the purposes of educating our students.

Disclaimers

- Report does not provide detailed or projected financial analysis of anticipated and specific cost savings, surplus, or detailed financial data, as this was not the original purpose of this study
- Timelines presented in this study need to be looked upon as only potential targets due to the process of various approvals and the untested process of deconsolidation
- Report represents the best prediction of the various steps and stages that could be involved in separating WJCC if this is the decided action; however, this will not necessarily be the actual process, as there is no solid guidance currently offered by the Code of Virginia.

The Process of Separation

- Section 22.1-25 outlines the process by which school divisions are created in Virginia
- No school division shall be divided or consolidated without the consent of the school board and the governing bodies of the county or city affected
- Once these bodies agree upon a termination of the joint agreement, notice of change is provided to State Superintendent of Public Instruction by January 1 of the year in which the composition of the school division is to be changed
- State Superintendent notifies all members of the General Assembly
- VBOE reviews conditions specified in Section 22.1-25 to determine ability of localities to support a new school division.

Separating a Unified School Division

- If process is approved, VBOE can impose conditions for deconsolidation on localities
- Structures and timelines will be established for the creation of a new school board
- Recommendation of petition to VBOE to preserve current JCC School Board members for continuity in transition and leadership
- Considerations for new construction of middle school and central office facility by school board or Board of Supervisors



Fiscal Implications

Fiscal data for study
based on WJCC FY24
Operating Budget

LCI adjustments for JCC
have remained relatively
stable over time (.5403)

Federal Funding shifts
anticipated with changing
student enrollment totals

VPSA allocation decreases
from \$416,000 to \$338,000

Valuation and redistribution of
all tangible property

Construction costs for new
middle school and central office

Recalibration of SOQs and
Free/Reduced lunch
reimbursements

Rebranding costs for new
school division (Signage)

Staffing and Human Resources

Staffing is a process, not an event

Standards of Quality (SOQs) set required minimum staffing ratios for every Virginia school division

Instructional Staffing adjusts to meet student support and program needs

Support and Operational Staff adjusts to meet student, program, facilities, and maintenance needs

District and Building Administrative Staffing shifts to reflect function and Code of Virginia requirements

Student Transition and Redistricting Process

Division and School Transition Teams coordinate and collaborate with James City County administrative leadership, City of Williamsburg, and each individual school

Individual Student Transition Plans created with school programs that welcome and introduce their learning environments to new families

Two separate redistricting processes in JCC

Student transitions occur in one single inaugural year or with phased options for high school students (potential extension of transition time to 2030)

Athletic and Co-Curricular Programs

- WJCC currently participates as part of the Virginia High School League (VHSL)
- VHSL organizes member schools into six separate classifications based on the average daily membership (ADM) for students grades 9-11
- WJCC schools currently compete in Classes 3 and 4, based on ADM between 587 and 1,200 students at each high school
- Participation under any new configuration will likely remain with Bay Rivers District
- Redistricting will not affect eligibility, as well as seniors who request to remain at their current high school in inaugural transition year
- Voluntary or requested transfers cannot participate in VHSL-sponsored activities for 365 calendar days

Joint Service Agreement

- If governing boards disagree on deconsolidation a new joint service agreement is strongly recommended for unified school division
- Report focuses on City and County of Fairfax as a case study
- Fairfax has had a joint agreement in place since 1961 with amendments completed in 1978
- Close comparison in scale, relationship, logistics, and relationships for a joint service agreement for these school divisions



Joint Service Agreement

Considerations for New Agreement

- Concrete, detailed, and measurable terms for total costs, materials, resources, tangible property, facilities, anticipated and expected costs
- Determined termination period built into document providing reasonable time and opportunity to calculate costs of separation and preparation for transition
- Some areas left intentionally vague for input and feedback from localities and dialog between governing bodies and leadership
- Emphasizes regular communication and avenues for respectful disagreement
- Strong certainty regarding overall operating budgets and capital expenditures



Next Steps

JCC Report released to public June 25, 2024

Public Information and Listening Sessions in August and September 2024

Focus Group Experiences in September 2024 for deeper dive into stakeholder sentiment and perspective

Stakeholder survey provided throughout September 2024 to capture wider public input

Report to JCC BOS in November 2024 to determine next steps in process

FEASIBILITY AND TRANSITION PLAN FOR JAMES CITY COUNTY

James City County Board of Supervisors

June 25, 2024



David Gaston, Ed.D. | President/CEO, Gaston Educational Consulting, LLC
205 Par Drive | Williamsburg, VA 23188 | 757.871.5123 Cell | dave@gastoned.com



MEMORANDUM

DATE: June 25, 2024

TO: The Board of Supervisors

FROM: Mark L. Jamison, Chief of Police

SUBJECT: Appropriation - \$499,598 - Drone-Delivered Study Site Agreement with Duke University

The James City County Police Department seeks authorization to enter into an agreement with Duke University to serve as a study site for the clinical research study titled “*Developing and Testing Drone-Delivered AEDs for Cardiac Arrests In Rural America (RESTORE CARE)*.” Duke University has secured funding from the American Heart Association to support this study through June 30, 2027.

James City County has been selected as a viable Study Site due to its unique population, geography, and existing drone capabilities. Under this agreement, the Police Department will conduct the study in strict accordance with the established protocol and all applicable federal, state, and local laws and regulations. Financial support for the study, including an established budget and payment schedule, will be provided by Duke University.

To facilitate participation in this study, Duke University will supply the necessary funding to expand the Police Department’s Drone as First Responder Program. This funding covers all study-related equipment, supplies, and overhead costs such as labor and will include reimbursement for drones, medical supplies, launch infrastructure, software, overtime, travel, and other expenses detailed in the Agreement Budget. The funding allocated to the County for this study totals \$499,598, which is expected to be received at certain milestones during the study. Any funds advanced by Duke University and unearned by the County at the end of the study will be returned to Duke University.

It is recommended that the Board of Supervisors adopt the attached resolution to authorize the Study Site Agreement and appropriate these funds into the Special Projects/Grant Fund.

MLJ/md
DroneStudySiteDU-mem

Attachment

RESOLUTION

APPROPRIATION - \$499,598 - DRONE-DELIVERED STUDY SITE AGREEMENT WITH

DUKE UNIVERSITY

WHEREAS, the James City County Police Department has been selected to participate as a Study Site in a clinical research study with Duke University; and

WHEREAS, the American Heart Association (AHA) has provided Duke University with a grant to support this study; and

WHEREAS, the County has been allocated \$499,598 of this funding to procure the necessary equipment and supplies and conduct the study in accordance with the established protocol and all applicable federal, state, and local laws and regulations; and

WHEREAS, the County agrees to abide by the stipulations and requirements as set forth in the Study Site Agreement regarding the eligible use of these study funds; and

WHEREAS, this funding will be provided to the County at set milestones during the study, which will run through June 30, 2027, and any funds advanced by Duke University but unearned by the County at the end of the study will be returned to Duke University; and

WHEREAS, no local match is required.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of James City County, Virginia, hereby authorizes acceptance of the Study Site Agreement, appropriates to the Special Projects/Grants Fund as shown below, and further authorizes the County Administrator to execute the documents necessary to accept and implement this funding.

Revenue:

AHA Drone/AED Clinical Study Fund	<u>\$499,598</u>
-----------------------------------	------------------

Expenditure:

AHA Drone/AED Clinical Study Fund	<u>\$499,598</u>
-----------------------------------	------------------

Ruth M. Larson
Chair, Board of Supervisors

ATTEST:

Teresa J. Saeed
Deputy Clerk to the Board

NULL
HIPPLE
MCGLENNON
ICENHOUR
LARSON

VOTES

<u>AYE</u>	<u>NAY</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Adopted by the Board of Supervisors of James City County, Virginia, this 25th day of June, 2024.

Study Site Agreement

“Developing and Testing Drone-Delivered AEDs for Cardiac Arrests In Rural America

This Study Site Agreement (the “**Agreement**”) is entered into as of the date of the last signature hereon, (the “**Effective Date**”) by and between Duke University, a tax-exempt research and educational institution located in Durham, North Carolina, acting for and on behalf of its Duke Clinical Research Institute (“**Duke**”) and James City County, Virginia, a political subdivision of the Commonwealth of Virginia, for its Police Department, located at 4600 Opportunity Way, Williamsburg, VA 23188 (“**Study Site**”). Duke and Study Site may be referred to herein each as a “**Party**” and collectively the “**Parties**”.

WHEREAS, Duke, with Monique Starks, M.D., a full time Faculty Member at Duke acting as “**Sponsor-Investigator**”, desires to coordinate the clinical research Study entitled “*Developing and Testing Drone-Delivered AEDs for Cardiac Arrests In Rural America (RESTORE CARE)*” (the “**Study**”),

WHEREAS, Duke has received a grant from the American Heart Association, having a principal office at 7272 Greenville Avenue, Dallas, Texas 75231 (“**AHA**”), to provide funding support for the Study;

WHEREAS, the Protocol shall be approved by Sponsor-Investigator, Duke, Study Site and an appropriate Institutional Review Board (“**IRB**”);

WHEREAS, Duke wishes to engage the Study Site to participate in the Study; and

WHEREAS, Study Site desires to participate in the Study with Anthony G. Dallman, an employee of the Study Site, acting as and hereinafter referred to as “**Participating Investigator**,” on behalf of Study Site.

NOW, THEREFORE, in consideration of the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Performance of Study:

- 1.1 Study Site agrees to conduct this Study in strict accordance with the protocol described in **EXHIBITA (“Protocol”)**, which is incorporated by reference herein, (as it may be amended from time to time by the Sponsor-Investigator), all applicable guidelines relevant to the conduct of clinical protocols, including, but not limited to the Federal Food, Drug and Cosmetic Act and regulations of the FDA, HIPAA, conditions imposed by the Study Site’s IRB and the written instructions of Duke relative to the administration of the Protocol. The Parties agree to comply with and to conduct the Study in accordance with all applicable federal, state and local laws and regulations. Study Site shall comply with all documents referenced in this Agreement, including without limitation AHA policies and regulations. All such documents are incorporated by reference in this Agreement and can be found at <https://professional.heart.org/researchpolicies> on the AHA’s website.

2. Participating Investigator and Third Party Institutions:

The Study Site represents that the Participating Investigator shall be responsible for performing the Study at Study Site and for supervising all personnel performing portions of the Study. In the event that the Participating Investigator is not an employee of Study Site, either the Participating Investigator himself or his employer shall be a Party hereto and execute this Agreement. In the event the Participating Investigator becomes unable to perform any of the activities in the Study or complete the Study for any reason, Duke and Study Site may mutually agree to a substitute Participating Investigator, who shall be an employee of Study Site and approved by AHA, in which event this Agreement shall continue in full force and effect. If Duke and Study Site cannot agree on a substitute Participating Investigator, Duke may terminate this Agreement as provided herein.

Study Site agrees not to engage the services or use the facilities of any third party (each, a "**Third Party Institution**"), including, but not limited to, sub-investigators and study coordinators, in conducting any Study-related services under this Agreement unless and until Study Site has (i) executed a separate written agreement with such Third Party Institution to govern these services, whose terms are consistent with the terms hereunder; and (ii) obtained Duke's prior written consent to use such Third Party Institution in connection with the Study. Study Site shall be responsible for ensuring the compliance of any Third Party Institutions with the terms of this Agreement and shall be liable for any breach of the Agreement by any Third Party Institutions. Study Site shall bear sole responsibility for any payments owed to each Third Party Institution in connection with its services. The Study shall otherwise be conducted solely at Study Site's facilities.

3. Payment/Funds Availability/Reimbursement:

3.1 In consideration of the work to be performed under this Agreement, Duke will provide financial support for the Study as set forth in the Budget and Payment Schedule in **Exhibit B** for the purpose of paying all compensation due Study Site. Duke will administer such funds and shall make all payments to Study Site in accordance with the payment schedule included in Exhibit B. Payments will be made to the payee set forth in **Exhibit C**.

3.2 Funds Availability and Reimbursement:

All funds to support Study Site's performance of the Study will be paid by Duke. These amounts, which are inclusive of overhead and all applicable taxes, represent the fair market value of the covered costs associated with the Study and have not been determined in a manner that takes into account the volume or value of any referrals or business. Study Site agrees that: (a) all claims that the Study Site submits for reimbursement to any federal healthcare program or third party payor for any procedure that involves any materials (including, but not limited to, any drug) provided by or on behalf of Duke at no cost to Study Site will accurately reflect the provision of those materials by or on behalf of Duke; and (b) Study Site shall not seek reimbursement from any federal healthcare program or third party payor for any of the amounts paid by Duke.

For all payment queries and to submit invoices, please contact:

Invoices and inquiries:

Site-Payments@dm.duke.edu

Subject: EPM 8569_RESTORE CARE_James City County

4. IRB Approval / Informed Consent/HIPAA Authorization:

Study Site shall ensure that the Participating Investigator(s) obtains the approval of the Protocol and related informed consent form ("ICF") from the IRB or similar committee formally designated by the Study Site to review biomedical research, in conformance with 21 CFR Part 56. The Study Site shall ensure that each subject enrolling in the Study shall give his/her informed consent to such

participation by signing the ICF in accordance with the Study Site's informed consent policies and in conformance with 21 CFR Part 50, and that a copy of the written ICF be given to each Study subject or the subject's legal representative. The Study Site shall provide Duke with a copy of the Protocol and ICF approved by the IRB. No change to the Protocol and/or the ICF will be made without prior written approval by Sponsor-Investigator, Duke and the IRB except when such change is necessary to eliminate apparent immediate hazard to Study subjects, or to comply with applicable local, state or federal law, in which case Study Site agrees to notify Duke and the IRB immediately.

The Study Site shall further ensure that each subject enrolling in the Study shall execute an ICF approved by Duke and the IRB in advance, permitting the use and disclosure of the subject's personally identifiable information ("PII") as contemplated under the Study. The Parties agree to treat all PII in accordance with any ICF form signed by Study subject.

5. Confidentiality:

- 5.1 Study Site acknowledges and agrees that all information, clinical or technical, including the Protocol and any forms or reports relating to this Study is Duke's confidential information ("**Confidential Information**") and shall not be disclosed to any third parties or used for any purpose other than the conduct of the Study, except as and to the extent required by law. All Confidential Information disclosed pursuant to this Agreement will be identified in writing as "Confidential" at the time of disclosure to the extent reasonably practicable. However, information which is orally or visually disclosed, or written information that is not marked as "Confidential" shall be considered confidential if it would be apparent to a reasonable person, familiar with clinical research that such information is of a confidential or proprietary nature. This obligation will continue for five (5) years following the close of the Study.
- 5.2 Specifically excepted from Confidential Information is all information that: (a) was previously known by the Study Site as evidenced by its competent prior written records; (b) is publicly disclosed except by breach of this Agreement either prior to or subsequent to the Study Site's receipt of such information; (c) is rightfully received by the Study Site from a third party without an express obligation of confidentiality; or (d) is independently developed by personnel of the Study Site without use of or reliance upon the Confidential Information as evidenced by competent prior written records;
- 5.3 Nothing set forth herein shall operate to prohibit or prevent Study Site from disclosing Confidential Information pursuant to any judicial or government request, requirement or order, including but not limited to, the Virginia Freedom of Information Act; provided that, Study Site takes reasonable steps to provide Duke with sufficient prior notice in order to allow Duke to contest such request, requirement or order.

6. Record-Keeping/Retention:

Study Site agrees to maintain complete and up-to-date Study records during the Study including without limitation, if applicable, case report forms ("**CRFs**"), and the Study Site file, which includes all Study-related correspondence.

- 6.1 Study Site shall contact Duke prior to the destruction of records, the removal of records to another location, or in the event of accidental loss or destruction of any Study records. Study Site shall destroy records according to its own record retention policy; provided that prior notification to Duke has occurred and the timelines in section 6.3 have been met.
- 6.2 Study Site shall:
 - (a) keep Duke informed of the Study status; and

- (b) maintain and promptly provide, upon request, to Duke or its designee (i) complete and accurate records of the Study as required by the Protocol, and (ii) completed CRFs in the form specified by Duke; and
- 6.3 Study Site shall retain all Study records for the longer of:
 - (a) Two (2) years following completion of the Study; or
 - (b) The period required by local, state and federal laws..
- 7. Audits:
 - 7.1 Personnel from Duke (or its representatives) may visit Study Site periodically at mutually agreed, reasonably convenient times, to monitor and/or audit the Study. Study Site agrees to make all Study documents and, if applicable, Study subjects' medical records available for comparison. Study Site also agrees to cooperate with representatives of the FDA or any other regulatory agency in the event of an inspection of this Study, and will provide the regulatory agency representatives access to the above-described records. In the event Participating Investigator or Study Site becomes aware that a regulatory agency desires to audit the Participating Investigator or the Study Site for matters relating to the Study, or the Study, the Party having such knowledge shall notify Duke promptly by telephone and in writing.
 - 7.2 During and for a period of at least two (2) years after the completion of the Study, Duke shall promptly, which should not exceed thirty (30) days, report to Study Site and Participating Investigator any information that it becomes aware of that could directly affect the health or safety of past or current Study subjects or influence the conduct of the Study, including but not limited to the Study results and information in site monitoring reports and data safety monitoring committee reports as required by the Protocol.
- 8. Indemnification/Liability:
 - 8.1 Each Party agrees to be solely responsible for its own acts or omissions in the performance of its activities hereunder and further shall be financially and legally responsible for all liabilities, costs, damages, expenses and attorney fees resulting from or attributable to its negligent acts or omissions or willful misconduct; provided, however, that a Party shall not be responsible to the extent of the other Party's negligence or willful misconduct.
 - 8.2 AHA is not responsible for any claim, judgment, award, damages, settlement, negligence or malpractice arising from the Study.
- 9. Insurance:

Study Site represents and warrants that it has a sufficient general and professional liability insurance program, to fully cover its and the Participating Investigator's responsibilities within this Agreement. The Parties agree that such insurance coverage is not less than \$3,000,000 per occurrence, \$5,000,000 annual aggregate for each of general and professional liability. Study Site agrees to provide Duke with evidence of the amounts of such coverage upon request. If Study Site's insurance coverage is reduced below the aforementioned limits or canceled during the Study, Study Site shall promptly notify Duke in writing, pursuant to Section 22 (Notices) of this Agreement.
- 10. Debarment Certification:

The Study Site certifies that (i) neither it nor any of its employees conducting research in connection with this Agreement, including the Participating Investigator, is presently: (a) debarred pursuant to provisions of the Generic Drug Enforcement Act of 1992 (the "Act") or any other applicable law, rule or regulation of any authority having jurisdiction over the Study; or (b) listed on the FDA debarment list found at

<http://www.fda.gov/ICECI/EnforcementActions/FDADebarmentList/default.htm> , or the Office of Inspector General's List of Excluded Individuals/Entities at http://oig.hhs.gov/exclusions/exclusions_list.asp , and (ii) it will not use in any capacity, in connection with the work to be performed under this Agreement, any individual who has been debarred, excluded or disqualified by any regulatory agency. If at any time after execution of this Agreement, the Study Site, the Participating Investigator or any other Study staff is debarred, excluded or disqualified or receives a notice of initiation of disqualification, the Study Site will promptly notify Duke in writing, pursuant to Section 22 (Notices) of this Agreement.

11. Intellectual Property:

11.1 It is recognized and understood that certain pre-existing inventions and technologies are the separate property of Duke or Study Site and are not affected by this Agreement, and neither Party shall have any claims to or rights in such separate inventions and technologies. Intellectual property, including inventions, conceived or reduced to practice in the performance or as a result of this Agreement will be subject to the AHA IP Policy, in effect at the time the Agreement is signed (Exhibit D); provided, however that the last sentence of Section V.D. of the AHA IP Policy for this Agreement shall be replaced with the following language: "In no event shall the application of the foregoing result in either AHA or Study Site receiving less than 20% of Net Income". The Study Site acknowledges and agrees that AHA has the right to participate in revenue generated from the commercialization of intellectual property as set forth in the AHA IP Policy, regardless of whether the intellectual property is patented or copyrighted. Study Site agrees to meet all reporting requirements set out in the AHA IP Policy relative to any intellectual property.

12. Press Releases and Public Notices:

Study Site agrees that it shall not issue, nor allow their employees or agents to issue, any press release, nor initiate any communication of information regarding the Study, written or oral, to the communications media without the prior written consent of Duke. Any written or video or other communications material regarding the Study provided to the Participating Investigator and/or Study Site by Duke shall not be disseminated to the communications media by the Participating Investigator or Study Site without the prior written consent of Duke.

13. Academic Publications:

13.1 Study Site acknowledges that the Study has been designed as a multicenter Study and that the Study data generated from Study Site's evaluation may not be sufficient to draw meaningful conclusions. For these reasons, Study Site shall not first individually publish, present or otherwise publicly disclose the results of the Study, but rather shall participate in a joint, multicenter publication of the Study results coordinated by Duke. However, at the earlier of publication of such joint publication, or if such joint publication is not submitted for publication within one year (12 months) of Study completion or termination at all sites, Study Site has the right to individually produce and submit a proposed publication, based on Study Site's Study results, subject to the prior review of Duke as described below.

Study Site shall submit to Duke for its review a copy of any proposed publication or presentation resulting from the Study at least thirty (30) days prior to the date of submission for publication or presentation, and Duke shall promptly notify AHA of such proposed publication, and if no response is received within said thirty (30) days, it will be conclusively presumed that the publication or presentation may proceed without delay. Study Site agrees to remove any Confidential Information at the request of Duke,

provided, however, nothing in this Agreement shall prohibit Study Site from the publication of all information necessary for the accurate interpretation and presentation of said results and scientific data. If Duke determines that the proposed publication or presentation contains patentable subject matter which requires protection, Duke may require the delay of the publication or presentation for a further period of time not to exceed sixty (60) days for the purpose of filing patent applications.

13.2 Authorship and other matters relating to publications shall be determined in accordance with the Uniform Requirements for Manuscripts Submitted to Biomedical Journals (<http://www.icmje.org/>). All publications shall comply with the AHA Public Access Policy which includes submission to the digital archive PubMed Central (PMC) within twelve (12) months of publication and shall acknowledge AHA support in all presentations (including oral or poster presentations, news releases, interviews with reporters and all other communications) and publications resulting from work carried out during this Agreement. To enable the accurate evaluation of outcomes from AHA research investments, it is critical that acknowledgements mention AHA as the funding organization, as well as the specific grant ID number and the names of each author supported by each AHA Award. The recommended format follows: "THIS WORK WAS SUPPORTED BY AMERICAN HEART ASSOCIATION GRANT # 23HERNPRH1150361 [Author Name]." If more than one AHA Grant supported the published research, then each Grant should be cited separately with the grant ID and name(s) of supported authors. Where registration is required for publication of the results in International Committee of Medical Journal Editors ("ICMJE") journals, or if otherwise required to be registered by law or regulation, Duke shall insure that the Study is registered with either www.clinicaltrials.gov, or another registry meeting the requirements of the ICMJE in effect at the time the Study is initiated.

13.3 Study Site shall cooperate with Duke, including meeting applicable timelines and requirements for submission of reports and in the development of a summary of the findings of the Study the general public.

14. Use of Name:

Neither Party shall, without the prior written consent of the other Party, or AHA as applicable, use in advertising, publicity or otherwise, the name, trademark, logo, symbol or other image of the other Party or AHA, except for internal reporting requirements or as otherwise permitted in this Section 14. Study Site shall disclose AHA's financial support of the Study as may be required by academic journals and funding agencies and Study Site shall include and identify the AHA as a funder/benefactor on any and all reports, either public or private, that detail the Study Site's list of donors. AHA shall have the right to use the name of Study Site and other Study Site information any AHA web content including its research portal, publications, programs, promotional, advocacy and fundraising efforts and further to place their information into the Health Research Alliance's (www.healthra.org), online database of privately funded grants.

15. Termination of Agreement/Participation:

Study Site may terminate this Agreement due to the breach or default of Duke by giving thirty (30) days written notice to Duke pursuant to Section 22 (Notices) of this Agreement, provided, however, that such termination shall not take effect if Duke cures such breach or default during the thirty (30) day notice period. Either Party has the right to terminate this Agreement upon thirty (30) days prior written notice to the other Party if the Participating Investigator is unable to complete the Study and the Parties are unable to agree upon a successor. Duke may terminate this Agreement upon thirty (30) days written notice to the Study Site for any reason. Study Site may terminate this Agreement upon thirty (30) days written notice if it determines, after good

faith negotiation between the Parties, that the budget in Exhibit B no longer provides sufficient reimbursement. Upon termination, Study Site shall promptly deliver all Study data identified as a deliverable in the Protocol to Duke. In the event of such premature termination, other than due to Study Site's breach of this Agreement, Study Site will be compensated pursuant to Exhibit B herein for all activities properly completed in accordance with the Protocol through the date of termination.

16. Subject Injury Compensation:

Neither Duke nor AHA shall have any obligation to provide any reimbursement or payment for any Study related injury costs. Study Site shall insure that any informed consent form signed by its Study subjects shall inform the Study subjects that there is no provision for reimbursement or payment of Study related injury costs from Duke or AHA.

17. Relationship of Parties:

Study Site is operating as an independent contractor under this Agreement and not as an agent or employee of Duke.

18. Conflict of Interest:

Study Site, by signing below, warrants and represents that neither it nor the Participating Investigator nor any of the Participating Investigator's immediate family (defined as spouse and children) have any real or perceived conflict of interest in the execution of this Study (e.g., stock or other equity in companies which manufacture agents being tested in this Study) and that participation herein does not conflict with any other obligation to third parties.

19. Assignment:

This Agreement may not be assigned by Study Site or without the prior written consent of Duke.

20. Effective Date and Term:

This Agreement shall become effective upon the Effective Date and shall remain in full force and effect until June 30, 2027 ("**Award Period**") unless earlier terminated as set forth below.

21. General Provisions:

21.1 Entire Agreement. This Agreement together with the Exhibits, which are incorporated by reference herein, constitutes the entire understanding between the Parties with respect to the subject matter and supersedes any prior negotiations, representations, agreements and understandings regarding the subject matter. In the event of a conflict between the terms of this Agreement and the Protocol, the terms of this Agreement shall control with regard to business and financial matters, and the Protocol shall control with regard to subject medical/safety/treatment matters.

21.2 Modifications. This Agreement may not be amended, supplemented or otherwise modified except by an instrument in writing signed by the Parties.

21.3 No Waiver. The failure of any Party hereto to insist upon strict performance of any provision of this Agreement or to exercise any right hereunder shall not constitute a waiver of that provision or right under this Agreement or of any other provision or right under this Agreement.

21.4 Severability. If any provision of this Agreement is declared invalid, illegal or unenforceable, such provision shall be severed and all remaining provisions shall continue in full force and effect.

- 21.5 Governing Law. The Parties agree to remain silent.
- 21.6 Due Authorization. The persons executing this Agreement represent that they have the full power and authority to enter into this Agreement on behalf of the entities that they represent.
- 21.7 Force Majeure. If either Party hereto shall be delayed or hindered in, or prevented from, the performance of any act required hereunder for any reason beyond such Party's direct control, including but not limited to, strike, lockouts, labor troubles, governmental or judicial actions or orders, riots, insurrections, war, acts of God, inclement weather or other reason beyond the Party's control (a "Disability") then such Party's performance shall be excused for the period of the Disability. Any Study timelines affected by a Disability shall be extended for a period equal to the delay. The Party affected by the Disability shall notify the other Party of such Disability as provided for herein.
- 21.8 Counterparts and Electronic Signature. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same Agreement. Delivery of an executed signature page to the Agreement by facsimile transmission or PDF will be as effective as delivery of a manually signed counterpart.
- 21.9 Survival. Any terms which, by their intent or meaning are intended to survive, will survive termination or expiration of this Agreement. No termination hereunder will constitute a waiver of any rights or causes of action that either Party may have based upon events occurring prior to the termination date.
- 21.10 Conflict of Terms. In the event of any conflict between the terms and conditions of this Agreement and the Protocol or between this Agreement and any of its Exhibits, the terms and conditions of the Protocol shall control with respect to matters of the clinical conduct of the Study, and the terms of this Agreement shall control with respect to all other matters.

22. Notices:

Any notices to be given hereunder shall be given by personal delivery, by certified mail, return receipt requested, or by recognized express courier. Notice shall be deemed to have been given upon receipt if personally delivered or upon three (3) days if delivered certified or express mail. Notice shall be given to the respective Party at the addresses listed below.

To Duke:

Office of Research Administration
2200 W. Main Street, Suite 1000
Durham, NC 27705
Attn: Director

With a copy to:

Duke Clinical Research Institute
Attention: DCRI Contracts Management- 8569- RESTORe CARE
300 West Morgan St, Suite 800
Durham, NC 27701
Phone: (919) 668-8300

To Study Site:

James City County Police Department,

4600 Opportunity Way, P.O. Box 8784, Williamsburg VA, 23187-8784

Phone: (757)259-5145

Fax: (757)229-8729

To Participating Investigator:

Anthony G. Dallman

4600 Opportunity Way, P.O. Box 8784, Williamsburg, VA, 23187-8784

Phone: (757)259-5145

Fax: (757)229-8729

(signature page follows)

The Parties have consented to the terms of this Agreement by signing below.

JAMES CITY COUNTY

By my signature below I attest that I am authorized
to represent the Study Site
in legally binding contracts.

By _____

Name: Scott Stevens

Title: County Administrator

Date: _____

Duke University:

By _____

Name:

Title:

Date: _____

EXHIBIT A: PROTOCOL

(Previously provided to the Parties and incorporated herein by reference)

Exhibit B: Budget and Payment Schedule

TABLE 1 –One-Time Study Payment Schedule			
Payment	Description	Payment After contract execution &	Amount
Set-up Drone & Operations Base 1	Costs of drones, AEDs, and drone safety technology for 1 drone bases	Contract Received and site activated year 1	\$ 58,900.00
Travel to Sweden	Travel to Sweden to learn about Sweden Drone AED operations (representatives from EMS/911 and Law Enforcement)	Invoice from study site in Year 1	\$ 10,000.00
Set-up Drone & Operations Bases 2-3	Costs of drones, AEDs, and drone safety technology for 2- 3 drone bases	Invoice from Study Site in Year 2	\$ 117,800.00
Simulation Study	Payments to purchase Resusciti Anne Manikin and SimPAD PLUS recorder	Invoice from Study Site Year 3	\$ 6,898.00
Total Table 1 not to exceed			\$ 193,598.00

Table 2 Annual Payment Schedule				
Payment	Description	Payment After contract execution &	Individual Amount	Site Total
Active Live911 software	One Annual License Fee	Annual Invoice from Study Site (Years 2 - 4)	\$ 12,000.00	\$ 36,000.00
Annual Site leader payment	Annual Leadership Payments for EMS, 9-1-1 Director, and Law Enforcement	Invoice from Study Site Annually (Years 1 - 4)	\$ 15,000.00	\$ 60,000.00
DFR Remote Pilot software	Software to allow navigation of AED drones and collision avoidance for years 2 through year 4	Invoice from Study Site Annually (Years 2 - 4)	\$ 30,000.00	\$ 90,000.00
Drone Pilots	Payments to Offset Drone Pilot Costs. 4 drone pilots years 2 through year 4	Invoice from Study Site Annually (Years 2 - 4)	\$ 40,000.00	\$ 120,000.00
Table 2 Total not to exceed				\$ 306,000.00
		Year 1 Total not to exceed	\$ 83,900.00	
		Year 2 Total not to exceed	\$ 214,800.00	
		Year 3 Total not to exceed	\$ 103,898.00	
		Year 4 Total not to exceed	\$ 97,000.00	
Site Project Total years 1-4				\$ 499,598.00

Study Payments

1. Qualified Study Subject - Payment shall only be made for milestones completed in connection with subjects that meet the enrollment criteria outlined in the Protocol. Payment will be made to the payee listed below in Exhibit B.
2. Premature Termination - In the event a subject terminates or is terminated early from the Study, the Study Site will be paid for milestones completed in accordance with the milestone payment schedule set forth in Exhibit B.

In the event of premature termination of this Study, Study Site will be paid for milestones completed in accordance with the milestone payment schedule outlined in this Exhibit B.

3. Payment Schedule – Duke shall make payments to the Study Site in accordance with the milestone payment schedule set forth above by the 30th day of each calendar month for activities completed in the prior calendar month or upon receipt of funds from AHA at Duke's discretion.
4. Protocol Deviation - If the Study is terminated at the site because of deviation from the Protocol, payment will only be made for activities completed in accordance with the Protocol prior to the date of such deviation.
5. Any funds that have been advanced by Duke but have not been earned by the Study Site under the terms of this Agreement shall be returned to Duke at the conclusion or termination of the Study.
6. Subject Stipends: Any payment(s) of stipends to subjects shall be made by the Study Site directly to the subject(s).

(End of Exhibit B)

EXHIBIT C
Payee Information

Payee Name – Entity to whom payment will be made
(maximum 35 characters - one line)

Response: **James City County**

Attention – Person or Department to whom payments will be mailed
(maximum 35 characters – one line)

Response: **Treasurer's Office**

Address
(maximum 35 characters – one line)

Response: **P.O. Box 8784**

City, State, Zip Code

Response: **Williamsburg, VA 23187**

Federal Tax ID#

Response: **546001365**

**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
requester. Do not
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) James City County	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input checked="" type="checkbox"/> Other (see instructions) Political Subdivision	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) 3 Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) C <i>(Applies to accounts maintained outside the United States.)</i>
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions <input type="checkbox"/>	
	5 Address (number, street, and apt. or suite no.). See instructions. PO Box 8784 6 City, state, and ZIP code Williamsburg, VA 23187-8784 7 List account number(s) here (optional)	Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number	
<div></div>	<div></div>
OR	
Employer identification number	
<div></div>	<div></div>

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person Linda L. Terrell	Digitally signed by Linda L. Terrell	Date 4-9-2024
		Date: 2024.04.09 13:26:51 -04'00'	

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

Exhibit D

AHA IP Policy

American Heart Association Intellectual Property Policy for Research Funding

Effective Date: Oct. 28, 2021

The primary purpose of the American Heart Association, Inc. (“AHA”) in funding scientifically meritorious research is to advance its mission. The AHA recognizes that inventions having public health, scientific, business or commercial application or value may be made in the course of research supported by the AHA. The AHA desires that such inventions be administered in a manner that they are brought into public use at the earliest possible time. The AHA recognizes that this may be best accomplished through patenting, copyrighting, and/or licensing of such inventions. The AHA has implemented this Intellectual Property Policy for Research Funding (“Policy”) to be applicable to all AHA research funding awards except as described herein.

For the purposes of this Policy, these definitions are provided:

I. DEFINITIONS

These defined terms are used in this Policy:

“Award” is the American Heart Association funding mechanism and accompanying financial support given to a specific institution to support the research of a specific investigator(s).

“Award Agreement” means an agreement outlining the terms and conditions through which the AHA disburses research funding for an Award.

Income

“Gross Income” means all revenue and other consideration (including distributions on equity) received related to commercialization of Intellectual Property resulting, in whole or in part, from an Award.

“Net Income” means all Gross Income received related to commercialization of Intellectual Property resulting, in whole or in part, from an Award, less out-of-pocket expenses related directly to patent costs associated with the Intellectual Property. All other costs, including Unrecovered Indirect Costs and Internal Distributions, are not deductible when calculating Net Income.

“Indirect Costs” means costs incurred by an Institution that are not directly attributed to Intellectual Property, including but not limited to overhead costs and general and administrative costs. Actual Indirect Costs may or may not exceed an Institution’s published or official “Indirect Cost Rate.”

“Internal Distributions” means an Institution’s internal distributions to inventors, investigators, divisions, departments or others within the Institution.

“Unrecovered Indirect Costs” means any Indirect Costs incurred by an Institution that exceed the Indirect Costs allowed under an Award.

“Institution” is the entity (e.g., university, medical center, hospital, research institute) in which the research supported by an Award will be or was conducted as shown on an Award Agreement.

“Inventor(s)” is the investigator, author or other person working under an Award who, according to applicable law, created Intellectual Property.

“Intellectual Property” is any tangible or intangible discovery, composition of matter, method, idea, design, process, trade secret, concept, product, program, software, know-how, original work of authorship, or other intellectual property right, whether or not patented or patentable or copyrighted or copyrightable, that is conceived or reduced to practice in the performance or as a result of an Award and has an application of value such that its use, licensing, lease or sale can generate revenue or other consideration.

II. APPLICABILITY

This Policy applies to any Award Agreement through which the AHA disburses funding for research, EXCEPT:

- Subawards of entirely federal research grant funds when such subawards contain conflicting provisions on intellectual property rights such as those imposed by federal law or the primary award terms;
- Contracts for research and development services to AHA on behalf of other entities;
- Agreements to create predefined “works for hire” deliverables under a contract with the AHA;
- Unique research awards with substantial or complex funding arrangements or designed by AHA for significant impact on a particular topic, in each case when other intellectual property rights terms are described in the notice of funding availability or equivalent invitation; and
- Any other Award specifically excluded from this Policy at AHA’s sole discretion.

Acceptance of any Award constitutes express agreement to the terms of this Policy. Except as otherwise noted herein, the terms of this Policy control in the event of a conflict between this Policy and an Institution’s or Inventor’s policy. **The American Heart Association is unable to negotiate the terms of this Policy or any Award Agreement with any individual Institution or Inventor.**

III. GENERAL POLICY

- A. If an Institution receiving or disbursing AHA research funds has an established and applicable patent, intellectual property or technology transfer policy and procedure for administering intellectual property, the AHA will defer to that policy for title to intellectual property.
- B. If an Institution has no established and applicable patent, intellectual property or technology transfer policy or procedure for administering intellectual property, title to any Intellectual Property shall reside in the Institution or Inventor(s) as agreed by them. Title to any copyrightable work shall reside in the author unless and except to the extent the author has transferred ownership rights to the Institution prior to creation of the copyrightable work as allowed by applicable law.
- C. If Intellectual Property is conceived or reduced to practice from the performance of research funded by the joint support of the AHA and an agency or department of the United States Government, the AHA will defer to the patent, intellectual property or technology transfer policy of the United States Government.
- D. An Institution shall license, lease or sell Intellectual Property in accordance with its own patent and intellectual property policies.

IV. NOTICES AND OTHER OBLIGATIONS

- . All Intellectual Property shall be reported in writing to the AHA within 60 days of the date when the Intellectual Property is disclosed to the Institution where the work was performed, and prior to any public disclosure. The report to AHA should include the Institution's initial invention disclosure form related to the Intellectual Property and any subsequent versions that have substantive changes or additional information.
- A. Institution and Inventor(s) shall promptly determine whether they desire to seek patent or other statutory protection for Intellectual Property and shall notify the AHA in writing within 60 days after the decision to seek (or not seek) such protection. Institution and Inventor(s) shall also notify the AHA in writing (i) within 60 days after a patent application being filed and any patent subsequently being issued, and/or (ii) prior to the execution of a license, lease, sale or revenue generating agreement concerning Intellectual Property. No patent or patent application shall be abandoned without prior notification by the Institution or Inventor(s) to the AHA and offering to assign to AHA all right, title and interest to the Intellectual Property to the extent permitted by law.
- B. When an Institution or other titleholder licenses Intellectual Property to another party for commercialization, it shall (i) include provisions in the license agreement obligating the licensee to commercialize the Intellectual Property in a diligent manner and meet appropriate diligence requirements and concrete development milestones to avoid the license terminating, and (ii) monitor performance of the licensee relative to these requirements and milestones. The Institution or other titleholder, or its designee, or licensee shall take commercially reasonable steps to bring the Intellectual Property to practical or commercial application in a reasonable time period (based on type of Intellectual Property) after issuance of a patent or other clear determination of commercial value. If the Institution or other titleholder, or its designee, or licensee, has not taken commercially reasonable steps and cannot show reasonable cause why it should retain title to and all rights in the administration of the Intellectual Property for a further period of time, then, if no other parties have superior legal rights, the Institution or other titleholder and the AHA shall determine a course of action including but not limited to:
 - the Institution or other titleholder's renegotiation of milestones with the current licensee or termination of the current license and licensing of the Intellectual Property to another licensee;
 - a non-exclusive right to the Institution or other titleholder to practice the Intellectual Property for any non-commercial purpose;
 - a global, exclusive or non-exclusive, non-revertible, royalty-free license to the AHA;
 - the provision to the AHA of any additional materials necessary for regulatory filing and the technology's enablement that might be in the possession or control of the Institution or other titleholder, except for intellectual property that was not generated as a result of the AHA's Award; or
 - any other action appropriate in the circumstances.
- C. Institution, Inventor, and AHA shall promptly notify the other of any suspected infringement, misappropriation, misuse, theft or breach of confidence regarding any

intellectual property rights related to any Intellectual Property when detected and shall cooperate in good faith to determine the appropriate action needed.

V. ECONOMIC RIGHTS AND APPORTIONMENT

- . Notwithstanding any other provision of this Policy, the AHA shall participate in the income derived from Intellectual Property as set forth below.
- A. The Institution's technology transfer officer (or equivalent) shall provide AHA with an annual report for each Award, including Intellectual Property. The annual report is due by January 31 of each calendar year after an Award has been accepted by the Institution. The annual reports shall continue for three (3) years after the expiration and/or termination of the Award. The annual report shall include a listing or description of the following information about Intellectual Property for each Award:
 - All issued patents and pending patent applications;
 - All licenses, leases, sales or other revenue generating agreements;
 - All Gross Income and Net Income for each preceding calendar year;
 - The filing, publication and issuance or grant of any application for a patent or other statutory right for Intellectual Property; and
 - The latest stage of development of any product arising from Intellectual Property.
- B. Institution shall pay all costs and expenses incidental to all applications for patents or other statutory rights and all patents and other statutory rights that issue thereon.
- C. Institution shall pay the AHA annually a percentage of the Net Income derived from Intellectual Property conceived or reduced to practice in the performance or as a result of an Award, regardless of the amount of Net Income actually received, equal to AHA's portion of support (expressed as a percentage) for the work or research giving rise to the Intellectual Property. In no event shall the application of the foregoing result in either AHA or Institution receiving less than 10% of Net Income.
- D. Payments under Section V.D. shall be made on an annual basis by January 31 of the year after the calendar year that Net Income was derived. If the Institution is unable to make payment by January 31 for any calendar year in which Net Income was derived, Institution shall inform the AHA at least seven (7) days prior to missing a payment. If such prior notification is made timely, Institution shall have a grace period of 90 days to make the missed payment. Failure to make payment after the 90-day grace period will be deemed a breach of the applicable Award Agreement. The AHA shall have the right to audit, at the AHA's expense, the Institution's books and records related to any Award annually upon reasonable advance notice.

(End of Exhibit D)

Developing and Testing Drone-Delivered AEDs for Cardiac Arrests In Rural America
Grant Duration: 7/1/2023-6/30/2027
AHA Grant Number: 23HERNPRH1150361
Duke IRB Protocol Number: Pro00113925

27 March 2024
V1.3

Table of Contents

1. Background and Significance.....	3
2. Hypothesis and Objectives	4
3. Study Plan.....	5
3.1 Aim 1 – Subaim 1a	5
3.1.2 Study Population.....	5
3.1.3 Data Sources.....	5
3.1.4 Study Design	6
3.1.5 Study Endpoints and Data Generated.....	7
3.1.6 Study Locations	7
3.1.7 Study Procedures	7
3.1.8 Subject Recruitment and Screening	7
3.1.9 Data Analysis	7
Ethical Considerations	7
3.2 Aim 1 – Subaim 1b	8
3.2.1 Study Population.....	8
3.2.2 Data Sources.....	8
3.2.3 Study Design	8
3.2.4 Study Endpoints and Data Generated.....	9
3.2.5 Study Locations	9
3.2.6 Study Procedures	10
3.2.7 Subject Recruitment and Screening	11
3.2.8 Data Analysis	11
3.2.9 Ethical Considerations	11
3.2.10 CARES Data Transfer Process	12
3.3 Aim 2.....	12
3.3.1 Study Plan	12
3.3.2 Study Design	13
3.3.3 Data Analysis	14

3.3.4 Ethical Considerations	15
3.4 Aim 3.....	15
3.4.1 Data Sources	15
3.4.2 Study Design	15
3.4.3 Data Analysis	17
3.4.4 Ethical Considerations	17
4. Study Limitations.....	19
5. Safety Monitoring	20
6. Additional Considerations	20
6.1.1 Protocol Amendment History	20
6.1.2 Abbreviations	20
7. References.....	21

1. Background and Significance

The greatest chance for OHCA survival occurs when the event is witnessed, the initial heart rhythm is “shockable” (i.e., ventricular fibrillation or pulseless ventricular tachycardia), and a defibrillation shock is provided rapidly by a rescuer. Studies in airplanes and casinos, where AEDs can be applied within 4 minutes of an arrest, have shown survival rates of 40-53% for those with an initial rhythm of ventricular fibrillation.^{1,2} Unfortunately, every minute that elapses after OHCA onset decreases the odds of survival by 10%.³ Despite the clear effectiveness of early AED use, they are applied by bystanders in only 0.7-4.5% of cases.^{4,5} By the time first responders and/or EMS personnel arrive (median 8 minutes), over 80% of OHCA patients have already sustained so much anoxic brain and other organ damage that they are extremely unlikely to benefit from any resuscitation attempts. This problem is compounded in rural communities where the median response time for the first arriving unit to the curb is 14 minutes, with several more minutes likely required to reach the patient and initiate treatment.⁶

There have only been a handful of studies examining treatment and outcomes of OHCA in rural regions in the US.⁶⁻⁹ Rural areas generally have longer response time intervals and lower survival to discharge rates for OHCA compared with urban areas.^{8,9} Rural counties are also associated with less CPR training compared with urban counties.¹⁰ The largest study to date used Cardiac Arrest Registry Data to Enhance Survival (CARES) registry data on over 325,000 adult OHCA from 2013 to 2019 to examine this issue in various geographic area types using Rural-Urban Commuting Area (RUCA) codes (i.e., urban, suburban, large rural town, small town, or rural).⁶ The investigators found that median EMS arrival times were twice as long in rural areas compared to urban areas (14.0 vs. 7.1 minutes), and survival rates were lower (6.1% vs. 8.1%). Despite longer response times and lower survival, rural areas also reported higher rates of witnessed arrest (52.7% vs. 42.8%) and shockable rhythm upon EMS arrival (24.2% vs. 20.9%). However, these rates are likely artificially inflated because OHCA in which victims are declared dead on EMS arrival are excluded from the CARES registry- a scenario more likely in rural regions. AED application (2.3% vs. 2.4%) was comparable in urban and rural regions.

Without the ability to get an AED to the scene for faster intervention, survival is not likely to change substantially. Using drones has great potential to rapidly increase the delivery of AEDs to bystanders in an OHCA. A growing base of evidence from mathematical models and simulations demonstrates the promise of this technology.^{5,11-15} One recent case demonstrated real-world evidence of successful bystander defibrillation of an OHCA victim with resultant neurologically-intact survival using a drone-delivered AED before EMS arrival.¹⁶ Several simulation studies have demonstrated drones’ ability to arrive ahead of EMS. In 2017, Claessen and colleagues reported a median AED arrival time of 5.4 minutes for drones and 22.0 minutes for EMS based on 18 drone deployment runs to locations of historical OHCA, representing a 16.6-minute improvement in median AED arrival.¹⁷ Swedish investigators recently reported the arrival of drones to the scene ahead of EMS in 64% of cases.¹⁸ Interviews with research participants involved in simulated drone AED delivery have demonstrated a willingness to accept and use drone technology.^{19,20}

Despite intense commercial interest in drone technology, no efforts exist beyond small-scale pilot programs in the US because of complex FAA regulations that have limited beyond visual line of sight (BVLOS) operations needed for most proposed drone programs.²¹ **Outside of the complex restrictions on the commercial and civilian use of drones in BVLOS operations, the FAA has streamlined regulations for public safety institutions to operate drones.** A public safety entity can be approved to operate under a set of rules called Public Aircraft Operation (PAO). Under PAO rules, government entities can operate drones in the national airspace without complying with the same regulations and requirements as civilian drone operators under 14 CFR Part 107 (Part 107). To subsequently become a DFR program, a series of authorization requests are submitted to FAA for approval that will allow first responders to operate BVLOS and over people or vehicles within the entire county. Given the complexity of the regulations, currently, only 11 programs in the US have

approvals for DFR program status. **Expanding the infrastructure of these established programs to deliver life-saving treatments in a healthcare crisis, such as OHCA, is the next step.**

To our knowledge, routine drone delivery of AEDs to OHCA has never occurred in the US despite ongoing commercial investment in this concept. The work proposed in this application will allow the first US-based use of drone systems to deliver AEDs to the scene of OHCA rapidly enough to improve the likelihood of successful resuscitation. This proof-of-concept work can shift the national conversation from “should we” to “how can we” build emergency healthcare drone systems that can deploy life-saving therapies to people in medical crisis, particularly in vulnerable communities such as rural residents. Our project will provide additional evidence to lead the development of such systems in diverse geographical areas in partnership with federal, regional, and local government stakeholders. We will also gain critical information from bystanders who interact with our systems that can be used to refine and improve design concepts and operations. See Figure 1 for overview of DFR-AED Program.

Figure 1: Overview of DFR-AED Program Integrated into Standard of Care Response for OHCA



2. Hypothesis and Objectives

The overall goal of this project is to design, develop, and pilot test an emergency healthcare drone delivery system suitable for rural communities that can deliver AEDs to OHCA locations more rapidly than can be achieved with current first responder and EMS systems. Our goal is to determine whether this method of AED delivery can be achieved rapidly enough to justify a future clinical trial directly testing its ability to improve OHCA survival. To achieve this goal, we will address three Specific Aims.

Specific Aim 1: Define options for emergency healthcare drone station configurations best suited for rural communities and use these findings to help design future drone AED delivery programs in rural communities.

Subaim 1a. Define current treatment patterns and outcomes of OHCA in rural versus urban regions.

Subaim 1b. Develop an optimization model to examine the effectiveness of different options for placement of both static (public) and dynamic (drone delivered) AEDs in rural communities.

Specific Aim 2: Building upon Federal Aviation Administration (FAA) approved drone-as-first responder (DFR) programs in two urban United States (US) regions, we will develop procedural and operational infrastructure for drone AED delivery that can be adapted to rural communities.

Specific Aim 3: Pilot test the safety and effectiveness of emergency drone AED delivery models in 2 urban and 4 rural communities in Forsyth County, NC and James City County, VA.

Subaim 3a. Test the ability of the DFR-AED program to travel to the location of suspected OHCA and arrive ahead of EMS.

Subaim 3b. Test the ability of the DFR-AED program to deliver AEDs (without interrupting bystanders) to sites of suspected OHCA.

Subaim 3c. Building upon subaims 3a and 3b, test the ability of DFR-AED program to deliver an AED and treat an OHCA patient suspected cardiac arrests.

Subaim 3d. Given the sparse populations in rural areas and the low number of OHCA's per year, we will also carry out simulated OHCA alerts and test the ability of the DFR-AED program to deliver AEDs to a simulated OHCA scene ahead of EMS or first responders.

3. Study Plan

3.1 Aim 1 – Subaim 1a

Aim 1: Define options for emergency healthcare drone station configurations best suited for rural communities and use these findings to help design future drone AED delivery programs in rural communities.

Subaim 1a. Define current treatment patterns and outcomes of OHCA in rural versus urban regions.

3.1.2 Study Population

The CARES data for United States is maintained by Emory University. Our study population will include all OHCA's from the CARES registry over a 11-year period (2012-2022) with an OHCA treated by emergency medical professionals.

3.1.3 Data Sources

The CARES registry is a voluntary, prospective **quality improvement** registry of patients with cardiac arrest in the U.S., established by the Centers for Disease Control and Prevention and Emory University for public health surveillance and continuous quality improvement.[1,2] It is the major national registry of unselected patients with cardiac arrest in the U.S. All adult patients with a confirmed non-traumatic cardiac arrest (defined as not breathing and unresponsive), even those with termination of resuscitation before hospital arrival, are included in the registry. Data are collected from 911-dispatch centers, EMS agencies, and receiving hospitals, and are entered into the database. Standardized international Utstein definitions for defining clinical variables and outcomes are used to ensure uniformity. The CARES program includes 30 state-based registries and the District of Columbia, with community sites in 16 additional states. CARES represents a catchment area of more than 170 million people or approximately 51% of the US population. To date, the registry has captured over 820,000 records, with more than 2,300 EMS agencies and over 2,500 hospitals participating nationwide.

Table 1. CARES Data Elements

CARES Data Variables for AHA HERN Grant	
Run ID	Response and Treatment Times
Latitude (NC data only)	Time call received at dispatch center
Longitude (NC data only)	Time First Responder dispatched
Age	Time First Responder en route
Gender	Time First Responder arrived at scene
Race/Ethnicity	Time Ambulance dispatched
Medical History	Time Ambulance en route
EMS Agency	Time Ambulance arrived at scene
EMS Agency ID	Time EMS arrived at patient side
Year of Arrest	Time Ambulance left scene
Date of Arrest	Time Ambulance arrived at ED
Fire/First Responder	Census Variables
Destination Hospital ID (randomized)	Tract ID (random, but consistent through data transfers)
Location Type	Median Household Income
Arrest Witness Status	Median age- male
Presumed Cardiac Arrest Etiology	Median age- female
Resuscitation Attempted by 911 Responder	Percent male
Who Initiated CPR	Population 25 years and over
Type of Bystander CPR Provided	High School Diploma or higher
Were Dispatcher CPR Instructions Provided	Average household size
Was an AED Applied Prior to EMS Arrival	Unemployment rate
Who First Applied the AED	Percent below poverty level
Who First Defibrillated the Patient	Population density (per square mile)
Did 911 Responder Perform CPR	Primary Rural Urban Continuum Code
First Arrest Rhythm of Patient	Secondary Rural Urban Continuum Code
Sustained ROSC	Land Area (sq miles)
Was Hypothermia Care Provided in the Field	Total Population Urban/Rural
End of Event	Urban- Inside Urbanized areas
When Did Sustained ROSC First Occur	Urban- Inside urban clusters
Estimated time of arrest	Rural
Time of 1st CPR	Hispanic Ethnicity
Time of 1st defibrillatory shock	Race
Time of sustained ROSC	White
Time resuscitation terminated	Black
Mechanical CPR device used	American Indian and Alaska Native
Automated CPR feedback device used	Asian
Advanced airway successfully placed in the field	Native Hawaiian and Other Pacific Islander
ITD used	Some other race
Were drugs administered	Two or more races
Vascular access	Other Variables outside of 2023 CARES Data Dictionary
12 lead	Arrest after Arrival of 911
STEMI	When was hypothermia care initiated
ER Outcome	STEMI Location
Was hypothermia care/TTM initiated or continued in the hospital	Original Emergency Room
Hospital Outcome	Transfer to Hospital ID
Discharge from the Hospital	Hospital Section Status
Neurological Outcome at Discharge from Hospital	Transferred Hospital Section
Why was hypothermia care/TTM not initiated or continued in the hospital	Survived to Hospital Discharge
Date and Time of Discharge/Death	Patient made DNR Outcome
Was the final diagnosis acute myocardial infarction	CPC Score
Coronary Angiography performed	
Was a cardiac stent placed	
CABG performed	
Was an ICD placed and/or scheduled	

3.1.4 Study Design

We will use the *de-identified* national CARES registry of all non-traumatic OHCA from 2012-2022 to examine EMS agency treatment and performance in rural versus urban regions across the US. We will define rural according to the Office of Management and Budget definition, with any county with a metro area or urban core of 50,000 or more people defined as urban; both micro rural areas (population 10,000-50,000) and counties outside of metro or micro rural areas will be defined as rural. For the analysis, we will divide counties into metro (urban), micro rural, and rural counties. We will use hierarchical regression models where OHCA are nested within EMS agencies to examine the association of rurality with OHCA outcomes. We will examine the relative contribution of demographics and OHCA characteristics, bystander CPR and AED application, first responder and EMS treatments, and county demographic makeup towards variability in treatment and outcomes across the urban-rural continuum.

3.1.5 Study Endpoints and Data Generated

- A. Bystander Treatment
 - a. Bystander CPR
 - b. Bystander AED Application
 - c. Bystander Defibrillation
- B. First Responder Treatment
 - a. First Responder CPR
 - b. First Responder AED Application
 - c. First Responder Response Times
- C. EMS Response Times
- D. Survival to Hospital Discharge

3.1.6 Study Locations

N/A - CARES registry data includes consecutive cardiac arrest data from more than 30 states and 16 communities in the US.

3.1.7 Study Procedures

Inclusion: All patients 18 years of age or older who suffer cardiac arrest before arrival of a 911-responder of non-traumatic cause, including patients who receive an AED shock by a bystander prior to the arrival of 911 responders.

Exclusion: Patients in the CARES registry who have a traumatic cause of cardiac arrest.

3.1.8 Subject Recruitment and Screening

Subaim 1a involves secondary data set from the CARES registry. No recruitment will take place.

3.1.9 Data Analysis

See Study Design section above

Ethical Considerations

Study Procedures, Materials, and Risk

There are no major risks for this observational research in Subaim 1. Data are considered de-identified, although dates of OHCA admission and discharge are included in this registry. Any confidentiality risk will be mitigated by requesting the minimum necessary identifiable data elements to conduct our research. Researchers are requesting a waiver of informed consent and waiver of HIPAA authorization. Rationales for this include: 1) CARES registry is a quality improvement registry with waiver of HIPAA authorization and informed consent for its data collection. Registry data are kept on a

secure server behind a firewall and all analytic output will be saved to a protected DCRI shared drive folder and firewall R:\RESTORE-CARE.8569.

Protections against risk

All data will be saved to the DCRI firewall protected shared drive. All analyses will take place at the Duke Clinical Research Institute with data saved to the DCRI protected drive.

Benefits to Society

There will be no direct benefit to subjects, but the study is likely to yield generalizable knowledge about rural care of OHCA in the United States.

CARES Data Transfer Process

Given there is no directly identifiable date for Aim 1a, the standard process is for the Emory Team to prepare an aggregated CARES dataset and to send this dataset directly to the Duke Clinical Research Institute. The national dataset has more than 1,000,000 records since 2012. The maximum number of patient records is expected to be 1,000,000. The data dictionary and dataset will be sent through Duke Box. Additionally, the excel file is password protected.

3.2 Aim 1 – Subaim 1b

Subaim 1b. Develop an optimization model to examine the effectiveness of different options for placement of both static (public) and dynamic (drone delivered) AEDs in rural communities.

3.2.1 Study Population

The CARES data for United States is maintained by Emory University. Our study population will include OHCA between 2012-22 from participating EMS agencies in North Carolina.

3.2.2 Data Sources

NC CARES Registry- We will use identifiable locations (latitude and longitude) for each cardiac arrest in a participating county in North Carolina from 2012-22. All variables in Table 1 will be provided, along with additional variables of latitude and longitudinal coordinates for each cardiac arrest.

Candidate drone stations- We will use the USGS National Structures Dataset to identify all fire stations and ambulance stations 911 facilities, hospitals, and colleges/universities in NC.²² Candidate location addresses will be geocoded and assigned a latitude and longitude coordinate. These data will be obtained and geocoded for use in our analysis. These data include a drone's expected vertical and horizontal acceleration and deceleration, maximum flying height and speed, take-off and landing time intervals. *EMS performance intervals* will be obtained from the CARES registry and include EMS and first responder dispatch times, arrival times to the curb at the call's location, first responder (police and fire), and EMS defibrillation times. *Cardiac arrest locations* will be determined from the CARES registry and will be geocoded along with candidate drone station data.

Data Axel Business Dataset for North Carolina- Database of businesses throughout NC. Rich registry that provides address, type of business, employee size, etc. This database will be used to geocode all businesses to consider prospective candidates for drone bases (coffee shops, large consumer businesses, industrial companies, grocery stores in community, post-offices, etc).

North Carolina Office of EMS AED Registry- Reporting of AEDs to this office by AED distributors is required in the state of North Carolina.

3.2.3 Study Design

We will use the *identifiable* North Carolina State CARES registry of all non-traumatic OHCA from 2013-22 to examine EMS agency treatment and performance in rural versus urban regions across the US. We will adapt previously validated drone optimization methodology developed by Chan and

colleagues¹¹ and used in our NC drone AED optimization study (under review), as well as prior static AED optimization modeling,^{25 26} to create new drone-AED models designed to improve 7-minute AED arrival coverage to greater than 50% in rural regions. We target 7-minute AED arrival to close the gap between historical rural and urban response times, as historical median AED arrival is 7 minutes in urban areas.⁸ Importantly, our models will also incorporate static AED placement to treat both OHCA's occurring in public and private rural settings, such as through public access AEDs in temperature-controlled boxes that are prominently placed in densely populated rural developments or outside of public establishments (e.g., churches, popular retail or service businesses) for quick retrieval by bystanders or first responders. Prior research has demonstrated that OHCA's occurring within 1.5 miles of a fire station have improved survival to discharge following first responder defibrillation compared with EMS defibrillation.²⁷ As a result, we will develop optimization models that do not require constraining drone bases to placement at public safety entities (i.e., fire, EMS) when drone AED delivery is unlikely to further improve response times.⁸

We will integrate the Maximal Coverage Location Program (MCLP) for static AEDs^{28 29} with our previous models that optimized drone locations to maximize the likelihood of AED arrival within 7 minutes for nearby OHCA's. We will compare integrated optimization models with independent interventions (optimized static AED placement, optimized drone placement) and conduct sensitivity analyses on the number of AEDs or drones placed as well as varied targeted response times (e.g., 5 vs. 7 minutes).

Our models will use the NC CARES registry data, as described earlier.³⁰ All cases are geocoded to determine exact location of OHCA. To receive *identifiable* CARES data to Duke, we are required to receive approval from each NC EMS agency (n=52). We have experience with this process and will pursue approvals prior to a funding decision to allow time needed for multilevel county reviews. Second, we will obtain location data on all businesses across NC from the Data Axel database, a national registry of US businesses that maintains business characteristics, address and contact information, and business size/operations. Third, we will obtain available data on known static AEDs from the NC Office of EMS, as vendors are required to report AED purchases to the State.

These analyses will be conducted by investigators at the University of Toronto. Given sensitive data, we will utilize the Duke Protected Analytic Computing Environment, allowing them to access identifiable data stored behind a Duke firewall. This approach will minimize risks associated with using identifiable data for our research.

3.2.4 Study Endpoints and Data Generated

- A. Number and locations of drone stations
- B. Number of drones within candidate drone station needed for coverage across NC.
- C. Median Response Time, mins of historical versus drone + FR intervention
- D. Response Times < 5 mins, %, historical versus drone + FR intervention
- E. OHCA's with Improved Response Time After Intervention 1, %, historical versus drone + FR intervention
- F. Median # of drones placed, n, historical versus drone + FR intervention.

3.2.5 Study Locations

N/A-NC CARES Registry Data will include 54 counties. See Table 2 for list of counties.

Table 2: EMS Agencies Participating in the Drone AED Study, Arranged by RACE-CARS Assignment and Rural Urban Determination

RACE-CARS Intervention Counties	RACE-CARS Control Counties	Other Counties
1) Buncombe (urban)	27) Anson (rural)	45) Alleghany (rural)
2) Cabarrus (urban)	28) Brunswick (rural)	46) Ashe (rural)
3) Chatham (First Health) (urban)	29) Caldwell (urban)	47) Bladen (rural)
4) Cleveland (rural)	30) Craven (urban)	48) Catawba (urban)
5) <i>Cumberland (urban)</i>	31) Davie (urban)	49) Dare (rural)
6) Currituck (rural)	32) Durham (urban)	50) Harnett (rural)
7) Davidson (urban)	33) Guilford (rural)	51) Henderson (urban)
8) Forsyth (urban)	34) Iredell (urban)	52) Johnston (urban)
9) Franklin (rural)	35) Lenoir (rural)	53) Watauga (rural)
10) Lincoln (rural)	36) New Hanover (rural)	54) Wilkes (rural)
11) Madison (rural)	37) Pasquotank (rural)	
12) McDowell (rural)	38) Pitt (urban)	
13) Mecklenburg (urban)	39) Randolph (rural)	
14) Mitchell (rural)	40) Sampson (rural)	
15) Montgomery (First Health)	41) Stokes (urban)	
16) Moore (rural)	42) Surry (rural)	
17) Nash (urban)	43) Union (rural)	
18) <i>Onslow (urban)</i>	44) Wake (Urban)	
19) Orange (urban)		
20) Person (rural)		
21) Richmond (First Health) (rural)		
22) Robeson (rural)		
23) Rowan (rural)		
24) Scotland (rural)		
25) Stanly (rural)		
26) Warren (rural)		

3.2.6 Study Procedures

Inclusion: All patients 18 years of age or older who suffer cardiac arrest before arrival of a 911-responder of non-traumatic cause, including patients who receive an AED shock by a bystander before the arrival of 911 responders.

Exclusion: Patients in the CARES registry who have a traumatic cause of cardiac arrest.

3.2.7 Subject Recruitment and Screening

Subaim 1b involves secondary data set from the CARES registry. No recruitment will take place.

3.2.8 Data Analysis

See Study Design section above.

3.2.9 Ethical Considerations

Study Procedures, Materials, and Risk

Aim 1 will combine several datasets, including an out-of-hospital cardiac arrest patient registry (CARES), drone performance data, and several non-patient datasets (AED registry, etc) as described above. We will use a statistical model to create a drone-automated external defibrillator network in North Carolina. The study will determine the number of drone stations and number of drones at each station to treat historical cardiac arrests based on location of arrest and first responder/EMS response time intervals. Cardiac arrest data from the CARES registry will be utilized to calculate estimated drone lift out and lower times as well as flight times from a base to each cardiac arrest site.

There are no major risks for this observational research in Aims 1. The main risks include privacy and loss of confidentiality at the EMS and individual patient level given data will include geographic information (geographic latitude and longitudinal coordinates and address of cardiac arrest if information can't be geocoded). Risk will be mitigated by requesting the minimum necessary identifiable data elements for our research. Researchers are requesting a waiver of informed consent and a waiver of HIPAA authorization. The rationale for this is that 1) the CARES registry is a quality improvement registry with a waiver of HIPAA authorization and informed consent for its data collection, and 2) without this waiver our research would not be possible.

Informed Consent and HIPAA Authorization

For this study, we will use the CARES registry and other non-patient data sources (Census, USGS data). Currently, the state of NC participates in the Cardiac Arrest Registry to Enhance Survival (CARES). The CARES registry is a quality improvement registry of patients with cardiac arrest in the US, established by the Centers for Disease Control and Prevention and Emory University for public health surveillance and continuous quality improvement.^{31,32} For each cardiac arrest event, 911 call center data, EMS data, and hospital system data are collected and entered into a secure, confidential database, in accordance with HIPAA standards.³³ In addition to these treatment variables, we will obtain geocoded data to geospatially map cardiac arrests and determine drone flight times to historical arrest locations. As mentioned above, we have requested a waiver of HIPAA authorization and informed consent to utilize CARES registry data. Without these waivers, our research would not be possible.

Risks

Risk is limited to a potential breach of confidentiality for CARES data. Risk will be mitigated by requesting the minimum necessary identifiable data elements for our research. Registry data are kept on a secure server behind a firewall, all data analyses will be saved to a protected DCRI shared drive folder and firewall (\\plutonium.dcri.duke.net\D4N) (p:) and \\tungsten\projects (T):D4N DDAN OPTIMIZE). All analyses with the University of Toronto will be conducted in the PACE environment, which is described below. For the preparation and geocoding of data, analyses were conducted in ArcGIS and stored behind the DCRI firewall.

Protections against risk

The main risks include the potential loss of confidentiality given that data will include geographic information (geographic latitude and longitudinal coordinates). To deal with this risk, we will obtain data use agreements from each county to utilize a limited CARES dataset (which includes these limited identifiers). The linked CARES dataset will be stored behind a secure firewall at the DCRI. All data will be saved to the DCRI firewall-protected shared drive (R:\RESTORE-CARE.8569). There are

specially assigned laptops designated for Dr. Starks to handle the preparation of geocoded data for this project securely. Dr. Chan and his team will conduct analyses in the PACE environment.

PACE is a highly protected virtual network space that serves as a marketplace where approved users can work with identifiable protected health information. PACE simplifies the effort of obtaining EHR (Electronic Health Record) data from Duke Health enterprise data warehouse and Duke's Maestro Care (Epic) EHR system, while supporting collaborators worldwide with approved NetIDs. The marketplace offers a rich set of tools, services, and resources required by research and quality initiatives. Within the protected enclave, PACE users are provided the ability to select operating systems, analytic tools (e.g., R, SAS, Python), services (e.g. an Honest Broker or Transfer Agent service to release data outside of PACE securely), compute and data sources (e.g. Microsoft Azure, Exadata, OIT GPU, DEDUCE).

Benefits to Society

There will be no direct benefit to subjects, but the study is likely to yield generalizable knowledge about drone delivery of AEDs that could save lives in the future for EMS systems adopted this approach.

3.2.10 CARES Data Transfer Process

Emory will send fully audited and geocoded datasets to DCRI as formal analytic datasets. The data will be identifiable and will include geocoded coordinates (latitude and longitude). Name and DOB will be removed from the data and only the statistical team will have access to the identifiable dataset. The data dictionary and dataset will be sent through Duke Box. Data Use Agreements (DUAs) will be signed with each county to include language that allows the county-level audited data to be sent directly to DCRI from Emory. The DUAs will list all the variables that will be sent from Emory to DCRI, only the variables listed in the DUA will be sent to DCRI. The maximum number of patient records for the NC county-level data is expected to be 100,000. Duke investigators will use the data to conduct research analyses to the development of a drone network in North Carolina. Data from analyses will be published in aggregate and will not identify patients or EMS agencies.

3.3 Aim 2

Aim 2: Building upon Federal Aviation Administration (FAA) approved drone-as-first responder (DFR) programs in two urban United States (US) regions, we will develop procedural and operational infrastructure for drone AED delivery that can be adapted to rural communities.

3.3.1 Study Plan

The primary objective of this work will be to demonstrate that drone AED delivery can be integrated effectively into existing FAA-approved drone-as-first responder programs. There are currently estimated to be 11 DFR programs in the US that have received FAA approval to fly drones beyond visual line of sight for public health emergencies. One of these programs, located in Forsyth County, NC is participating in our research program. Another program in James City County, VA is pursuing FAA approval to formalize its DFR program. We will build upon these existing DFR programs to design and develop a working drone AED delivery system. We will implement programs in one urban and two rural towns in each county (n=6). Working with public safety, EMS leadership, and community leadership in these counties, we expect an iterative design process that may involve some adaptations and updating of the optimization modeling work from Specific Aim 1. In years 1-2, we will develop and test key components of drone AED delivery integrated into current first responder and EMS systems. In years 2-4, we will pilot test these rural drone AED delivery systems (Specific Aim 3). For Specific Aim 2, we will develop policies and procedures for the integration of drone operations into the 911-dispatch OHCA response process.

Process Development Participants:

- EMS Leadership
- Sheriff and Police Leadership
- Emergency Communications (911 dispatch)
- Community Leaders
- Federal Aviation Administration
- Drone Pilots
- EMS paramedics
- Community Members

Participating Counties

- **Forsyth County, NC:** We have received public safety leadership approval to integrate AED delivery for OHCA into their established DFR program. Forsyth County is the first FAA-approved DFR program in NC. In October 2022, the 9-1-1 drone responder program was established in Clemmons, a suburb of Forsyth County. The Sheriff's Department has invested over \$570,000 through local government and non-profit funding to establish the Forsyth **DFR** program and its operations. The pilot DFR program currently has six drone pilots and operates from 8 am-5 pm five days a week. To date, the program has had over 300 successful missions (96% success) to calls needing immediate attention.³⁴ The median time to drone arrival in their DFR program is 3 minutes or less, and their drones have arrived at the mission scenes ahead of police or fire in 100% of cases. With sheriff and EMS leadership, we will explore additional placement of two drone bases for combined public safety use and AED delivery within the following rural regions in Forsyth County: Belews Creek (124 pop/sq mi, 93.3% rural pop); Walker-Town (152.7 pop/sq mi, 85.5% rural pop), Old Richmond (207.5 pop/sq mi, 66.5% rural pop), and Broadbay (306 pop/sq mi, 53% rural pop).
- **James City County, VA:** Police and fire departments have established an FAA-approved, police-piloted drone surveillance program. County police and fire/EMS leaders have enthusiastically committed to taking the next regulatory step by working with HoveCon and our Duke/VCU research team to gain FAA approval for upgrading their system to DFR status and add drone AED delivery once necessary FAA certifications are in place. HoveCon anticipates FAA approval can be achieved in 3-6 months.

3.3.2 Study Design

Drone AED Integration into First Responder/EMS Systems

For this integration work, we will develop and test key policies for 1) 9-1-1 dispatch-drone pilot communication and alert for dispatch, 2) optimal communication on drone AED arrival 3) efficient mechanism for drone AED delivery at OHCA scene, 4) bystander-drone-AED interactions, 5) AED retrieval and return to service, and 6) prioritization policies for OHCA calls.

1. **9-1-1 Dispatch, Drone Pilot Dispatch Alert, and Drone Deployment.** DFR programs utilize software that allows for more rapid dispatch compared with traditional OHCA response. In Forsyth County, the DFR programs use LIVE911 software, allowing its DFR pilots to hear 9-1-1 calls as the dispatcher receives them. This real-time information allows for dispatch before a formal alert because the software automatically displays the geographical coordinates and location of the caller. This feature allows current DFR programs to consistently arrive at a scene ahead of traditional first responder response. This feature is particularly relevant for rural communities where 9-1-1 is known to take up to 2 minutes to dispatch for OCHA, well beyond recommendations for a 60-second cardiac arrest dispatch goal. We will educate drone pilots on the identification of cardiac arrest and immediate dispatch. The AHA and National Academy of Emergency Dispatch recommend a two-question format for telecommunicators in deciding to initiate Telecommunicator CPR (T-CPR): *Is the person conscious? Is the person*

*breathing normally?*³⁵ This will alert drone pilots to identify a suspected cardiac arrest on a 9-1-1 call and launch the AED drone immediately.

2. **Communication Procedures on Drone AED Arrival.** We will conduct listening sessions with public safety leadership (sheriff, drone pilots, 911-dispatch) to adapt previously developed procedures for drone AED communication between drone pilots and 9-1-1 dispatch (see protocols in appendix), including confirmation of successful AED lowering to the ground (drone will descend from 400 ft to under 125 ft, then deliver the AED by a winch to the ground and release it as the bystander is instructed to wait to approach AED until directed by the 9-1-1 dispatcher).³⁶
3. **Efficient Drone AED Delivery Options.** We will test two approaches to delivering an AED after a drone has arrived at an OHCA site - drone landing or AED delivery by winch (described above) - to determine the time required to use each system and which system best minimizes risk to the public, drone, and AED. In previous simulation studies, we landed drones and found that bystanders could safely approach drones and retrieve an AED when supervised by a 9-1-1 telecommunicator. Other studies have also confirmed that this approach is safe.^{17,37} Swedish studies have demonstrated the successful ability to use a winching system from an altitude of 100 feet.¹⁸ For this pilot program, we will work with multiple vendors to determine which drone will be suitable to fly up to 60 miles per hour and carry a payload of up to 25lbs. Battery life and flight range will also be considered. The drone must be manufactured in the US. Due to national security concerns, federally funded entities are prohibited from using drones from adversarial nations.
4. **Bystander, Drone, AED Interaction.** We will adapt previously developed procedures for communication between 9-1-1 dispatch and bystanders for maintaining CPR while the AED is enroute, safe AED retrieval, and AED use. The 9-1-1 dispatcher and drone pilot will be integral to ensuring safety of the bystander and safe AED retrieval. High-quality continuous video streaming allows visualization of bystander approach and AED deployment.
5. **Drone Return to Service and AED Retrieval/Maintenance.** After a drone delivers the AED, it will autonomously return to its base, where it undergoes preparation for service return. The drone battery will be replaced upon service return to prepare for its next mission. Across several studies, battery consumption for drone missions ranges from 15-80% for 1.0-8.9 km of travel.^{16,17} The AED will be left at the scene for bystander use. We will determine the best approach for AED retrieval and return to service via routine engagement of EMS and public safety leadership in the two counties. We will purchase two AEDs per drone site (n=12 total) to maximize drone availability for OHCA calls.

3.3.3 Data Analysis

This phase of the study will involve intensive implementation research conducted by Drs. Hayden Bosworth and Audrey Blewer. They will utilize a combination of listening sessions, interviews and focus groups to explore effective design and implementation of the drone AED delivery program. Specifically, use a RE-AIM-informed process evaluation using multi-methods to examine implementation barriers and facilitators. They will administer a needs assessment, guided by the Consolidated Framework for Implementation Research (CFIR), to stakeholders (Process Development Participants) in participating counties. As part of this process evaluation, note adaptations will be made throughout implementation. They will use the Stirman et al framework for classifying intervention modifications.^{38,39} Adaptations data will help inform the development of the interview questions asked during the qualitative interviews conducted with leadership and staff of 9-1-1 dispatch operations, police and fire departments, and EMS. Qualitative interviews will be conducted with community members. FAA officials will be interviewed pre- and post-program implementation. We will use rapid qualitative analysis procedures to collect and analyze all qualitative data. Interviews will be conducted by a trained research assistant and will include a note-taker using a structured template. Following each interview, the interviewer and note-taker will debrief to discuss data and emerging concepts. Interviews will be recorded. We will conduct thematic analysis⁴⁰ using NVivo (QSR International Pty Ltd) to identify and group related codes. Then, we will use the matrix method

to visualize themes by respondent, and compare and contrast findings.^{41,42} After three interviews, we will begin preliminary analyses to refine questions in each interview guide, which will enhance future data collection.⁴³ Development of codes and themes will be guided *a priori* RE-AIM, domains. Findings will be examined in the context of patient/stakeholder impressions of the intervention and general thoughts on disseminating the intervention. We will assure the validity and reliability of findings and the iterative generation of codes by working closely with the research team.⁴⁴

3.3.4 Ethical Considerations

Informed Consent and HIPAA Authorization

We will seek a waiver of informed consent to interview public safety professionals, community leaders, and government officials as discussions will occur in the context of routine and standard practice of care. There is no incrementally increased risk with the process development.

Protections against risk

All data will be saved to the DCRI firewall protected shared drive. All analyses will take place at the Duke Clinical Research Institute with data saved to the DCRI protected drive.

Benefits to Society

The process of developing procedures to integrate drone AED delivery into standard care procedures for OHCA stand to have tremendous benefit to society. Such a program could potentially reduce the time to defibrillation and improve survival.

3.4 Aim 3

Specific Aim 3: Pilot test the safety and effectiveness of emergency drone AED delivery models in 2 urban and 4 rural communities in Forsyth County, NC and James City County, VA.

Subaims 3a-3c: OHCA that occur within 2-3 mile radius of each drone base in our 6 test sites in Forsyth County, NC and James City, VA.

Subaim 3d: Community members recruited by research participants to treat a mock cardiac in rural areas in Forsyth County, NC and James City, VA.

3.4.1 Data Sources

1. CARES Registry Data (Subaim 3a-3c)
2. DFR Drone Software Program (Subaims 3a-3d)
3. Simulation Manikin (Subaim 3d)
4. RedCap Data Entry for Drone Pilots (All Subaims)
5. 911-Dispatch recordings (All Subaims)

We will incrementally collect data on the drone AED delivery process related to drone pilot notification, drone launch, travel, and delivery of AED (All sub aims). These data will be provided by downloading the data from the Drone DFR software (see Table 3). We will link all drone operational data to CARES data on OHCA to examine the impact of the drone AED program on treatment and outcomes (Subaim 3c). Simulation Study (Aim 3d) We will download data from a simulation recorder in Excel format on CPR quality for bystanders (sub aim 3d).

3.4.2 Study Design

Subaim 3a. Test the ability of the DFR-AED program to travel to the location of suspected OHCA and arrive ahead of EMS. We will test the **safety** and **effectiveness** of a fully operational DFR-AED program in rural (n=4) and urban (n=2) regions of Forsyth County, NC and James City County, VA. Starting in the first quarter of year 2, we will test the program in phased experiments. Over a 60-day period, we will test the ability of the DFR-AED program to travel to the location of suspected OHCA and arrive ahead of EMS. We expect an estimated 12-15 OHCA across the 6 testing sites during this testing period. Table 1 describes data to be collected. The primary outcome for this sub aim is the

time interval between 9-1-1 law/fire/EMS dispatch of drone arrival versus law/fire/EMS arrival to the OHCA curb.¹⁸ Secondary outcomes include the proportion of cases with drone arrival ahead of EMS. All 9-1-1 computers, drone, AEDs, and manual defibrillators are synchronized to the atomic clock automatically by the hardware and software in the devices. Data elements in Table 1 will be recorded in the CARES registry and drone DFR software (weather and drone time stamps).

Subaim 3b. Test the ability of the DFR-AED program to deliver AEDs (without interrupting bystanders) to sites of suspected OHCA. After 2 successful runs by each drone base from subaim 3a, we will start deploying AEDs using the technique determined to be best suited from Specific Aim 2, and for an additional 10-12 real-time OHCA runs among the 6 sites. We will test the ability of the AED to deploy near the site of the OHCA safely. We will collect data on the proportion of times the AED was successfully deployed, the time from drone arrival on-scene to AED delivery on the ground, and the drone's altitude at the time of AED deployment. We will adapt what we learn from Sub aims 3a and 3b to test the fully functional systems in urban and rural areas in the next phase.

Sub aim 3c. Building upon subaims 3a and 3b, test the ability of DFR-AED program to deliver an AED and treat OHCA patients. Over a 12-month period, we will test fully functional DFR-AED programs at our 6 drone sites. During this time period, we expect up to 70 OHCA across all the communities. As described in Specific Aim 2, the command center in each county can control up to 3 drones in geographically distinct regions in the county (Figure 1). The primary outcome will be the time interval difference between AED arrival of drones versus law/fire/EMS. Secondary outcomes are as listed in subaim 3a.

Sub aim 3d. Given the sparse populations in rural areas and the low number of OHCA per year, we will also carry out simulated OHCA alerts and test the ability of the DFR-AED program to deliver AEDs to a simulated OHCA scene ahead of EMS or first responders. We will perform 40 simulations (10 per rural site) during the study period described in Sub aim 3c. We will recruit participants through community and church events, local/social media, and healthcare facilities. Each community member will be compensated \$50 upon completing a cardiac arrest scenario.

Table 3: Data Collection for 911-Drone First Responder and AED Program

OHCA	Drone Operations	Responder
<ul style="list-style-type: none"> Date Location of OHCA Demographics of OHCA patient (age, sex, race) Witnessed event Initial rhythm Survival to discharge Survival to discharge with good neurologic function (CPC 1 or 2) 	<ul style="list-style-type: none"> Drone flight distance- direct route Drone flight distance- actual route Wind speed Outside temperature and weather conditions Height of drone at time of AED deployment to ground Distance from AED drop to patient/building entrance Time of AED arrival on ground Time of drone AED drop AED drop speed Drone battery power at take-off and at return to base 	<ul style="list-style-type: none"> Who first performed CPR Time of AED application Who applied the AED Defibrillation Who defibrillated Demographics of bystander (age, sex, race)
Dispatch	Simulations Only	Other
<ul style="list-style-type: none"> Time of law dispatch and arrival Time of fire dispatch and arrival Time of EMS dispatch and arrival Time of drone dispatch and arrival 	<ul style="list-style-type: none"> Chest compression rate, depth, fraction, and recoil 	<ul style="list-style-type: none"> Number of confirmed OHCA Number of 911 deployments during study period Number of cases with 911 and OHCA needed simultaneously Decision when two drone dispatches needed

Planned Enrollment:

Subaim 3a- maximum of 15 OHCA across 6 sites

Subaim 3b- maximum of 15 OHCA across 6 sites

Subaim 3c- minimum of 58 OHCA across 6 sites

Subaim 3d- minimum of 40 simulated OHCA across 4 rural sites

3.4.3 Data Analysis

Based on expected response time intervals of 8 ± 2 minutes for law/fire/EMS versus 4 minutes for drones, 10 OHCA are needed to have 90% power to detect at least a 4-minute difference in AED arrival time between drone and traditional first responders or EMS. Secondary outcomes include rates of bystander AED application. We expect bystander AED application to increase from 3% to 30%, and 58 OHCA (26 with drone-delivered AEDs and 26 with law/fire/EMS AEDs) will be needed to have 80% power to detect this difference. To estimate bystander AED application, we will compare data from OHCA that occur within the DFR-AED program (operations from 8 am-5 pm) to OHCA that occur when the DFR-AED program is not active (5pm-8am and on weekends). As a secondary analysis of bystander AED application, we will compare rates historically (2022-2023) to observed rates of bystander AED application during the study period. We will also report on the proportions of initial shockable rhythm, bystander defibrillation, and first responder defibrillation. During this aim, the implementation team will conduct semi-structured phone interviews of bystanders who interacted with the drone and applied the AED, with the goal of interviewing 75% of bystanders.

3.4.4 Ethical Considerations

Study Procedures, Materials, and Risk

Subaims 3a and 3b involve drone missions during OHCA, but there is no interaction with OHCA patients, and thus no risk to the victim is posed. All drone flights will occur as a part of the FAA-approved drone first responder UAS program. For Subaim 3c, we will pursue a waiver from informed consent as our study involves no more than minimal risk and could not be practicably carried out without a waiver (as OHCA patients cannot provide consent before the intervention). More importantly, our study is occurring in routine public safety and health operations where first responder surveillance programs have been granted rigorous certifications to fly drones beyond line of sight as specified with the FAA-approved DFR program. Public safety teams routinely operate drones to live stream videos of dangerous situations to increase situational awareness and informed response methods. Additionally, AEDs are routinely used by first responders and bystanders to treat OHCA and are being used according to FDA-approved indications. Our intervention will combine these two public safety interventions to deliver an AED to a site of OHCA to allow bystanders to treat an OHCA. Finally, national and international 9-1-1 protocols require dispatchers to provide “hands only” CPR instructions to a bystander for an OHCA victim while rescuers are enroute. In addition, bystanders are asked if an AED is nearby and, if so, to retrieve it and return to the victim quickly. Once at the victim’s side, the 9-1-1 dispatcher provides the bystander step-by-step instructions on using the AED. Thus, there is no incremental risk to our intervention. For Specific Aim 3d involving simulated OHCA alerts, we will consent community participants at the time of enrollment in the study. For the implementation study, we will request the alteration of informed consent to allow verbal telephone consent for interviews and focus groups.

Informed Consent and HIPAA Authorization

Aims 3a-3c- As above, we will seek a waiver from informed consent and HIPAA authorization for CARES data collection. The intervention (drone AED delivery) will occur in the context of routine emergency response care, and no OHCA patient will be deprived of the standard of care for the intervention counties. All data collection for OHCA will be reported to CARES, the quality improvement registry, as described above. Drone data will be downloaded from drone programs and linked to CARES registry data.

Aim 3d- We will obtain informed consent for research participants recruited to participate in our drone simulation studies. Benefits and risks will be described (see consent form), and research participants will be offered \$50 to compensate for time.

Risks

Risks associated with our study include anxiety, minor muscle discomfort, financial risks, potential loss of confidentiality, and serious injury from the drone. There is minimal risk associated with performing calling 911, performing CPR, and applying an AED as a part of our research study. Research participants may experience some minor discomfort associated with performing CPR on a manikin. Research participants may also experience some anxiety with performance during the research.

Public safety officials are trained and experts at flying drones for public safety missions. Experienced drone pilots will navigate the drone. The drone will not land, but will use a winch system to deliver the AED from more than 100 ft air. The 9-1-1 operators will not instruct research participants to retrieve the AED until the drone has delivered the AED. It is not expected that any research participant will have any direct interaction with a drone, and thus risk is minimized. In event of drone failure, a parachute is attached that mitigates any injury to people or objects on the ground.

Protections Against Risk

Drone Protections: Our research program will be embedded within the FAA approved Drone-As-First Responder program. As such, each county will have FAA-certified drone pilots who will operate drones over people and objects, and beyond visual line of sight. To mitigate risk, drones will deliver AEDs by a winch system (from 125 ft in the air). The drone will also be outfitted with a parachute to protect from injury to people and objects on the ground. As such, there will be no drone-human interactions throughout the study.

Loss of Confidentiality Protection: There is the potential risk of loss of confidentiality. The research information will only be viewed by the study personnel and will be stored behind our university's secure firewall and kept only for a specified period of time.

Discomfort or Anxiety: Our research scene and questions may cause anxiety or discomfort. We will ensure research participants understand that research is voluntary and that they can stop participation in the study at any time.

Financial Protection: To offset the time and financial burden of participating in our research, we will reimburse participants for their time. Reimbursement will include a \$50 Duke Clincard.

Plans for Necessary Medical or Professional Intervention: If a medical emergency occurs during the study, emergency medical services will be on-site and will assess the medical problem and may determine that a research participant needs to be taken to the nearest emergency room. Research participants will be advised to contact the Principal Investigators, emergency study contact, or his/her medical provider should an injury occur.

We will advise that medical care is available at the nearest medical facilities, but there is no commitment to provide monetary compensation or free medical care due to a study-related injury.

Potential Benefits

Our research may encourage research participants learn about cardiac arrest and CPR. Research participants may be able to treat cardiac arrest after participation in our study adequately. We will minimize the chance of significant physical injury. Additionally, the risks of performing CPR and applying an AED are no greater than the risks expected with the performance of CPR in real life. Thus, the benefits of our study are reasonable in relation to the risk.

Costs to Subject

No cost beyond time investment

Compensation
\$50 gift card

Subject Privacy and Confidentiality
Privacy and Confidentiality

Mock Cardiac Arrest Codes- Mock cardiac arrest codes will occur in the community. As such, privacy cannot be protected as research will occur in the context of the community and everyday life. While we cannot ensure that research participants will not be recognized, we will protect any names or other PHI collected on research participants who are a part of our mock cardiac arrest codes. Records and data include, for example, informed consent documents, case report forms or study flow sheets, survey instruments, database or spreadsheets, screening logs or telephone eligibility sheets, web based information gathering tools, audio/video/photo recordings of subjects, labeled specimens, data about subjects, and subject identifiers. Research data of video recordings be kept on DCRI outcomes secure directory.

Importance of Knowledge to Be Gained-

Knowledge gained from this research will help us to more accurately estimate the time saved by delivering an AED with a drone compared current emergency responder times in distinct communities.

4. Study Limitations

Implementing a drone AED delivery program requires navigating a complex set of regulatory approvals at several levels of government. We have the leadership approvals to integrate drone AED delivery into Forsyth County, NC, and they have funding through government and non-profit support to expand the pilot program throughout Forsyth County. We still have to gain full FAA approval for the DFR in James City County, VA. It may take 3-6 months for necessary approvals, but our timeline allows for up to 9 months. We have two additional NC (Richmond and Stokes) counties on stand-by if James City, VA cannot be a part of the study.

Another potential difficulty is the training required to ensure all six drone sites are collecting time stamps and that data entry into the CARES registry and is complete. We will develop training modules on data collection and reporting, and we will conduct regular data audits to ensure completeness and accuracy. Research coordinators in each state will work with DFR programs to quickly resolve any data issues.

Because of the cost and regulatory approvals needed to establish a drone program, the selection of sites for this study is limited to programs with some infrastructure already in place and regulatory approvals that have been initiated. The generalizability of our study will be limited to communities with the resources to implement and maintain a DFR program. However, as larger numbers of programs throughout the country gain regulatory approval, our project will provide needed evidence that the drone delivery strategy will save lives. As healthcare delivery drones are adapted to respond to other medical emergencies (e.g., anaphylaxis to deliver an EpiPen; Stop-the-Bleed kits for mass casualties/shootings) and technologies improve, we expect economies of scale will lead to decreased costs.

Drone operations will be impacted by weather. Wind gusts of 30 mph or more will prohibit drone travel. However, review of weather patterns over the past 3 years highlights that this is uncommon in the geographic regions we are considering. Further, the Forsyth County DFR program has conducted drone operations in rain and cold weather conditions. We estimate that 10-15% of drone operations may be impacted by weather conditions and have the flexibility to extend enrollment from 12 months to 15 months if needed.

5. Safety Monitoring

There will be no Data Safety Monitoring Board (DSMB) for this study. Aims 1 and 2 involve observational data analyses. For Aim 3 we will follow the risk protections as outlined in section 3.4.4.

6. Additional Considerations

6.1.1 Protocol Amendment History

Summary of Changes from Previous Version:

Affected Section(s)	Summary of Revisions Made	Rationale
3.1.3	Updated Table 1. CARES Data Elements	This list reflects all CARES variables that will be received
3.2.10	Updated CARES data transfer process	Accurately reflects process that will be used to obtain CARES data
3.3.2	Updated this section to include we will work with multiple vendors to determine the exact drone for the study	Drone type will be determined after working with multiple vendors
3.3.3	Included additional description of implementation study	Implementation study to be included in this protocol, rather than a separate protocol
3.3.4	Removed statement regarding separate IRB application Included additional description for implementation study	Implementation study to be included in this protocol, rather than a separate protocol
3.4.3	Added a secondary analysis	To include historic rates to observed rates of bystander AED application

6.1.2 Abbreviations

AED	Automated external defibrillator
BVLOS	beyond visual line of sight
CARES	Cardiac Arrest Registry Data to Enhance Survival
CDC	Centers for Disease Control
CPR	cardiopulmonary resuscitation
DFR	Drone First Responder
DSMB	Data Safety Monitoring Board
DUA	Data Use Agreement
EMS	Emergency Medical Services
FAA	Federal Aviation Agency
FR	First Responder
HIPAA	Health Insurance Portability & Accountability Act
MCLP	Maximal Coverage Location Program

OHCA	Out of hospital cardiac arrest
PACE	Protected Analytics Computing Environment
PAO	Public Aircraft Operation
RUCA	Rural-Urban Commuting Area
US	United States
USGS	United States Geological Survey

7. References

1. Valenzuela TD, Roe DJ, Nichol G, Clark LL, Spaite DW, Hardman RG. Outcomes of rapid defibrillation by security officers after cardiac arrest in casinos. *N Engl J Med*. Oct 26 2000;343(17):1206-9. doi:10.1056/NEJM200010263431701
2. Page RL, Joglar JA, Kowal RC, et al. Use of automated external defibrillators by a U.S. airline. *N Engl J Med*. Oct 26 2000;343(17):1210-6. doi:10.1056/NEJM200010263431702
3. Valenzuela TD, Roe DJ, Cretin S, Spaite DW, Larsen MP. Estimating effectiveness of cardiac arrest interventions: a logistic regression survival model. *Circulation*. Nov 18 1997;96(10):3308-13. doi:10.1161/01.cir.96.10.3308
4. Starks MA, Schmicker RH, Peterson ED, et al. Association of Neighborhood Demographics With Out-of-Hospital Cardiac Arrest Treatment and Outcomes: Where You Live May Matter. *JAMA Cardiol*. Oct 1 2017;2(10):1110-1118. doi:10.1001/jamacardio.2017.2671
5. Pulver A, Wei R, Mann C. Locating AED Enabled Medical Drones to Enhance Cardiac Arrest Response Times. *Prehosp Emerg Care*. May-Jun 2016;20(3):378-89. doi:10.3109/10903127.2015.1115932
6. Grubic N, Peng YP, Walker M, Brooks SC. Bystander-initiated cardiopulmonary resuscitation and automated external defibrillator use after out-of-hospital cardiac arrest: Uncovering disparities in care and survival across the urban-rural spectrum. *Resuscitation*. Jun 2022;175:150-158. doi:10.1016/j.resuscitation.2022.04.014
7. Smith A, Masters S, Ball S, Finn J. The incidence and outcomes of out-of-hospital cardiac arrest in metropolitan versus rural locations: A systematic review and meta-analysis. *Resuscitation*. Dec 8 2022;109655. doi:10.1016/j.resuscitation.2022.11.021
8. Kragholm K, Hansen CM, Dupre ME, et al. Care and outcomes of urban and non-urban out-of-hospital cardiac arrest patients during the HeartRescue Project in Washington state and North Carolina. *Resuscitation*. Jul 2020;152:5-15. doi:10.1016/j.resuscitation.2020.04.030
9. Peters GA, Ordoobadi AJ, Panchal AR, Cash RE. Differences in Out-of-Hospital Cardiac Arrest Management and Outcomes across Urban, Suburban, and Rural Settings. *Prehosp Emerg Care*. Jan 25 2022;1-8. doi:10.1080/10903127.2021.2018076
10. Anderson ML, Cox M, Al-Khatib SM, et al. Rates of cardiopulmonary resuscitation training in the United States. *JAMA Intern Med*. Feb 1 2014;174(2):194-201. doi:10.1001/jamainternmed.2013.11320
11. Boutilier JJ, Brooks SC, Janmohamed A, et al. Optimizing a Drone Network to Deliver Automated External Defibrillators. *Circulation*. Jun 20 2017;135(25):2454-2465. doi:10.1161/circulationaha.116.026318
12. Rees N, Howitt J, Breyley N, Geoghegan P, Powel C. A simulation study of drone delivery of Automated External Defibrillator (AED) in Out of Hospital Cardiac Arrest (OHCA) in the UK. *PLoS One*. 2021;16(11):e0259555. doi:10.1371/journal.pone.0259555
13. Baumgarten MC, Röper J, Hahnenkamp K, Thies KC. Drones delivering automated external defibrillators-Integrating unmanned aerial systems into the chain of survival: A simulation study in rural Germany. *Resuscitation*. Mar 2022;172:139-145. doi:10.1016/j.resuscitation.2021.12.025
14. Rosamond WD, Johnson AM, Bogle BM, et al. Drone Delivery of an Automated External Defibrillator. *N Engl J Med*. Sep 17 2020;383(12):1186-1188. doi:10.1056/NEJMc1915956

15. Schierbeck S, Nord A, Svensson L, et al. National coverage of out-of-hospital cardiac arrests using automated external defibrillator-equipped drones - A geographical information system analysis. *Resuscitation*. Jun 2021;163:136-145. doi:10.1016/j.resuscitation.2021.02.040
16. Schierbeck S, Svensson L, Claesson A. Use of a Drone-Delivered Automated External Defibrillator in an Out-of-Hospital Cardiac Arrest. *N Engl J Med*. May 19 2022;386(20):1953-1954. doi:10.1056/NEJMc2200833
17. Claesson A, Bäckman A, Ringh M, et al. Time to Delivery of an Automated External Defibrillator Using a Drone for Simulated Out-of-Hospital Cardiac Arrests vs vs. Emergency Medical Services. *JAMA*. Jun 13 2017;317(22):2332-2334. doi:10.1001/jama.2017.3957
18. Schierbeck S, Hollenberg J, Nord A, et al. Automated external defibrillators delivered by drones to patients with suspected out-of-hospital cardiac arrest. *Eur Heart J*. Aug 26 2021;doi:10.1093/eurheartj/ehab498
19. Zègre-Hemsey JK, Grewe ME, Johnson AM, et al. Delivery of Automated External Defibrillators via Drones in Simulated Cardiac Arrest: Users' Experiences and the Human-Drone Interaction. *Resuscitation*. Dec 2020;157:83-88. doi:10.1016/j.resuscitation.2020.10.006
20. Sanfridsson J, Sparrevik J, Hollenberg J, et al. Drone delivery of an automated external defibrillator - a mixed method simulation study of bystander experience. *Scand J Trauma Resusc Emerg Med*. Apr 8 2019;27(1):40. doi:10.1186/s13049-019-0622-6
21. Department of Transportation FAA. Operation and Certification of Small Unmanned Aircraft Systems. *Federal Register*. Fed Regist. June 28, 2016 2016;Vol. 81, No. 124(14 CFR Parts 21, 43, 45, 47, 61, 91, 101, 107, and 183)
22. U.S. Geological Survey Dotl. USGS National Structures Dataset - USGS National Map Downloadable Data Collection. <https://catalogdata.gov/harvest/usgs-national-structures-dataset-nsd-downloadable-data-collection>. October 17, 2014;Accessed September 1, 2019.
23. U.S. Businesses Database. Accessed 9 November 2021.
24. Emergency treatment using automated external defibrillator; immunity. In: Assembly NCG, editor. North Carolina General Statute 90-21152007.
25. Sun CLF, Karlsson L, Torp-Pedersen C, et al. In Silico Trial of Optimized Versus Actual Public Defibrillator Locations. *J Am Coll Cardiol*. Sep 24 2019;74(12):1557-1567. doi:10.1016/j.jacc.2019.06.075
26. Chan TC, Li H, Lebovic G, et al. Identifying locations for public access defibrillators using mathematical optimization. *Circulation*. Apr 30 2013;127(17):1801-9. doi:10.1161/CIRCULATIONAHA.113.001953
27. Hansen SM, Hansen CM, Fordyce CB, et al. Association Between Driving Distance From Nearest Fire Station and Survival of Out-of-Hospital Cardiac Arrest. *J Am Heart Assoc*. Nov 6 2018;7(21):e008771. doi:10.1161/jaha.118.008771
28. Church R, ReVelle C. The maximal covering location problem. Springer-Verlag Berlin/Heidelberg; 1974:101-118.
29. Chan TC, Li H, Lebovic G, et al. Identifying locations for public access defibrillators using mathematical optimization. *Circulation*. 2013;127(17):1801-1809.
30. McNally B, Stokes A, Crouch A, Kellermann AL, Group CS. CARES: Cardiac Arrest Registry to Enhance Survival. *Ann Emerg Med*. Nov 2009;54(5):674-683 e2. doi:10.1016/j.annemergmed.2009.03.018
31. McNally B, Robb R, Mehta M, et al. Out-of-hospital cardiac arrest surveillance --- Cardiac Arrest Registry to Enhance Survival (CARES), United States, October 1, 2005--December 31, 2010. *MMWR Surveill Summ*. Jul 29 2011;60(8):1-19. doi:10.1186/1545-7315(2011)60[pii]
32. McNally B, Stokes A, Crouch A, Kellermann AL. CARES: Cardiac Arrest Registry to Enhance Survival. *Ann Emerg Med*. Nov 2009;54(5):674-683 e2. doi:10.1016/j.annemergmed.2009.03.018
33. 10.1016/j.annemergmed.2009.03.018
34. Girotra S, van Diepen S, Nallamothu BK, et al. Regional Variation in Out-of-Hospital Cardiac Arrest Survival in the United States. *Circulation*. May 31 2016;133(22):2159-68. doi:10.1161/CIRCULATIONAHA.115.018175

35. Messinger S, Warner D, Knight C, et al. The distribution of emergency police dispatch call incident types and priority levels within the police priority dispatch system. *Annals of Emergency Dispatch & Response*. 2013;1(2):12-17.
36. Kurz MC, Bobrow BJ, Buckingham J, et al. Telecommunicator Cardiopulmonary Resuscitation: A Policy Statement From the American Heart Association. *Circulation*. Mar 24 2020;141(12):e686-e700. doi:10.1161/cir.0000000000000744
37. Starks MA, Blewer AL, Sharpe E, et al. BYSTANDER PERFORMANCE DURING SIMULATED DRONE DELIVERY OF AN AED FOR MOCK OUT-OF-HOSPITAL CARDIAC ARREST. Conference Abstract. *Journal of the American College of Cardiology*. 2020;75(11):303. doi:10.1016/S0735-1097(20)30930-X
38. Cheskes S, McLeod SL, Nolan M, et al. Improving Access to Automated External Defibrillators in Rural and Remote Settings: A Drone Delivery Feasibility Study. *J Am Heart Assoc*. Jul 21 2020;9(14):e016687. doi:10.1161/jaha.120.016687
39. Stirman SW, Miller CJ, Toder K, Calloway A. Development of a framework and coding system for modifications and adaptations of evidence-based interventions. *Implement Sci*. Jun 10 2013;8:65. doi:10.1186/1748-5908-8-65
40. Zullig LL, McCant F, Silberberg M, Johnson F, Granger BB, Bosworth HB. Changing CHANGE: adaptations of an evidence-based telehealth cardiovascular disease risk reduction intervention. *Transl Behav Med*. Mar 1 2018;8(2):225-232. doi:10.1093/tbm/ibx030
41. Fereday J, Muir-Cochrane E. Demonstrating rigor using thematic analysis: A hybrid approach of inductive and deductive coding and theme development. *International journal of qualitative methods*. 2006;5(1):80-92.
42. Averill JB. Matrix analysis as a complementary analytic strategy in qualitative inquiry. *Qual Health Res*. 2002;12(6):855-866.
43. Gale NK, Heath G, Cameron E, Rashid S, Redwood S. Using the framework method for the analysis of qualitative data in multi-disciplinary health research. *BMC Med Res Methodol*. 2013;13(1):1-8.
44. Sandelowski MJ, et al. *Qualitative analysis: What it is and how to begin*. 1995;18(4):371-375.
45. Creswell JW, Clark VLP. *Designing and conducting mixed methods research*. Sage publications; 2017.

MEMORANDUM

DATE: June 11, 2024

TO: The Board of Supervisors

FROM: Barry E. Moses, Capital Projects Coordinator

SUBJECT: Contract Award - \$500,000 - James City County Marina Upgrades and Supporting Infrastructure Improvements - 70% Design Contract

As presented at the November 28, 2023, Board of Supervisors' Business Meeting, staff is moving forward with a design-build process to complete the James City County Marina Upgrades and Infrastructure Improvements. A Request for Qualifications was issued in January 2024 and the sole offeror, Crofton Construction Services, Inc., Timmons Group, Inc., and GuernseyTingle Architects, P.C. was deemed a qualified design-build team. A Request for Proposals (RFP) was then issued to Crofton Construction Services, Inc., Timmons Group, Inc., and GuernseyTingle Architects, P.C. for a 70% design. The end goal of the design-build contract process is to have a firm-fixed-price contract to complete the design and construction of the Marina Upgrades and Infrastructure Improvements by May 2026.

In the 70% design process, staff and the design-build team will consider the components as shown on Attachment No. 2, "Conceptual Layout". Consideration of each of these conceptual items will be evaluated on a collaborative basis considering the proposed budget and schedule. A 30% design and cost estimate will be provided by September 1, 2024, to solicit input from the stakeholders.

An RFP was solicited from the following pre-qualified design-build team, who provided an acceptable proposal to be considered for contract award:

<u>Design Build Team - 70% Design Proposal</u>	<u>Amount</u>
Crofton Construction Services, Inc., Timmons Group, Inc., and GuernseyTingle Architects, P.C.	\$500,000

The design-build team of Crofton Construction Services, Inc., Timmons Group, Inc., and GuernseyTingle Architects, P.C. was determined to be a qualified, responsive, and responsible proposer. This project is part of the approved Capital Improvements Program budget and funds provided from the American Rescue Plan Act grant.

Staff recommends approval of the attached resolution authorizing the contract award to the design-build team of Crofton Construction Services, Inc., Timmons Group, Inc., and GuernseyTingle Architects, P.C. in the amount of \$500,000.

BEM/ap
CA-MrnaUpg-rev-mem

Attachments:

1. Resolution
2. Conceptual Layout

RESOLUTION

CONTRACT AWARD - \$500,000 - JAMES CITY COUNTY MARINA UPGRADES AND

SUPPORTING INFRASTRUCTURE IMPROVEMENTS - 70% DESIGN CONTRACT

WHEREAS, the James City County Board of Supervisors desires to complete the James City County Marina Upgrades and Infrastructure Improvements Project; and

WHEREAS, funds are available in the Capital Improvements Program budget and funds provided from the American Rescue Plan Act grant to cover the cost of the 70% design of the James City County Marina Upgrades and Infrastructure Improvements at the James City County Marina; and

WHEREAS, the design-build team consisting of Crofton Construction Services, Inc., Timmons Group, Inc., and GuernseyTingle Architects, P.C. was determined to be a qualified, responsive, and responsible offeror.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of James City County, Virginia, hereby awards the contract for the James City County Marina Upgrades and Infrastructure Improvements Project - 70% design of the James City County Marina to the design-build team consisting of Crofton Construction Services, Inc., Timmons Group, Inc., and GuernseyTingle Architects, P.C in the total amount of \$500,000.

Ruth M. Larson
Chair, Board of Supervisors

ATTEST:

Teresa J. Saeed
Deputy Clerk to the Board

NULL
HIPPLE
MCGLENNON
ICENHOUR
LARSON

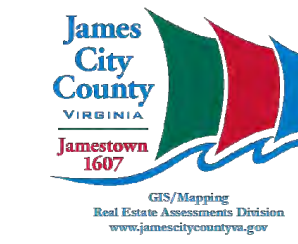
VOTES

<u>AYE</u>	<u>NAY</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Adopted by the Board of Supervisors of James City County, Virginia, this 11th day of June, 2024.

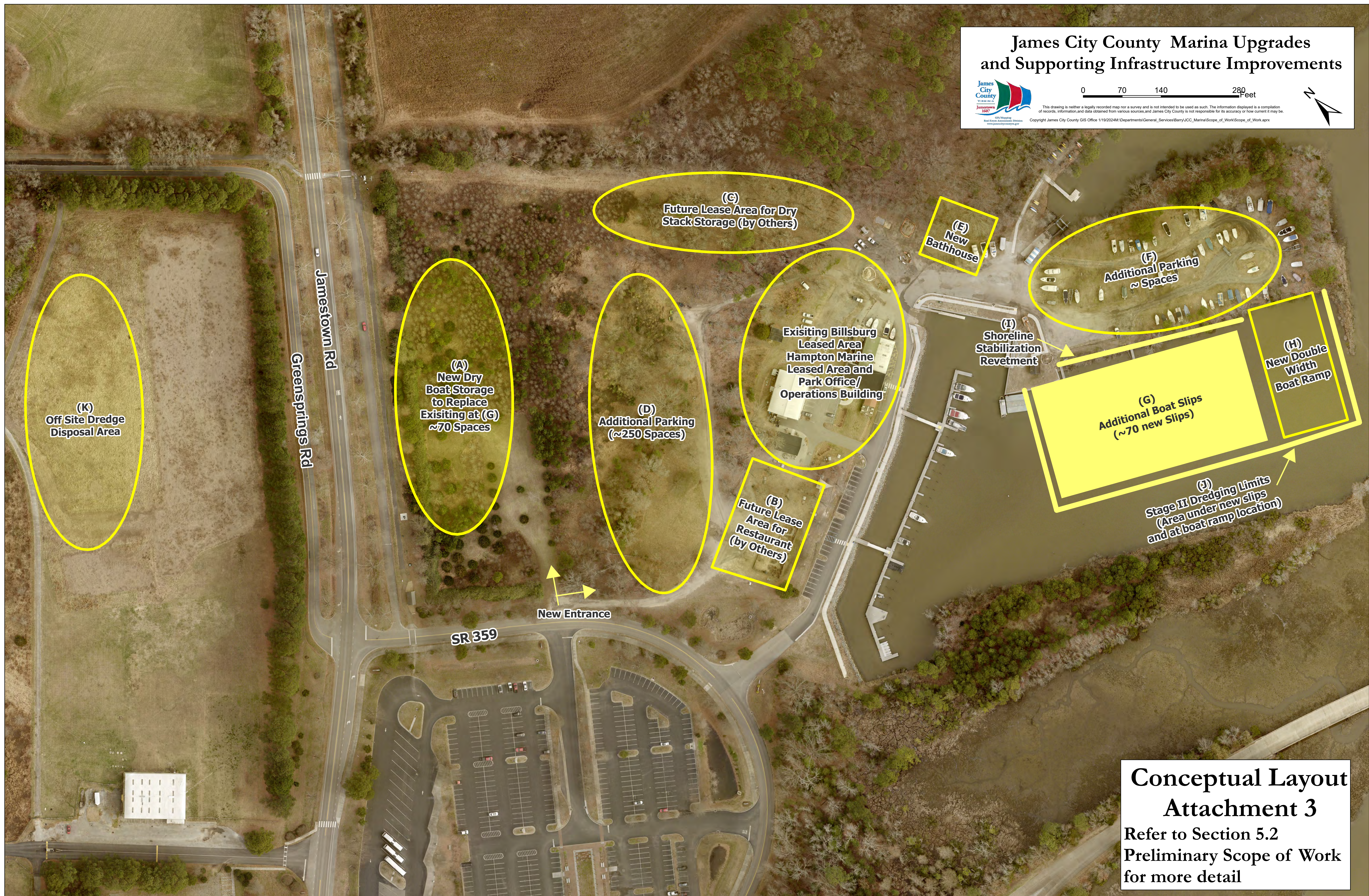
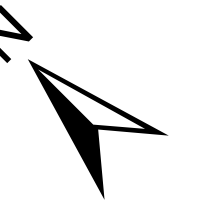
CA-MrnaUpg-rev-res

James City County Marina Upgrades and Supporting Infrastructure Improvements



0 70 140 280 Feet

This drawing is neither a legally recorded map nor a survey and is not intended to be used as such. The information displayed is a compilation of records, information and data obtained from various sources and James City County is not responsible for its accuracy or how current it may be.
Copyright James City County GIS Office 1/19/2024M:\Departments\General_Services\BarryUCC_MarinaScope_of_Work\Scope_of_Work.aprx



**Conceptual Layout
Attachment 3**
Refer to Section 5.2
Preliminary Scope of Work
for more detail