

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 on 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.

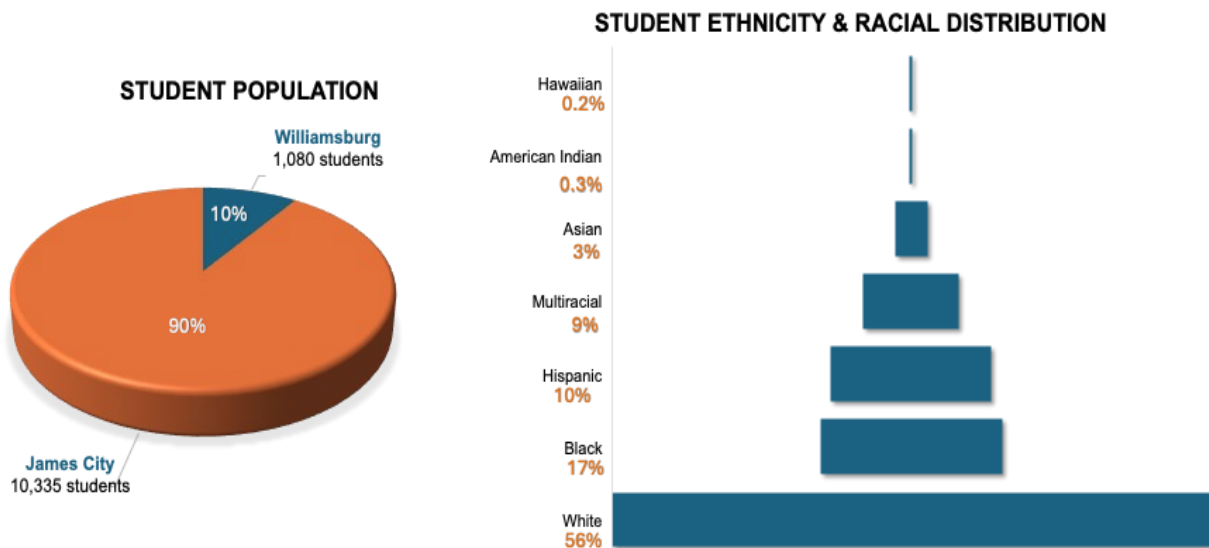
As PK students are moved into this new and dedicated PK space, this expanded classroom space will eliminate the need to construct a new elementary school to alleviate overcrowding in the County in the short-term future. The enrollment for Bright Beginnings would also potentially see additional open slots 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		SOL Test	JCC	
	State %	Federal %		State %	Federal %
Grade 3			Grade 6		
<i>Reading</i>	90.33%	71.41%	<i>Reading</i>	79.72%	72.46%
<i>Math</i>	94.10%	78.47%	<i>Math</i>	80.76%	72.54%
Grade 4			Grade 7		
<i>Reading</i>	88.94%	81.09%	<i>Reading</i>	84.48%	78.81%
<i>Math</i>	89.35%	81.09%	<i>Math</i>	80.36%	71.07%
Grade 5			Grade 8		
<i>Reading</i>	86.46%	77.64%	<i>Reading/Writing</i>	76.29%	79.22%
<i>Math</i>	80.36%	70.67%	<i>Math</i>	80.00%	69.10%
<i>Science</i>	73.17%	71.39%	<i>Science</i>	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.

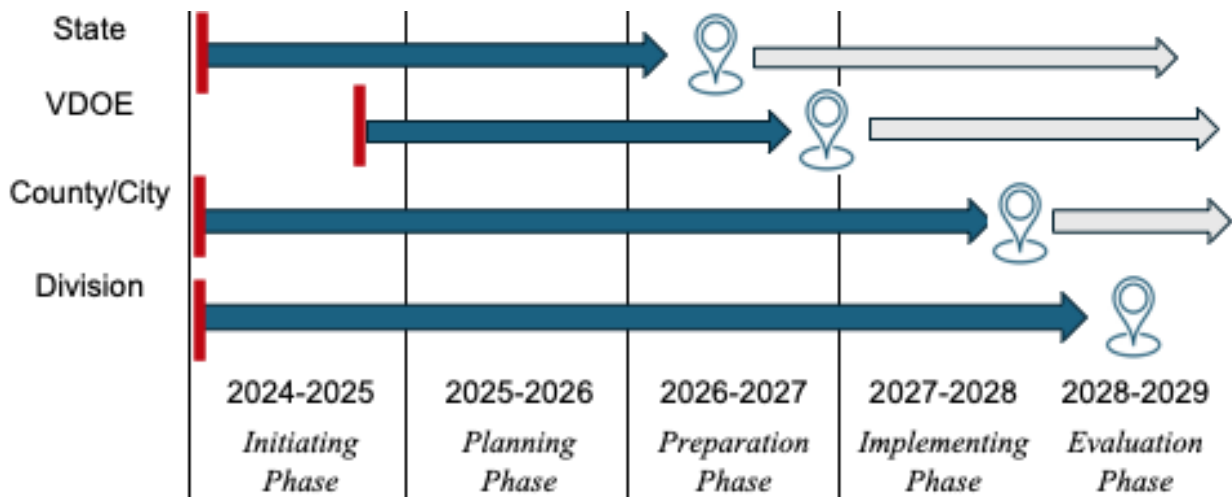
Rezoning plans would need to include VHSL classification and configuration in its criteria for redistricting. Additionally, VHSL eligibility rules confirm that students who are involuntarily transitioned because of redistricting will be fully able to participate in athletic and academic competitions 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

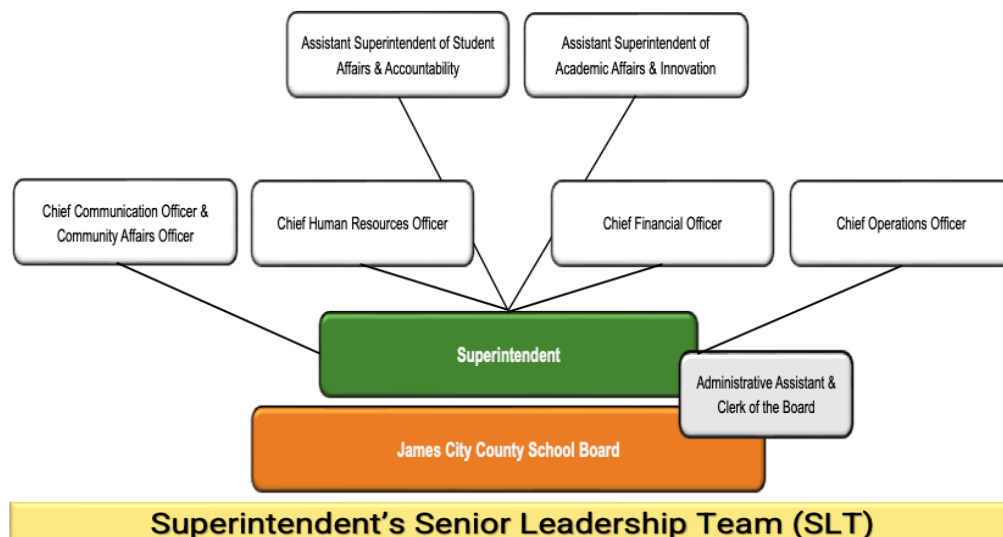
School leadership involves the administrative management of human, financial, and material resources to achieve the strategic goals and vision of the school district. District-level and school leaders fulfill their role as administrators by developing and implementing administrative processes, procedures, 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

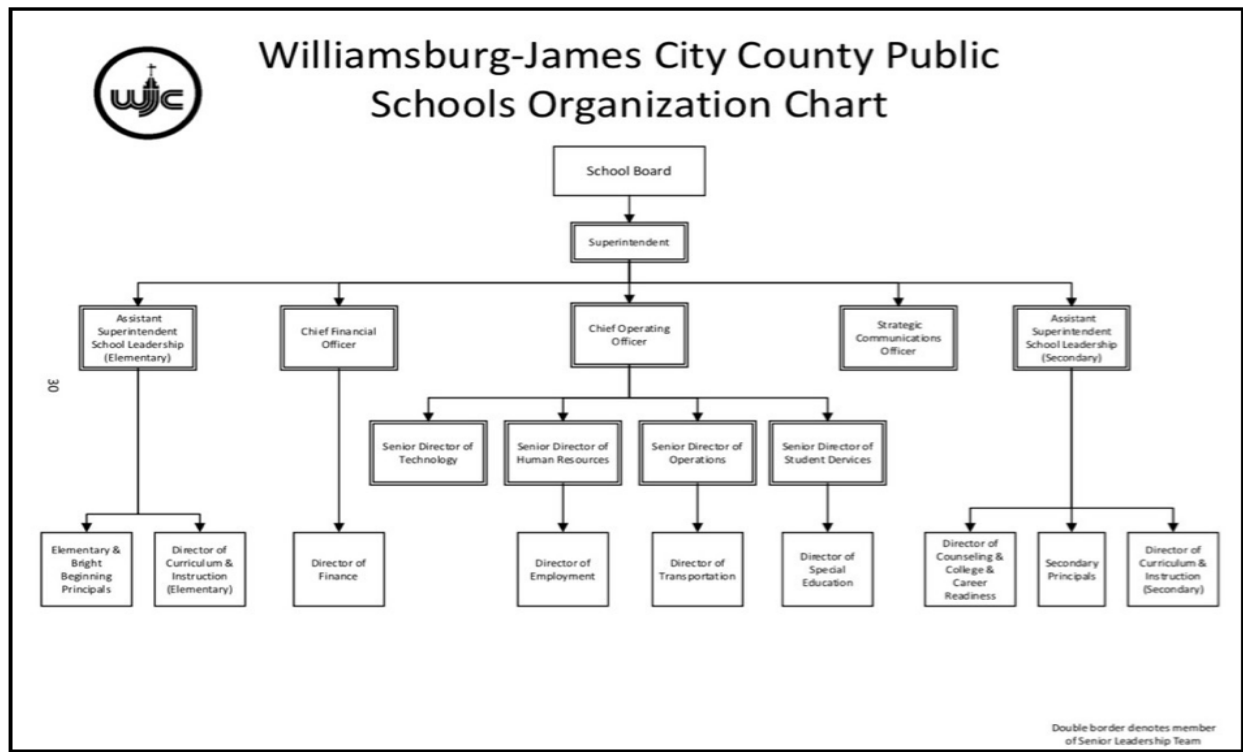
Fall Membership of Like Divisions

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

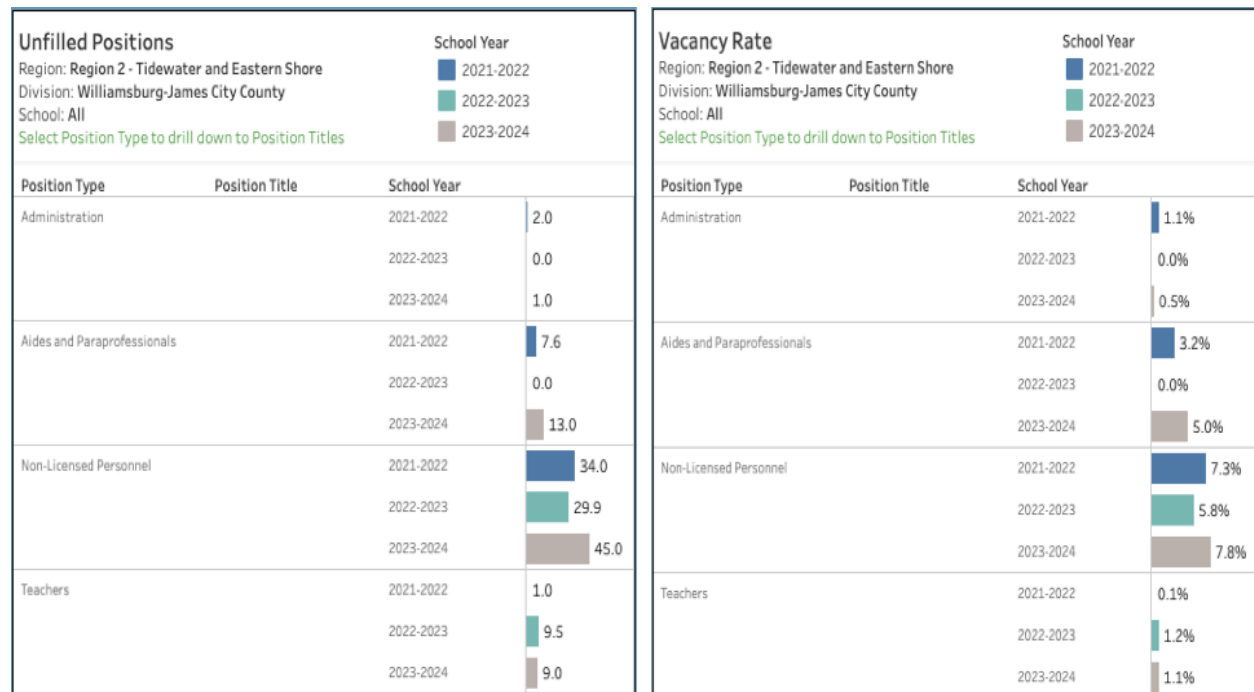
There is a national teacher shortage that has become increasingly challenging particularly in the aftermath of the pandemic. Many school districts are staffing their instructional positions with ‘associate’ instructors - individuals who hold an associate's degree but are not certified to teach. Other 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
	Enrollment		Art	Instrumental	PE/H	Tech						
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

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

	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

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	Remaining Capacity	Budget #s	Remaining Capacity	Budget #s	Remaining Capacity	2032-2033 projection					
		Enrollment		Enrollment		Enrollment		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.

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Appendix A

Student Performance Data

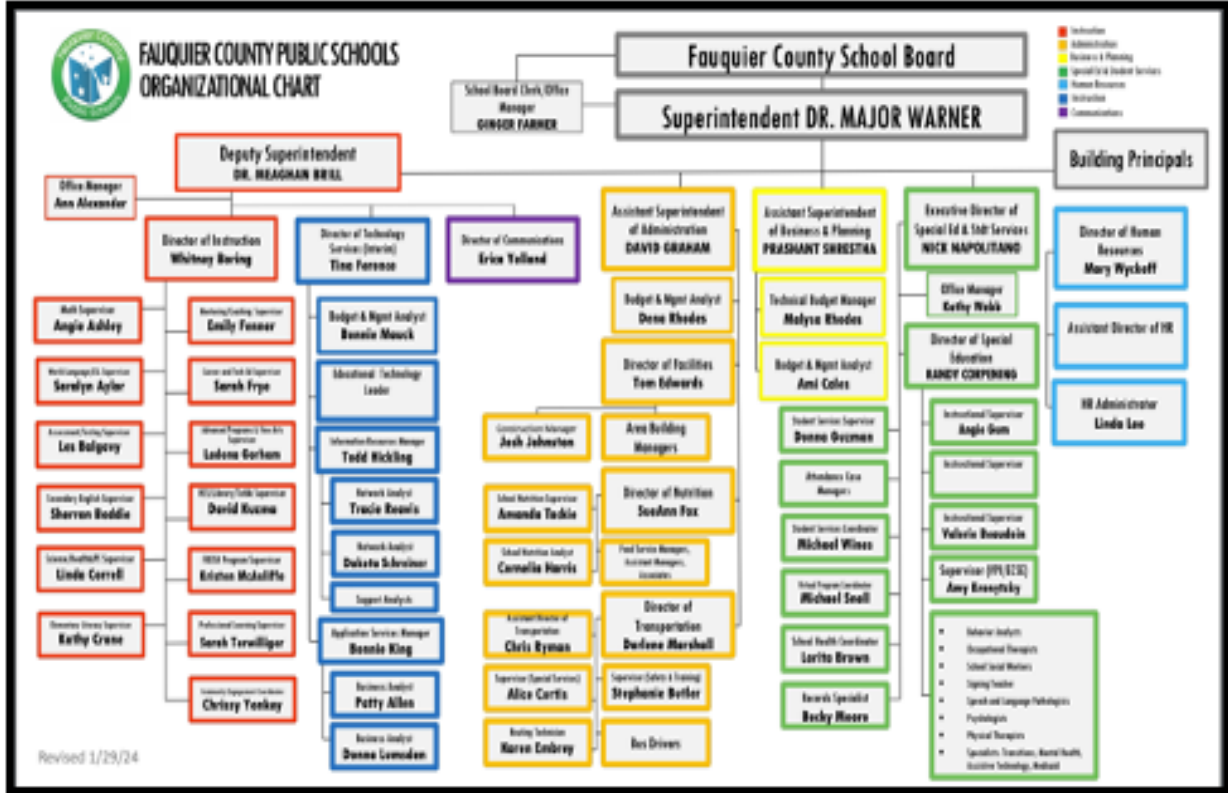
SOL Test	JCC		Asian		Black		Hispanic		Multiple Races		White		Economically Disadvantaged		English Learners		Students with Disabilities		
	State %	Federal %	State %	Federal %	State %	Federal %	State %	Federal %	State %	Federal %	State %	Federal %	State %	Federal %	State %	Federal %	State %	Federal %	
Grade 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																			
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																			
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																			
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

Appendix B

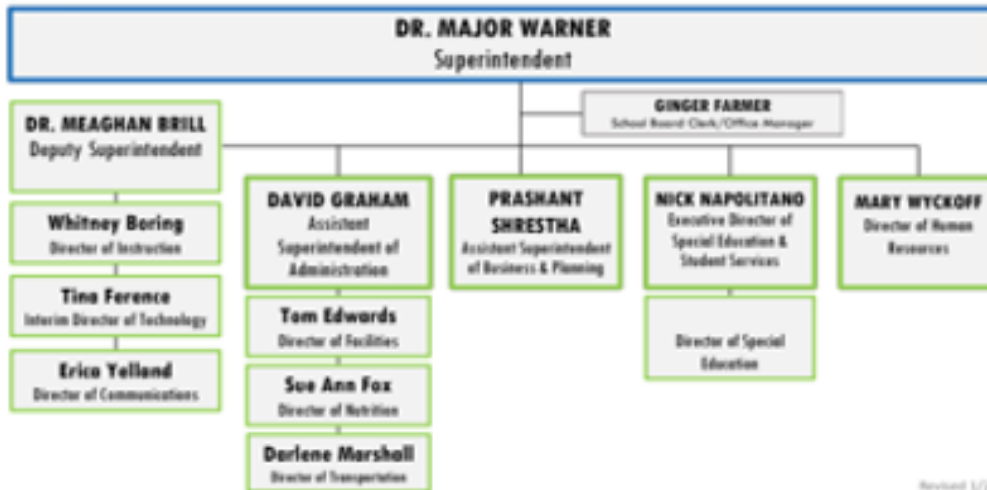
Organizational Chart of Comparable Divisions to WJCCPS

Fauquier County Public Schools



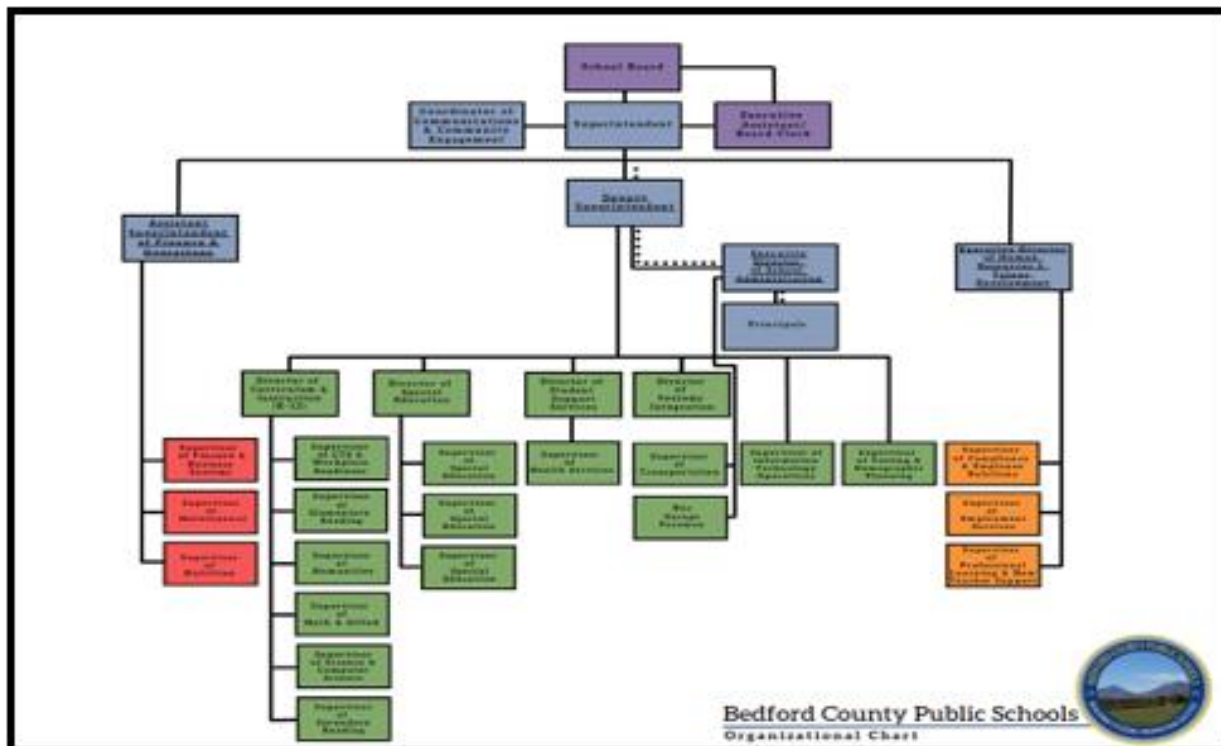


FAUQUIER COUNTY PUBLIC SCHOOLS SENIOR STAFF

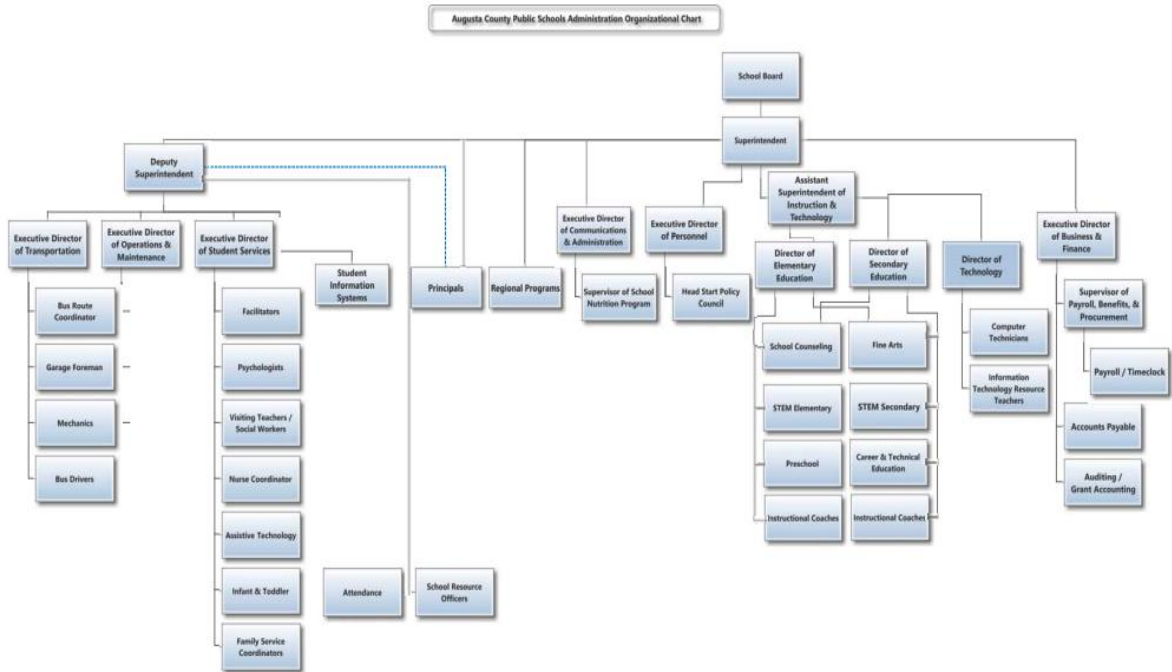


Revised 1/29/24

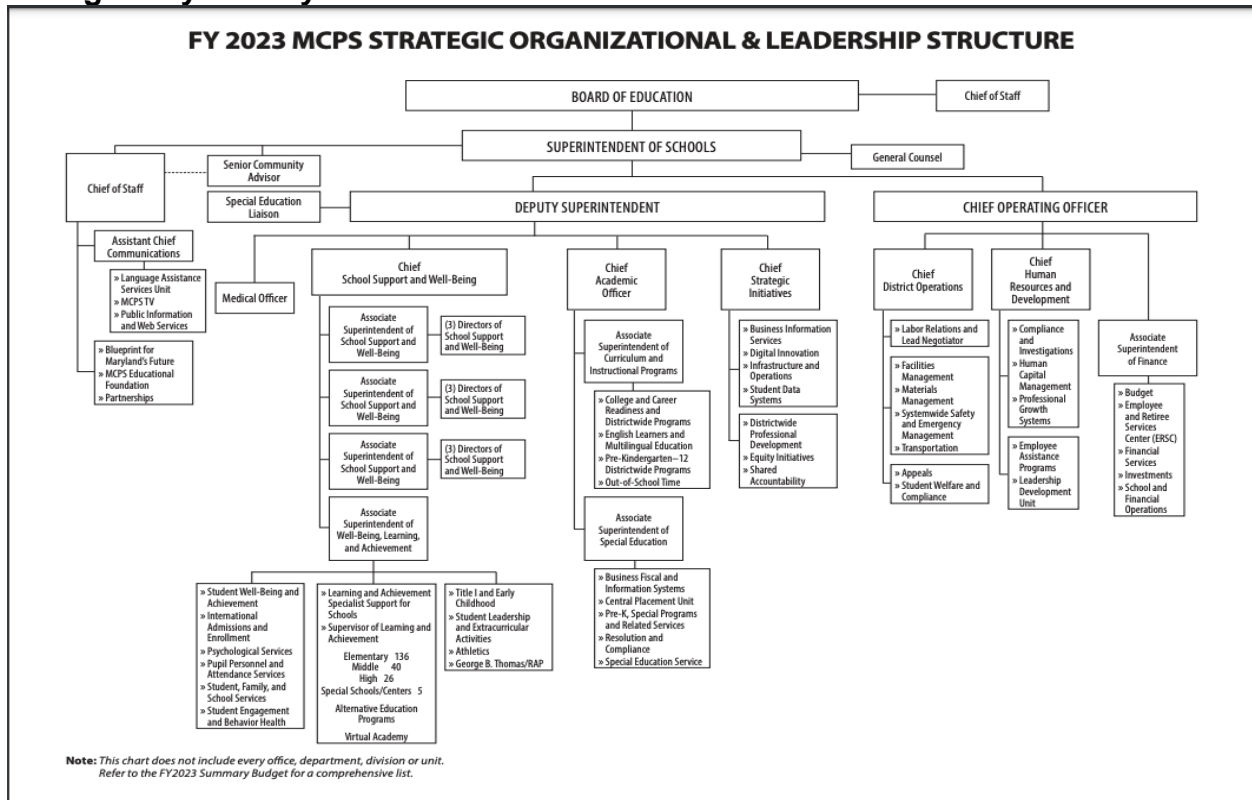
Bedford County Public Schools



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
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REQUIRED ARCHITECTURAL AND ENGINEERING (A+E) BASIC DESIGN SERVICES	Design Cost
Approximate A+E Design & Project Management fee based on Scope of Work for Construction Cost (A+E fee can be negotiated for scope)	\$6,926,161
<ul style="list-style-type: none"> ▪ 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.

- 2 -

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:

(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:

South L. Wilkinson
City Clerk

By: Fredrick W. Shelton
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:

Hubert 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: Valerie Page
Its Chairman

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

<u>Date Due</u>	<u>Basis</u>	<u>Amount Due</u>
	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: -		
<u>Item 5(b)</u>		
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-28(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

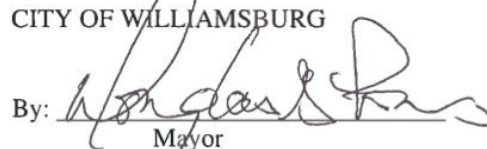

John J. McQueen
Chairman, Board of Supervisors

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