

**REPORT OF THE  
DEPARTMENT OF EDUCATION,  
DEPARTMENT OF PLANNING AND BUDGET, AND  
DEPARTMENT OF PERSONNEL AND TRAINING**

**VIRGINIA SCHOOLS FOR THE  
DEAF AND THE BLIND FACULTY  
SALARY RECOMMENDATIONS**

**TO THE GOVERNOR AND  
THE GENERAL ASSEMBLY OF VIRGINIA**



**SENATE DOCUMENT NO. 45**

**COMMONWEALTH OF VIRGINIA  
RICHMOND  
2000**





# COMMONWEALTH of VIRGINIA

DEPARTMENT OF EDUCATION

P.O. BOX 2120

RICHMOND 23218-2120

January 19, 2000

The Honorable James S. Gilmore, III  
Governor of Virginia, and  
The General Assembly of Virginia  
3<sup>rd</sup> Floor State Capitol Building  
Richmond, Virginia 23219

Dear Governor Gilmore and Members of the General Assembly:

I am pleased to transmit the attached document, *Virginia Schools for the Deaf and the Blind Faculty Salary Recommendations*, which was authorized by SJR 476 of the 1999 General Assembly.

The study reviewed salary scales of the school divisions located within close geographical proximity of the Schools for the Deaf and the Blind in Staunton and Hampton and explored related issues including the length of teaching employment contracts. The study was conducted by the Department of Education staff (including representatives from the Virginia Schools for the Deaf and the Blind), the Department of Planning and Budget, and the Department of Personnel and Training.

Sincerely,

A handwritten signature in cursive script that reads "Jo Lynne DeMary".

Jo Lynne DeMary

Acting Superintendent of Public Instruction

JLD/ADW/gjm

Enclosure



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## EXECUTIVE SUMMARY

Senate Joint Resolution 476 requests the Department of Education and the Department of Planning and Budget to examine the teacher salary scales for the Virginia Schools for the Deaf and the Blind. The Departments were to consider, among other things, salary scales for teachers in the Staunton and Hampton public schools. A study group of representatives from the Department of Education, including representatives from the Virginia Schools for the Deaf and Blind in Staunton and Hampton, the Department of Planning and Budget, and the Department of Personnel and Training, explored salary scale issues, including:

- Competitiveness of salary ranges with local school systems,
- Salary step advancements with each year of tenure,
- 190 versus 200 day teaching employment contracts,
- Salary inequities of senior tenured teachers versus newly hired teachers, and
- Contractual year salary versus salary tied to the state timeframe for annual raises.

The study group recommended that:

- VSDB-Staunton receive an across-the-board salary scale adjustment of 4% to allow all employees, even those at the top of the scale, to realize the full 4% increase;
- VSDB-Hampton's salary scale not be adjusted as a measure to allow localities to "realign" to VSDB-Hampton's current faculty salary scale; however, VSDB-Hampton faculty employees should be granted a one step salary scale advancement (2.5% = bachelors / 2.4% = masters) for the 1999-2000 school year; and
- VSDB's request for budgetary adjustments to reflect a 200-day faculty contract be approved to provide for additional staff development time related to the SOL and improved instructional techniques.

The study findings and recommendations were presented to the Advisory Commission on the Virginia Schools for the Deaf and Blind on September 27, 1999.





## **AUTHORITY AND SCOPE OF THE STUDY**

The Virginia Department of Education (DOE), including representatives from both Virginia Schools for the Deaf and the Blind (VSDB), and representatives from the Departments of Personnel and Training (DPT) and Planning and Budget (DPB) were requested by SJR 476 to research, evaluate, and make recommendations regarding concerns expressed with VSDB faculty salary issues. This group of individuals formed a research study group which has explored allegations of faculty salary inequities within the VSDB salary scales as compared to other local school systems within their geographical localities.

Code of Virginia (§22.1-349) requires that VSDB faculty salaries be “*competitive with those in effect for the school divisions in which the facility is located.*” Previously, DPT, and more recently, DOE, has conducted annual compensation studies to determine salary increases for both VSDB faculty employees. (See attachment A.) This year, VSDB-Hampton salary scales were compared to Hampton City Schools, York County Public Schools, Newport News City Schools, and Williamsburg-James City County Public Schools. VSDB-Staunton salary scales were compared to Augusta County Public Schools, Rockingham County Public Schools, Staunton City Public Schools, and Harrisonburg City Public Schools.

Several salary and compensation issues and concerns were examined to insure that salary inequities were not adversely affecting VSDB faculty employees. Those issues include:

- Competitiveness of salary ranges with local school systems,
- Salary step advancements with each year of tenure,
- 190 versus 200 day teaching employment contracts,
- Salary inequities of senior tenured teachers versus newly hired teachers, and
- Contractual year salary versus salary tied to the state timeframe for annual raises.

## **COMPETITIVENESS OF SALARY RANGES WITH LOCAL SCHOOL DIVISIONS**

Each VSDB salary structure was compared to four local school divisions within their geographical proximity. (See attachments C and H.) In each case, VSDB and the local education agency (LEA) salary scale structures differed according to beginning and ending salaries, salary scale steps, the number of hours worked per day, and other extraordinary options such as longevity pay and supplements, additional compensation for hours beyond bachelor and master level degrees, and starting pay policies which place a new employee on a pay step within the respective salary structure.

Previous compensation studies did not take into account the number of individual contractual days, but only considered the annual income salary. It was discovered that VSDB and LEA salaries could not be equally compared based solely on annual contract salary amounts. Due to differing contractual days between the salary scales studied, a "per diem" or daily rate of pay needs to be used for comparing compensation scales. (See attachments D and I.) Based on this analysis, it was apparent the VSDB-Staunton trailed LEA pay scales by approximately 4%. The 1998-1999 VSDB-Hampton pay structure remained in-line, and in some cases, ahead of comparable LEAs.

**Recommendation:** It is recommended that VSDB-Staunton receive an across-the-board salary scale adjustment of 4%. All faculty employees would remain at their current salary scale pay step, which would be increased by 4% on the 1999-2000 pay scale. Implementing a 4% salary scale adjustment allows all employees, even those at the top of the scale, to realize the full 4% increase.

It is also recommended that VSDB-Hampton's salary scale not be adjusted as a measure to allow localities to "realign" to VSDB-Hampton's current faculty salary scale. VSDB-Hampton faculty employees should be granted a one step salary scale advancement (2.5% = bachelors / 2.4% = masters) for the 1999-2000 school year.

## **SALARY STEP ADVANCEMENTS WITH EACH YEAR OF TENURE**

Two LEAs (York County Public Schools and Williamsburg-James City County Public Schools) do not equate years of teaching experience to salary structure pay steps. These schools consider length of teaching experience along with other variables when negotiating salary much like the Commonwealth's DPT Starting Pay Policy #3.05-III-E. Both VSDB's have used the State's Starting Pay Policy to negotiate previous employment and salary offers. All other school divisions researched equate years of teaching experience directly to a LEA's salary structure pay step.

VSDB faculty positions are covered by the Virginia Personnel Act, which outlines DPT's Starting Pay Policy #3.05. The Commonwealth's Starting Pay Policy allows management the flexibility to negotiate with highly competitive individuals when extending employment offers. Without this flexibility, highly experienced and qualified candidates may be lost to other employers. A 1998-1999 salary comparison of VSDB faculty employees to LEA salary structures reveals that either a salary scale adjustment or a one step salary scale advancement would competitively close the gap in VSDB faculty employee salary inequities. (See attachments B and G.)

## **190 VERSUS 200 DAY TEACHING EMPLOYMENT CONTRACT**

DOE and VSDB management previously explored the option to extend teacher contracts from 190 days to 200 days. Currently, only one LEA (Newport News City Public Schools = 193 days) operates with less than a 200 day contract. An additional

10 days, which would equal a 200 day contract, is needed to prepare VSDB faculty for SOL initiatives, additional staff development and training, and for addressing student and campus functions throughout the school year.

DOE plans to implement a VSDB 200-day faculty contract at the beginning of the 2000-2001 school year. Salary rates should be adjusted to increase faculty annual contract salaries to the appropriate amount in order to align annual faculty salaries with annual salaries of LEA's within their geographical area.

**Recommendation:** It is recommended that each VSDB receive budgetary adjustments to reflect a 200-day faculty contract. This would ensure that faculty employees receive per diem salary increases for each additional contract day based on availability of funds. Without this increase, the agency would not be able to implement 200-day contracts needed for extra staff development related to important issues such as the SOL's and improved instructional techniques.

## **SALARY INEQUITIES OF SENIOR TENURED TEACHERS VERSUS NEWLY HIRED TEACHERS**

VSDB-Staunton is the only VSDB with faculty employees at the top of their respective pay scale. Faculty at the top of the salary pay scale often "cap-out" in salary unless the salary structure is adjusted or a cost-of-living adjustment (COLA) is applied to individuals' salaries. These types of salary increases often do not allow the faculty employee to advance in the salary scale steps. This practice is also evident in other state classified employees' salaries throughout the Commonwealth. The Commonwealth's Starting Pay Policy #3.05 allows management to negotiate an employee's hiring salary within the beginning and ending pay range steps. Several factors are always considered when making salary offers above the beginning salary step such as previous salary history, length and type of job related experience, education and certifications, internal equity of other employees with comparable backgrounds, competitive salary offers for other employers. This practice may sometimes misalign some more tenured employees' salaries with less tenured employees' salaries. This is also evident with other full-time classified employees and is a system problem. It is hoped that the legislative task force studying statewide compensation issues is addressing this systemic problem.

No change is recommended in VSDB's faculty employment negotiation practices with newly hired employees and hiring should continue according to the Commonwealth's Starting Pay Policy #3.05. This practice supports Code of Virginia 221-349 and the Virginia Personnel Act 2.1-110.

## **CONTRACTUAL YEAR SALARY VS FISCAL YEAR SALARY**

LEA contract salary increases or adjustments are effective at the beginning of each school year. VSDB salary adjustments are effective on November 25<sup>th</sup> of each year like all other state government employees. There is no loss in income which is pro-rated over a fiscal / 12 month (24 pay periods) year although LEA salaries begin an average of 3 months earlier than VSDB salaries.

Currently, state compensation guidelines prohibit altering the annual November 25<sup>th</sup> salary adjustment date. The approximate three month delay in teacher contract salary increases will always place VSDB faculty employees in a "lag-pay" situation. As stated earlier, it is hoped that this systemic system problem will be addressed by a task force working on statewide compensation issues.

**ATTACHMENT A**  
**SALARY SCALE or PAY STRUCTURE ADJUSTMENTS**  
**Faculty -VS- Classified**

A

Fiscal Year	VSDB Faculty Employees	Classified State Employees
1985	10% salary structure adjustment; remain at current pay scale step.	6.0% (Salary Structure Adjustment) + 4.56% IPP
1986	7.2% salary structure adjustment; +1 step increase; total = 10.2%.	4.57% (Salary Structure Adjustment) + 4.56% IPP
1987	7.0% salary structure adjustment; +1 step increase; total = 9.5%.	4.56% (Salary Structure Adjustment) + 4.56% IPP
1988	4.8% salary structure adjustment; remain at salary step.	3.50% (Salary Structure Adjustment) + 4.56% IPP
1989	7.3% salary structure adjustment; remain at current pay scale step.	3.25% (Salary Structure Adjustment) + 4.56% IPP
09-1990	5% salary structure adjustment; remain at current pay scale step.	(07-90) 3% (Salary Structure Adjustment; 20 Step Pay Plan, Proficiency Increases Stopped)
12-1990	<2%> <i>proposed salary increase retracted due to budgetary restraints.</i>	<2%> <i>proposed salary increase retracted due to budgetary restraints.</i>
1991	<i>Salaries frozen; no salary increases or adjustments.</i>	<i>Salaries frozen; no salary increases or adjustments.</i>
1992	2% salary structure adjustment; remain at current pay scale step.	2% (Salary Structure Adjustment; Increase moved from 07-01 to 12-01)
1993	3% salary structure adjustment for both schools; VSDB-Hampton received an additional 4-step geographical pay differential.	2% (Salary Structure Adjustment) + 2.25% → 6.9% IPP
1994	1 salary scale step increase for both schools; VSDB-Hampton had their current salary transferred to the newly adjusted salary scale step (e.g.: old step 3 = \$26,594.07 translated to new step 1 = \$26,594.07) then salary increased 1 step (new scale step 2 = \$27,258.93).	2.25% (Salary Structure Adjustment)
1995	1 salary scale step increase; no increase for faculty at top of salary scale; later revised by DPT (12-07-95) to expand faculty scales at VSDB-Staunton to include a new, additional step 19 (previously 18 step scale); no change for VSDB-Hampton.	2.25% → 6.9% IPP (Salary Scale Adjusted 2.25%)
1996	1.73% salary scale adjustment, plus a one step salary scale increase (2.4% Masters / 2.5% Bachelors). Salary scales for both schools were increased by one step (Hampton - to step 19; Staunton - to step 20). Total increases were equivalent to classified employees increases; however, payroll schedule alterations (adjusted 1 pay period over 8-month cycle) resulted in no calendar year salary increases for 1997.	2.05% + (Salary Structure Adjustment) +1 Step) 2.25% = 4.35%
1997	1 salary scale step increase.	4% (Salary Structure Adjustment) Lag Pay Adopted
11-25-1998	Salary scale adjusted one step (example: old step 2 moved to new step 1); increased beginning and expanded top of salary scale for enhancing recruiting; teachers also given a one step salary increase (2.5% or 2.4% depending on degree scale)	1 step (2.25%) or 2 step (4.5%) increase based on performance; employees at top of scale were awarded a one time 2.25% bonus payment; salary scale steps adjusted back 1 step (example: current salary at step 10 remains the same at the new step 9) which increased the top of salary range by 2.25%.
11-25-1999		4% salary scale adjustment + 1 step (2.25%) IPP for "MEETS" or above.

**REFERENCES:** Code of Virginia §22.1-349;  
12-02-94 DPT memo: 2.5% step difference on bachelors' scale, 2.4% step difference on masters' scale.



**ATTACHMENT B**  
**VSDB-HAMPTON FACULTY SALARY ANALYSIS – SY: 1998 →1999**  
**Salary Comparison Based on Geographical Local School Divisions**

EMPLOYEE	TOTAL YEARS of VSDB (+OTHER TEACHING EXPERIENCE)	VSDB - HAMPTON		HAMPTON CITY		YORK COUNTY		NEWPORT NEWS		WILLIAMSBURG – JAMES CITY	
		ANNUAL	PER DIEM	ANNUAL	PER DIEM	ANNUAL	PER DIEM	ANNUAL	PER DIEM	ANNUAL	PER DIEM
<b>MASTERS SCALE</b>		<b>190 day contract 7 hr/day</b>		<b>200 day 7:10 hr/day</b>		<b>200 day 7:15 hr/day</b>		<b>193 day contract 7 hr/day</b>		<b>203 day contract 7 hr/day</b>	
M-1	25.5	39,453.84	207.66	39,250	196.25	41,627	208.14	42,177	218.53	46,789 *	230.49
M-2	21.5	41,370.55	217.74	36,550	182.75	38,759	193.80	38,667	200.35	44,146 *	217.46
M-3	19.5	40,575.01	(184.43)	35,550	177.75	37,189	185.95	37,082	192.13	41,504	204.45
M-4	10.5	34,220.75	180.11	32,800	164.00	31,671	158.09	32,390	167.82	34,798	171.42
M-5	1	29,681.77	156.22	28,157	140.79	27,734	138.67	28,626	148.32	27,741	136.66
M-6	1	29,681.77	156.22	28,157	140.79	27,734	138.67	28,626	148.32	27,741	136.66
M-7	1 (13)	38,529.14	202.79	29,350/34,850	146.75/173.25	27,734/33,099	138.67/165.50	28,126/34,378	145.73/178.12	27,741/38,486	136.66/189.59
M-8	1 (21)	44,421.07	233.80	29,350/37,740	146.75/188.70	27,734/39,472	138.67/197.36	28,126/42,177	145.73/205.87	27,741/44,146	136.66/217.47
8											
<b>BACHELORS SCALE</b>											
B-1	30	40,162.04	211.38	43,750 *	218.75	35,006	175.03	42,890	222.23	38,426 *	189.29
B-2	29.5	39,182.48	206.23	42,750	213.75	35,006	175.03	42,255	218.94	38,426 *	189.29
B-3	29	39,182.48	206.23	42,750	213.75	35,006	175.03	42,255	218.94	38,426 *	189.29
B-4	19.5	31,374.52	165.13	33,750	168.75	34,553	172.77	34,560	179.07	33,141	165.71
B-5	18.5	35,497.39	186.83	33,750	168.75	33,797	168.99	33,887	175.58	33,141	165.71
B-6	17.5	40,162.04	211.38	33,750	168.75	33,041	165.21	33,380	172.95	33,141	165.71
B-7	15.5	29,862.72	157.18	32,850	164.25	31,697	158.49	32,561	168.71	33,141	165.71
B-8	15.5	29,862.72	157.18	32,850	164.25	31,697	158.49	32,561	168.71	33,141	165.71
B-9	14	29,862.72	157.18	32,850	164.25	31,290	156.45	32,160	166.63	33,141	165.71
B-10	10.5	29,134.36	153.34	31,000	155.00	29,899	149.50	30,905	160.13	33,141	165.71
B-11	10.5	29,862.72	157.18	31,000	155.00	29,899	149.50	30,905	160.13	33,141	165.71
B-12	9.5	29,862.72	157.18	30,350	151.75	29,606	148.03	30,599	158.54	32,317	161.59
B-13	2.5 (15)	42,195.24	222.08	27,700/33,750	138.50/168.75	27,030/33,041	135.15/165.21	28,282/33,308	146.54/172.95	27,094/33,141	133.47/165.71
B-14	1.5 (2)	29,134.36	153.34	27,550/27,900	137.75/139.50	26,530/27,825	132.65/139.13	27,870/28,407	144.40/147.19	26,420/27,785	132.10/136.87
B-15	1	27,730.51	145.95	27,550	137.75	26,530	132.65	27,870	144.40	26,420	132.10
B-16	1 (15)	34,220.75	180.11	27,550/32,850	137.75/164.25	26,530/32,299	132.65/161.50	27,870/32,988	144.40/170.82	26,420/33,141	130.15/165.71
B-17	.5	37,294.45	196.29	27,300	136.50	26,214	131.07	27,383	141.88	26,420	132.10
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\* Longevity Stipend or Supplement

NOTE: York County and Williamsburg-James City County Public Schools possess the following salary scale disclaimer; "Placement on the salary schedule /step does not necessarily relate to years of teaching experience."

Hampton City and Newport News school systems place teachers on their salary scale according to total years of teaching experience.

VSDB Faculty salary scale is effective 11/25/99; local school division salaries are effective at the beginning of the school contract year.

## ATTACHMENT C

### 1998 → 1999 SALARY SCALE STEP COMPARISON

SALARY SCALE STEP -VS- YEARS EXP	VSDB-HAMPTON 190 day contract / 7 hr day		HAMPTON CITY 200 day contract / 7.10 hr day		YORK COUNTY 200 day contract / 7.15 hr day		NEWPORT NEWS 193 day contract / 7 hr day		WILLIAMSBURG-JAMES CITY 203 day contract / 7 hr day	
	Bachelor 190	Master 190	Bachelor	Master (+1,800)	Bachelor	Master	Bachelor (*Probationary)	Master (*Probationary)	Bachelor	Master
0	↑	↑	27,300	29,100	26,214	27,734	27,383 *	28,126 *	↑	↑
1	27,730.51	29,681.77	27,550	29,350	26,530	28,244	27,870 *	28,626 *	26,420	27,741
2	28,423.77	30,394.13	27,700	29,500	27,030	28,560	28,282 *	29,048 *	27,094	28,449
3	29,134.36	31,123.59	27,900	29,700	27,825	29,285	28,407	29,400	27,785	29,175
4	29,862.72	31,870.55	28,200	30,000	28,605	29,784	28,912	29,923	28,494	29,919
5	30,609.29	32,635.45	28,700	30,500	28,737	30,030	29,340	30,365	29,220	30,681
6	31,374.52	33,418.70	29,200	31,000	28,871	30,447	29,299	30,744	29,965	31,463
7	32,158.89	34,220.75	29,800	31,400	29,070	30,615	29,996	31,129	30,730	32,266
8	32,962.86	35,042.05	↓	↓	29,274	30,913	30,295	31,518	31,514	33,089
9	33,786.93	35,883.05	30,350	32,150	29,608	31,340	30,699	31,912	32,317	33,933
10	34,631.60	36,744.25	31,000	32,800	29,899	31,671	30,905	23,390	33,141	34,798
11	35,497.39	37,626.11	31,800	33,600	30,193	32,079	31,214	32,877		35,685
12	36,384.82	38,529.14	32,400	34,200	30,487	32,283	31,526	33,370		36,596
13	37,294.45	39,453.84	32,850	34,650	30,883	32,640	31,841	33,871		37,529
14	38,226.81	40,400.73	32,850	34,650	31,290	33,099	32,160	34,378		38,486
15	39,182.48	41,370.35	↓	↓	31,697	33,783	32,581	34,894		39,467
16	40,162.04	42,363.23	↓	↓	32,299	34,548	32,968	35,418		40,473
17	41,166.09	43,379.95	33,750	35,550	33,041	35,385	33,380	35,949		41,504
18	42,195.24	44,421.07	↓	↓	33,797	36,196	33,887	36,488		
19	43,250.13	45,487.18	↓	↓	34,553	37,189	34,580	37,082		
20			34,750	36,550	35,008	38,003	35,288	37,799		
21			↓	↓	↓	38,759	36,008	38,667		
22			35,800	37,400	↓	39,472	36,962	39,732		
23			↓	↓	↓	40,248	37,763	40,604		
24			36,800	38,400	↓	40,831	38,612	41,413		
25			37,450	39,250	↓	41,627	39,308	42,177		
26			↓	↓	↓	42,608	40,130	43,009		
27			39,500	41,300	↓	43,246	40,632	43,633		
28			42,750	44,550	↓	44,797	41,410	44,486		
29					↓	↓	42,255	45,537		
30					↓	45,744	42,890	46,220		
31							43,651	46,952		
OTHER							\$655 + longevity supplement	\$704 + longevity supplement	20 → 24 Years + \$2,642 ≥ 25 Years + \$5,285	20 → 24 Years + \$2,642 ≥ 25 Years + \$5,285

NOTE: York County and Williamsburg-James City County Public Schools possess the following salary scale disclaimer; "Placement on the salary schedule /step does not necessarily relate to years of teaching experience."



## ATTACHMENT D 1998 → 1999 SALARY SCALE

School System	BACHELORS SCALE		MASTERS SCALE	
	(CONTRACT DAYS)	PER DIEM	(CONTRACT DAYS)	PER DIEM
Hampton City ≥30 Years + \$1,000 [\$5.00 per day]	27,300 → 42,750 (200)	136.50 → 213.75	29,100 → 44,550 (200)	145.50 → 222.75 [150.50 → 227.75]
York County	26,214 → 35,006 (200)	131.07 → 175.03	27,734 → 45,744 (200)	138.67 → 228.72
Newport News	27,383 → 43,651 (193)	141.88 → 226.17	28,126 → 46,952 (193)	145.73 → 243.27
Williamsburg-James City 20→24 Years + \$2,642 [\$13.01 per day] ≥25 Years + \$5,285 [\$26.03 per day]	26,420 → 33,141 (203)	130.15 → 163.26 [143.36 → 176.47] [156.57 → 189.68]	27,741 → 41,504 (203)	136.66 → 204.45 [149.87 → 217.67] [163.08 → 230.88]
<b>VSDB – HAMPTON</b> (190 Day Contract)	<b>27,730.51</b> ↓ <b>43,250.13</b>	<b>145.95</b> ↓ <b>227.63</b>	<b>29,681.77</b> ↓ <b>45,487.18</b>	<b>156.22</b> ↓ <b>239.41</b>

## 1999 → 2000 SALARY SCALE

School System	BACHELORS SCALE		MASTERS SCALE	
	(CONTRACT DAYS)	PER DIEM	(CONTRACT DAYS)	PER DIEM
Hampton City ≥30 Years + \$1,000 [\$5.00 per day]	27,700 → 43,305 (200)	138.50 → 216.53	29,500 → 45,150 (200)	147.50 → 225.75 [152.50 → 230.75]
York County	27,027 → 35,907 (200)	135.14 → 179.54	28,562 → 46,752 (200)	142.81 → 233.76
Newport News	28,000 → 44,606 (193)	145.07 → 231.12	29,200 → 48,069 (193)	151.30 → 249.06
Williamsburg-James City 20→24 Years + \$2,682 [\$13.21 per day] ≥25 Years + \$5,364 [\$26.42 per day]	26,816 → 33,972 (203)	132.10 → 167.35 [145.31 → 180.56] [158.52 → 193.77]	28,157 → 42,759 (203)	138.70 → 210.64 [151.91 → 223.85] [165.12 → 237.06]
<b>VSDB – HAMPTON</b> (190 Day Contract)	<b>27,730.51</b> ↓ <b>43,250.13</b>	<b>145.95</b> ↓ <b>227.63</b>	<b>29,681.77</b> ↓ <b>45,487.18</b>	<b>156.22</b> ↓ <b>239.41</b>

## ATTACHMENT E VSDB-HAMPTON

NOVEMBER 25, 1999

Effective 11-25-99, the 1999-2000 VSDB-H faculty salary scale will remain the same as the 1999-1998 salary scale without any structure adjustments. Faculty employees will advance one salary step in their respective degree scale. As economic conditions change, the geographical 4 step salary differential implemented in 1993 may be altered or removed in order to reflect salaries representative of the changes in teacher salaries within the Tidewater region.

### 1999-2000 FACULTY SALARY SCALE

PAY STEP PRIOR TO DIFFERENTIAL	GEOGRAPHICAL PAY DIFFERENTIAL STEP	BACHELORS SCALE 2.5% STEP DIFFERENTIAL		MASTERS SCALE 2.4% STEP DIFFERENTIAL	
1		25,122.47	145.95	26,995.44	156.22
2		25,715.59	149.60	27,643.05	159.97
3		26,308.71	153.34	28,290.66	163.81
4		26,901.83	157.17	28,938.27	167.74
Maximum salary prior to "geographic differential".	1	27,730.51	145.95	29,681.77	156.22
	2	28,423.77	149.60	30,394.13	159.97
	3	29,134.36	153.34	31,123.59	163.81
	4	29,862.72	157.17	31,870.55	167.74
	5	30,609.29	161.10	32,635.45	171.77
	6	31,374.52	165.13	33,418.70	175.89
	7	32,158.89	169.26	34,220.75	180.11
	8	32,962.86	173.49	35,042.05	184.43
	9	33,786.93	177.83	35,883.05	188.86
	10	34,631.60	182.27	36,744.25	193.39
	11	35,497.39	186.83	37,626.11	198.03
	12	36,384.82	191.50	38,529.14	202.78
	13	37,294.45	196.05	39,453.84	207.65
	14	38,226.81	201.19	40,400.73	212.64
	15	39,182.48	206.22	41,370.35	217.74
	16	40,162.04	211.38	42,363.23	222.96
	17	41,166.09	216.66	43,379.95	228.32
	18	42,195.24	222.08	44,421.07	223.27
	*19	43,250.13	227.63	45,487.18	239.41

\* Step 19 added to faculty salary scale per DPT, 10-07-96.

## ATTACHMENT F

### 1999 → 2000 SALARY SCALE STEP COMPARISON

SALARY SCALE STEP -VS- YEARS EXP	VSDB-HAMPTON 190 -VS- 200 day contract 7 hr/day				HAMPTON CITY 200 day contract 7.10 hr/day		YORK COUNTY 200 day contract 7.15 hr/day		NEWPORT NEWS 193 day contract 7 hr/day		WILLIAMSBURG-JAMES CITY 203 day contract 7 hr/day		
	Bachelor 190 day	Bachelor 200 day	Master 190 day	Master 200 day	Bachelor	Master [+1,800]	Bachelor	Master	Bachelor	Master	Bachelor	Master	
0	↑	↑	↑	↑	↑	↑	27,027	28,562	28,000	29,200	28,816	28,157	
1	27,730.51	29,190.01	29,681.77	31,243.97	27,700	29,500	27,346	29,077	28,478	29,687	27,500	28,875	
2	28,423.77	29,918.77	30,394.13	31,993.83	28,050	29,850	27,661	29,396	28,985	30,185	28,201	29,611	
3	29,134.36	30,667.76	31,123.59	32,761.69	28,350	30,150	28,654	30,128	29,413	30,613	28,920	30,366	
4	29,862.72	31,434.42	31,870.55	33,547.95	28,650	30,450	29,442	30,632	29,775	30,976	29,657	31,140	
5	30,609.29	32,220.29	32,635.45	34,353.15	28,950	30,750	29,678	30,881	30,068	31,268	30,413	31,934	
6	31,374.52	33,025.82	33,418.70	35,177.60	29,250	31,050	29,740	31,302	30,514	31,714	31,189	32,748	
7	32,158.89	33,861.49	34,220.75	36,021.85	29,700	31,500	29,911	31,472	30,887	32,087	31,984	33,583	
8	32,962.86	34,697.76	35,042.05	36,886.35	30,250	32,050	30,117	31,773	31,196	32,396	32,800	34,440	
9	33,786.83	35,564.30	35,883.05	37,771.65	30,800	32,600	30,458	32,204	31,507	32,779	33,636	35,318	
10	34,631.60	36,454.90	36,744.25	38,678.15	31,400	33,200	30,748	32,538	31,823	33,188	33,972	36,219	
11	35,497.39	37,365.69	37,626.11	39,606.41	32,100	33,900	31,045	32,950	32,141	33,686		37,143	
12	36,384.82	38,298.82	38,529.14	40,556.94	32,850	34,650	31,342	33,156	32,463	34,192		38,090	
13	37,294.45	39,254.95	39,453.84	41,530.34	33,800	35,400	31,742	33,517	32,787	34,705		39,061	
14	38,226.81	40,238.71	40,400.73	42,527.13	34,850	36,150	32,153	33,980	33,116	35,226		40,058	
15	39,182.48	41,244.68	41,370.35	43,547.75	35,150	36,950	32,564	34,671	33,446	35,753		41,079	
16	40,162.04	42,275.84	42,363.23	44,592.83	36,050	37,850	33,172	35,444	33,868	36,290		42,127	
17	41,166.09	43,332.69	43,379.95	45,663.15	37,000	38,800	33,822	36,289	34,287	36,835		42,759	
18	42,195.24	44,416.04	44,421.07	46,653.77	37,900	39,700	34,685	37,108	34,716	37,387			
19	43,250.13	45,526.43	45,487.18	47,681.28	40,200	42,000	35,449	38,111	35,242	37,948			
20					43,350	45,150	35,907	38,934	35,942	38,565			
21								39,697	36,700	39,311			
22								40,417	37,448	40,214			
23								41,201	38,240	41,321			
24								41,790	39,263	42,228			
25								42,594	40,158	43,070			
26								43,585	40,880	43,864			
27								44,229	41,735	44,729			
28								45,795	42,267	45,378			
29								↓	43,068	46,265			
30									46,752	47,358			
31										48,069			
OTHER										\$669 + longevity supplement	\$721 + longevity supplement	20→24 Years + \$2,682 ≥ 25 Years + \$5,364	20→24 Years + \$2,682 ≥ 25 Years + \$5,364

NOTE: York County and Williamsburg-James City County Public Schools possess the following salary scale disclaimer; "Placement on the salary schedule /step does not necessarily relate to years of teaching experience."

**ATTACHMENT G**  
**VSDB-STAUNTON FACULTY SALARY ANALYSIS – SY: 1998 →1999**  
**Salary Comparison Based on Geographical Local School Divisions**

EMPLOYEE	TOTAL YEARS of VSDB (+ OTHER TEACHING EXP)	VSDB – STAUNTON		AUGUSTA COUNTY		ROCKINGHAM COUNTY		STAUNTON CITY		HARRISONBURG CITY	
		ANNUAL	PER DIEM	ANNUAL	PER DIEM	ANNUAL	PER DIEM	ANNUAL	PER DIEM	ANNUAL	PER DIEM
<b>MASTERS SCALE</b>		190 day contract 17 hr/day		200 day contract 7.30/hr day		200 day contract 7 hr/day		200 day contract 7.30/hr day		200 day contract 7 hr/day	
M-1	36	40,400.73	212.64	43,304	216.52	43,410	217.05	39,564	197.82	46,326	231.63
M-2	31	40,400.73	212.64	43,304	216.52	43,410	217.05	39,564	197.82	46,326	231.63
M-3	30	40,400.73	212.64	43,304	216.52	43,410	217.05	39,564	197.82	45,604	228.02
M-4	30	40,400.73	212.64	43,304	216.52	43,410	217.05	39,564	197.82	45,604	228.02
M-5	30	40,400.73	212.64	43,304	216.52	43,410	217.05	39,564	197.82	45,604	228.02
M-6	30	40,400.73	212.64	43,304	216.52	43,410	217.05	39,564	197.82	45,604	228.02
M-7	28	40,400.73	212.64	41,523	207.62	40,940	204.70	39,564	197.82	42,510	212.55
M-8	28	40,400.73	212.64	41,523	207.62	40,940	204.70	39,564	197.82	42,510	212.55
M-9	24	36,744.25	193.39	39,498	197.49	38,960	194.80	38,052	190.26	41,238	206.19
M-10	23	35,883.30	188.66	38,763	193.82	38,210	191.05	38,052	190.26	41,238	206.19
M-11	19 (8)	39,453.84	207.65	35,963/ 41,018	179.82/ 205.09	35,240/ 40,940	176.20/ 204.70	38,052/ 39,564	190.26/ 197.82	39,202/ 42,510	196.01/ 212.5
M-12	12 (8)	38,529.14	202.79	31,567/ 36,642	157.84/ 183.21	30,810/ 35,990	154.05/ 179.95	34,272/ 38,052	171.36/ 190.26	32,841/ 40,220	164.21/ 201.1
M-13	12 (11)	40,400.73	212.64	31,567/ 38,763	157.84/ 193.82	30,810/ 38,210	154.05/ 191.05	34,272/ 38,052	171.36/ 190.26	32,841/ 41,238	164.21/ 206.1
M-14	11 (7)	32,635.45	171.77	30,987/ 35,397	154.94/ 176.99	30,420/ 34,700	154.05/ 173.50	33,516/ 38,052	167.58/ 190.26	32,078/ 38,184	160.39/ 190.9
M-15	8	28,306.74	148.98	29,732	148.62	29,300	146.50	32,004	160.02	30,042	150.21
M-16	8 (12)	33,418.70	175.89	29,732/ 36,642	148.62/ 183.21	29,300/ 35,590	146.50/ 179.95	32,004/ 38,052	160.02/ 190.26	30,042/ 40,220	150.21/ 201.1
M-17	8 (14)	37,626.11	198.03	29,732/ 38,042	148.62/ 190.21	29,300/ 37,470	146.50/ 187.35	32,004/ 38,052	160.02/ 190.26	30,042/ 41,238	150.21/ 206.1
M-18	8 (27)	40,400.73	212.64	29,732/ 43,304	148.62/ 216.52	29,300/ 43,410	146.50/ 217.05	32,004/ 39,564	160.02/ 197.82	30,042/ 46,326	150.21/ 231.6
M-19	8 (15)	38,529.14	202.79	29,732/ 38,763	148.62/ 193.82	29,300/ 38,210	146.50/ 191.05	32,004/ 38,052	160.02/ 190.26	30,042/ 41,238	150.21/ 206.1
M-20	8 (15)	34,220.75	180.11	29,732/ 38,763	148.62/ 193.82	29,300/ 38,210	146.50/ 191.05	32,004/ 38,052	160.02/ 190.26	30,042/ 41,238	150.21/ 206.1
M-21	8 (18)	40,400.73	212.64	29,732/ 40,517	148.62/ 202.59	29,300/ 38,960	146.50/ 194.80	32,004/ 39,564	160.02/ 197.82	30,042/ 41,617	150.21/ 208.0
M-22	7	28,306.74	148.98	29,366	146.83	28,930	144.65	30,492	152.46	29,534	147.67
M-23	7	28,306.74	148.98	29,366	146.83	28,930	144.65	30,492	152.46	29,534	147.67
M-24	6 (3)	28,986.10	152.56	29,015/ 30,082	145.08/ 150.41	28,560/ 29,770	142.80/ 148.85	29,736/ 32,004	148.68/ 160.02	29,025/ 30,551	145.13/ 152.7
M-25	6 (17)	33,418.70	175.89	29,015/ 38,763	145.08/ 193.82	28,560/ 38,210	142.80/ 191.05	29,736/ 38,052	148.68/ 190.26	29,025/ 41,238	145.13/ 206.1
M-26	3 (31)	40,400.73	212.64	27,988/ 43,304	139.94/ 216.52	27,450/ 43,410	137.25/ 217.05	27,488/ 39,564	137.44/ 197.82	27,625/ 46,326	138.13/ 231.6
M-27	3 (3)	28,986.10	152.56	27,988/ 29,015	139.94/ 145.08	27,450/ 30,560	137.25/ 152.80	27,488/ 29,738	137.44/ 148.69	27,625/ 29,025	138.13/ 145.1
M-28	3	26,995.41	142.08	27,988	139.94	27,450	137.25	27,488	137.44	27,625	138.13
M-29	3	28,986.10	152.56	27,988	139.94	27,450	137.25	27,488	137.44	27,625	138.13
M-30	2	26,362.71	138.75	27,654	138.27	27,080	135.40	26,712	133.56	27,224	136.12

VSDB service equivalent salary / total teaching equivalent salary

VSDB Faculty salary scale is effective 11/25/99; local school division salaries are effective at the beginning of the school contract year.

EMPLOYEE	CONTINUOUS YEARS of VSDB (+ OTHER TEACHING EXP)	VSDB - STAUNTON		AUGUSTA COUNTY		ROCKINGHAM COUNTY		STAUNTON CITY	
		ANNUAL	PER DIEM	ANNUAL	PER DIEM	ANNUAL	PER DIEM	ANNUAL	PER DIE
<b>BACHELORS SCALE</b>		<b>190 day contract / 7 hr day</b>		<b>200 day contract / 7.30 hr day</b>		<b>200 day contract / 7 hr day</b>		<b>200 day contract / 7.30 hr d</b>	
B-1	24	34,631.60	182.27	37,498	187.49	37,130	185.50	36,240	181.20
B-2	24	34,631.60	182.27	37,498	187.49	37,130	185.50	36,240	181.20
B-3	22	32,962.86	173.49	36,042	180.21	35,640	178.20	36,240	181.20
B-4	22	33,786.93	177.83	36,042	180.21	35,640	178.20	36,240	181.20
B-5	21	32,962.86	173.49	35,353	176.77	34,900	174.50	36,240	181.20
B-6	19	30,609.29	161.10	33,963	169.82	33,410	167.05	35,520	177.60
B-7	19	30,609.29	161.10	33,963	169.82	33,410	167.05	35,520	177.60
B-8	17	28,423.77	149.60	32,644	163.22	31,930	159.65	35,520	177.60
B-9	13 (2)	29,862.72	157.17	30,138/ 31,376	150.92/ 156.88	29,330/ 30,440	146.65/ 152.20	33,360/ 35,520	166.80/ 17
B-10	12 (13)	38,226.81	201.19	29,567/ 38,023	147.84/ 190.12	28,980/ 37,130	144.90/ 185.65	32,640/ 37,680	163.20/ 18
B-11	8 (5)	27,730.51	145.95	27,732/ 30,158	138.66/ 150.79	27,470/ 29,330	137.35/ 146.65	29,760/ 33,360	148.80/ 16
B-12	8 (7)	29,134.36	153.34	27,732/ 31,376	138.66/ 156.88	27,470/ 30,440	137.35/ 152.20	29,760/ 35,520	148.80/ 17
B-13	6	26,394.30	138.92	27,015	135.08	26,730	133.65	28,320	141.60
B-14	5 (13)	34,631.60	182.27	26,668/ 33,397	133.34/ 166.99	26,360/ 32,870	131.80/ 164.35	27,600/ 35,520	138.00/ 17
B-15	4 (17)	33,786.93	177.83	26,326/ 35,335	131.63/ 176.68	25,990/ 34,900	129.95/ 174.50	26,880/ 36,240	134.40/ 18
B-16	3 (3)	27,730.51	145.95	25,988/ 27,015	129.94/ 135.08	25,620/ 28,730	128.10/ 143.65	26,160/ 28,320	130.80/ 14
B-17	3	25,122.47	132.22	25,988	129.94	25,620	128.10	26,160	130.80
B-18	3 (15)	33,786.93	177.83	25,988/ 33,997	129.94/ 166.99	25,620/ 32,870	128.10/ 164.35	26,160/ 35,520	130.80/ 17

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VSDB service equivalent salary / total teaching equivalent salary

VSDB Faculty salary scale is effective 11/25/99; local school division salaries are effective at the beginning of the school contract year.

## ATTACHMENT H

### 1998 → 1999 SALARY SCALE STEP COMPARISON

SALARY SCALE STEP	VSDB-STAUTON 190 day contract / 7 hr day		AUGUSTA COUNTY 200 day contract / 7.30 hr day		ROCKINGHAM COUNTY 200 day contract / 7 hr day		STAUNTON CITY 200 day contract / 7.30 hr day		HARRISONBURG CITY 200 day contract / 7 hr day	
	Bachelor	Master	Bachelor	Master (+\$2,000)	Bachelor	Master (+\$1,830)	Bachelor	Master	Bachelor	Master (+\$1,800)
0			25,000	27,000	24,750	26,580	24,000	25,200	↑	↑
1	23,911.93	25,744.83	25,325	27,325	25,000	26,830	24,720	25,956	24,954	26,754
2	24,509.72	26,362.71	25,654	27,654	25,250	27,080	25,440	26,712	25,444	27,244
3	25,122.47	26,995.41	26,988	27,988	25,820	27,450	26,180	27,488	25,825	27,625
4	25,750.53	27,643.30	26,126	28,126	25,990	27,820	26,880	28,224	26,207	28,007
5	26,394.30	28,306.74	26,668	28,668	26,360	28,190	27,600	28,980	26,716	28,516
6	27,054.15	28,986.10	27,015	29,015	26,730	30,560	28,320	29,738	27,225	29,025
7	27,730.51	29,681.77	27,366	29,366	27,100	28,930	29,040	30,492	27,734	29,534
8	28,423.77	30,394.13	27,722	29,722	27,470	29,300	29,760	31,248	28,242	30,042
9	29,134.36	31,123.59	28,082	30,082	27,840	29,770	30,480	32,004	28,751	30,551
10	29,862.72	31,870.55	28,914	30,914	28,220	30,050	31,200	32,760	29,515	31,315
11	30,609.29	32,635.45	28,987	30,987	28,590	30,420	31,920	33,516	30,278	32,078
12	31,374.62	33,418.70	29,567	31,567	28,980	30,810	32,640	34,272	31,041	32,841
13	32,158.89	34,220.75	30,158	32,158	29,330	31,160	33,380	35,028	31,805	33,605
14	32,962.86	35,042.05	30,761	32,761	29,700	31,530	34,800	36,540	32,568	34,368
15	33,786.93	35,883.05	31,376	33,376	30,440	32,270	35,620	37,296	33,331	35,131
16	34,631.60	36,744.25	32,004	34,004	31,190	33,020		38,052	34,349	36,149
17	35,497.39	37,626.11	32,644	34,644	31,930	33,760	↓	↓	35,367	37,167
18	36,384.82	38,529.14	33,397	35,397	32,670	34,700	↓	↓	36,384	38,184
19	37,294.45	39,453.84	33,963	35,963	33,410	35,240	↓	↓	37,402	39,202
20	38,226.81	40,400.73	34,642	36,642	34,160	35,990	36,240	↓	38,420	40,220
21			35,335	37,335	34,900	36,730	↓	↓	39,438	41,238
22			36,042	38,042	35,640	37,470	↓	↓	↓	↓
23			36,763	38,763	36,380	38,210	↓	↓	↓	↓
24			37,498	39,498	37,130	38,960	↓	↓	↓	↓
25			38,023	40,023	↓	↓	37,680	39,564	39,817	41,617
26			38,517	40,517	↓	↓	↓	↓	40,710	42,510
27			39,018	41,018	39,110	40,940	↓	↓	↓	↓
28			39,526	41,526	↓	↓	↓	↓	↓	↓
29			41,304	43,304	↓	↓	↓	↓	↓	↓
30					41,580	43,410	↓	↓	43,804	45,604
31							↓	↓	44,526	46,326

## ATTACHMENT I 1998 → 1999 SALARY SCALE

S-3

School System	BACHELORS SCALE		MASTERS SCALE	
	200 DAY CONTRACT	PER DIEM	200 DAY CONTRACT	PER DIEM
Augusta County	25,000 → 41,304	125.00 → 206.52	27,000 → 43,304	135.00 → 216.52
Rockingham County	24,750 → 41,580	123.75 → 207.90	26,850 → 43,410	134.25 → 217.05
Staunton City	24,000 → 37,680	120.00 → 188.40	25,200 → 38,052	126.00 → 190.26
Harrisonburg City	24,954 → 44,526	124.77 → 222.63	26,754 → 46,326	133.77 → 231.63
<b>VSDB</b>	<b>23,911.93</b>	<b>125.85</b>	<b>25,744.83</b>	<b>135.50</b>
<b>STAUNTON</b>	↓	↓	↓	↓
(190 Day Contract)	<b>38,226.81</b>	<b>201.19</b>	<b>40,400.73</b>	<b>212.64</b>

## 1999 → 2000 SALARY SCALE

School System	BACHELORS SCALE		MASTERS SCALE	
	200 DAY CONTRACT	PER DIEM	200 DAY CONTRACT	PER DIEM
Augusta County	25,925 → 42,377	129.63 → 211.89	27,925 → 45,377	139.63 → 226.89
Rockingham County	26,000 → 42,120	130.00 → 210.60	27,830 → 43,950	139.15 → 219.75
Staunton City	25,000 → 40,000	125.00 → 200.00	26,250 → 42,000	131.25 → 210.00
Harrisonburg City	26,300 → 44,400 [DECREASE]	131.50 → 222.00	28,100 → 46,200 [DECREASE]	140.50 → 231.00
<b>VSDB –</b>	<b>24,868.41</b>	<b>130.89</b>	<b>26,774.62</b>	<b>140.92</b>
<b>STAUNTON</b>	↓	↓	↓	↓
(190 Day Contract)	<b>39,755.89</b>	<b>209.24</b>	<b>42,016.76</b>	<b>221.14</b>

## ATTACHMENT J VSDB-STAUNTON

### NOVEMBER 25, 1999 SALARY SCALE ADJUSTMENT

Effective 11-25-99, VSDB-S faculty salary scales will be increased by 4%.

#### 1999 - 2000 FACULTY SALARY SCALE:

SALARY PAY STEP	BACHELORS SCALE <small>2.5% STEP DIFFERENTIAL</small>		MASTERS SCALE <small>2.4% STEP DIFFERENTIAL</small>	
	190 DAY SALARY	PER DIEM	190 DAY SALARY	PER DIEM
	1	24,868.41	130.89	26,774.62
2	25,490.12	134.16	27,417.21	144.30
3	26,127.37	137.51	28,075.23	147.76
4	26,780.56	140.95	28,749.03	151.31
5	27,450.07	144.47	29,439.01	154.94
6	28,136.32	148.09	30,145.55	158.66
7	28,839.73	151.79	30,869.04	162.47
8	29,560.72	155.58	31,609.90	166.37
9	30,299.74	159.47	32,368.53	170.36
10	31,057.24	163.46	33,145.38	174.45
11	31,833.67	167.55	33,940.88	178.64
12	32,629.51	171.73	34,755.45	182.92
13	33,445.25	176.03	35,589.58	187.31
14	34,281.38	180.43	36,443.73	191.81
15	35,138.41	184.94	37,318.38	196.41
16	36,016.87	189.56	38,214.02	201.13
17	36,917.29	194.30	39,131.16	205.95
18	37,840.23	199.16	40,070.30	210.90
*19	38,786.23	204.14	41,031.99	215.96
**20	39,755.89	209.24	42,016.76	221.14

\* Step 19 added to faculty salary scale per DPT, 12-07-95.

\*\* Step 20 added to faculty salary scale per DPT, 10-07-96.



**ATTACHMENT K**  
**1999 → 2000 SALARY SCALE STEP COMPARISON**

SALARY SCALE STEP	VSDB-STAUNTON 190 -VS- 200 day contract 7 hr/day				AUGUSTA COUNTY 200 day contract 7.30 hr/day		ROCKINGHAM COUNTY 200 day contract 7 hr/day		STAUNTON CITY 200 day contract 7.30 hr/day		HARRISONBURG CITY 200 day contract 7 hr/day	
	Bachelor 190 day	Master 190 day	Bachelor 200 day	Master 200 day	Bachelor	Master [+\$2,000]	Bachelor	Master [+\$1,930]	Bachelor	Master	Bachelor	Master [+\$1,800]
0	↑	↑	↑	↑	26,295	27,295	26,000	27,930	25,000	26,250	↑	↑
1	24,868.41	26,774.62	26,177.33	28,183.81	26,275	28,275	↓	↓	25,725	27,011	26,800	28,100
2	25,490.12	27,417.21	26,831.74	28,860.22	26,630	28,630	↓	↓	26,450	27,773	26,600	28,400
3	26,127.37	28,075.23	27,502.54	29,552.87	26,990	28,990	28,520	28,450	27,175	28,534	26,900	28,700
4	26,780.56	28,749.03	28,190.10	30,262.14	27,354	29,354	28,910	28,840	27,900	29,295	27,300	29,100
5	27,450.07	29,439.01	28,894.85	30,988.43	27,723	29,723	27,300	29,320	28,625	30,056	27,700	29,500
6	28,136.32	30,145.55	29,617.22	31,732.16	28,097	30,097	27,690	29,620	29,350	30,818	28,100	29,900
7	28,839.73	30,869.04	30,357.65	32,493.73	28,478	30,473	28,080	30,010	30,075	31,579	28,600	30,400
8	29,560.72	31,609.90	31,116.60	33,273.58	28,860	30,860	28,470	30,400	30,800	32,340	29,100	30,900
9	30,299.74	32,368.53	31,894.61	34,072.14	29,250	31,250	28,860	30,790	31,525	33,101	29,600	31,400
10	31,057.24	33,145.38	32,691.87	34,889.87	29,645	31,645	29,250	31,180	32,250	33,863	30,200	32,000
11	31,833.67	33,940.88	33,509.17	35,727.24	30,045	32,045	29,640	31,420	32,975	34,624	30,800	32,600
12	32,629.51	34,755.45	34,346.90	36,584.68	30,451	32,451	30,030	30,570	33,700	35,385	31,400	33,200
13	33,445.26	35,589.58	35,206.57	37,462.72	31,060	33,060	30,420	32,350	34,425	36,146	32,100	33,900
14	34,281.38	36,443.73	36,085.71	38,362.82	31,683	33,683	30,810	32,740	35,160	36,908	32,805	34,605
15	35,138.41	37,318.38	36,987.85	39,282.51	32,315	35,315	31,200	33,130	35,875	37,669	33,568	35,368
16	36,016.87	38,214.02	37,912.55	40,225.28	32,961	34,961	31,590	33,910	36,600	38,430	34,400	36,200
17	36,917.29	39,131.16	38,860.36	41,190.69	33,620	35,620	32,780	34,690	↓	↓	35,400	37,200
18	37,840.23	40,070.30	39,831.87	42,179.26	34,292	36,292	33,540	35,470	↓	↓	36,400	38,200
19	38,786.23	41,031.99	40,827.67	43,191.57	34,978	36,978	34,320	36,250	↓	↓	37,400	39,200
20	39,755.89	42,016.76	41,848.36	44,228.17	35,678	37,678	35,100	37,030	37,325	39,131	38,402	40,202
21					36,392	38,392	35,880	37,810	↓	↓	39,420	41,220
22					37,120	39,120	36,660	38,590	↓	↓	40,438	42,238
23					37,862	39,862	37,440	39,370	↓	↓	40,600	42,400
24					38,619	40,612	38,220	40,150	39,250	41,213	40,800	42,600
25					39,390	41,390	39,000	40,930	40,000	42,000	41,000	42,800
26					39,668	41,668	39,520	41,450	↓	↓	41,200	43,000
27					40,204	42,204	40,300	42,330	↓	↓	41,710	43,510
28					40,747	42,747	40,820	42,750	↓	↓	42,400	44,200
29					42,377	44,377	41,840	43,270	↓	↓	43,400	45,200
30							42,120	44,050	↓	↓	44,400	46,200
31												



## ATTACHMENT L

### 1999 SESSION

#### SENATE JOINT RESOLUTION NO. 476

*Requesting the Departments of Education and Planning and Budget to examine teacher salary scales for the Virginia Schools for the Deaf and the Blind.*

Agreed to by the Senate, February 4, 1999

Agreed to by the House of Delegates, February 17, 1999

WHEREAS, located in Staunton and Hampton, the Virginia Schools for the Deaf and the Blind (VSDB) are under the operational control of the Board of Education, while the supervision of the contracts and agreements of the board of visitors of the Virginia Schools for the Deaf and the Blind rests with the Superintendent of Public Instruction; and

WHEREAS, while the Board is to provide rules and regulations for the governance of the Schools, the Superintendent of Public Instruction is to "administer, supervise and direct the activities and programs" pursuant to such rules and regulations, and is to appoint the officers and employees of each School; and

WHEREAS, pursuant to § 22.1-346.1, the ten-member Advisory Commission on the Virginia Schools for the Deaf and the Blind was established to monitor the operations of the VSDB and to advise the Board and submit recommendations that "seek to ensure the maintenance of a high-quality and cost-effective program of study and a safe and nurturing residential environment at the schools"; and

WHEREAS, education programs at these institutions must also be approved by the Superintendent, who may consult with the Departments for the Deaf and Hard-of-Hearing and for the Visually Handicapped; and

WHEREAS, in 1998-1999 the schools at Staunton and Hampton received appropriations of over \$5.9 million and \$6.4 million, respectively, and the maximum employment level was set at 144 for the Staunton school and 130 for the Hampton school; and

WHEREAS, the 1998 Appropriation Act states that the sense of the General Assembly is that the VSDB should "effect teacher salary scales that are competitive with those in effect for public school teachers" in the respective school divisions in which each School is located; now, therefore, be it

RESOLVED by the Senate, the House of Delegates concurring, That the Departments of Education and Planning and Budget be requested to examine the teacher salary scales for the Virginia Schools for the Deaf and the Blind. The Departments shall consider, among other things, salary scales for teachers in the Staunton and Hampton public schools.

All agencies of the Commonwealth shall provide assistance to the Departments, upon request.

The Departments shall complete their work in time to report their findings and recommendations to the Advisory Commission on the Virginia Schools for the Deaf and the Blind by September 30, 1999, and shall submit such findings and recommendations to the Governor and the 2000 Session of the General Assembly as provided in the procedures of the Division of Legislative Automated Systems for the processing of legislative documents.



**REPORT OF THE  
PUBLIC SAFETY SUBCOMMITTEES OF THE SENATE FINANCE  
AND HOUSE APPROPRIATIONS COMMITTEES**

**STUDY OF THE RENOVATION OF  
SCHOOL BUSES BY VIRGINIA'S  
CORRECTIONAL ENTERPRISES**

**TO THE GOVERNOR AND  
THE GENERAL ASSEMBLY OF VIRGINIA**



**SENATE DOCUMENT NO. 44**

**COMMONWEALTH OF VIRGINIA  
RICHMOND  
2000**



**SENATE JOINT RESOLUTION No. 471  
STUDY OF THE RENOVATION OF SCHOOL BUSES  
BY VIRGINIA'S CORRECTIONAL INSTITUTIONS**

*From the Public Safety Subcommittee of the Senate Finance Committee*

The Honorable Richard J. Holland, Chairman  
The Honorable Joseph V. Gartlan, Jr.  
The Honorable Madison E. Marye  
The Honorable Richard L. Saslaw  
The Honorable Walter A. Stosch  
The Honorable Charles R. Hawkins  
The Honorable Kenneth W. Stolle

*From the Public Safety Subcommittee of the House Appropriations Committee*

The Honorable Robert S. Bloxom, Chairman  
The Honorable Glenn R. Croshaw  
The Honorable William P. Robinson, Jr.  
The Honorable Thomas M. Jackson, Jr.  
The Honorable Clifton A. Woodrum  
The Honorable Lacey E. Putney  
The Honorable Raymond R. Guest, Jr.  
The Honorable L. Preston Bryant, Jr.

***Staff***

*Richard E. Hickman, Jr.*  
*Senate Finance Committee Staff*

*Pamela A. Curry*  
*Senate Finance Committee Staff*

*Clyde E. Cristman*  
*House Appropriations Committee Staff*

*Teresa A. Atkinson*  
*House Appropriations Committee Staff*



## EXECUTIVE SUMMARY

Senate Joint Resolution No. 471 directs the Public Safety Subcommittees of the Senate Committee on Finance and the House Committee on Appropriations to study the renovation of school buses by Virginia's correctional institutions. The Department of Corrections operated such a facility in the 1980's at Brunswick Correctional Center, but terminated the operation in 1992 due to a lack of profitability and support from local school divisions.

In view of the lack of positive support from the Department of Education for reestablishing such a facility, the many and complex policy concerns raised by DOE, and the experience of other states, it is difficult to envision how such a facility could be profitable today. It is likely that the General Assembly would have to mandate local school participation in this program in order to assure a sufficient workload to justify the start-up and operating costs.

The subcommittees conclude it is best not to dictate to VCE whether a specific product or service should be produced. The issues raised in this study regarding the life expectancy, safety and emissions standards of school buses are simply beyond the area of concern and expertise of the subcommittees. Furthermore, VCE would need to conduct a thorough market analysis to determine if there would be sufficient demand for this type of service and if such an operation fits within its mission and business plan.

## AUTHORITY FOR THE STUDY

Senate Joint Resolution Number 471 of the 1999 General Assembly directed:

*"The Subcommittees on Public Safety of the Senate Committee on Finance and the House Committee on Appropriations to study the renovation of school buses by Virginia's correctional institutions."*

In conducting the study, the subcommittees shall:

- Determine the number of school buses requiring repairs and renovation, and the types of repairs necessary;
- Identify the school divisions which may be interested in pursuing such a joint venture with the Department of Corrections;
- Estimate the costs to the state to seek repairs and renovation to school buses by private companies in comparison to the costs of repairs and renovations by correctional institutions;
- Determine the most appropriate way of pursuing contracts between local school divisions, and the Department of Corrections;
- Consider the position of the Department of Education, local school divisions, and the Department of Corrections regarding this approach for the repair, renovation, and maintenance of school buses;
- Review and consider a similar school bus repair program in Texas; and,
- Consider such related issues and programs as may be deemed necessary by the subcommittees.

## INTRODUCTION

Senate Joint Resolution No. 471 was the result of a 1999 visit by several Virginia legislators and local school officials to Huntsville, Texas where they toured a school bus renovation and repair facility operated by Texas Correctional Industries. The delegation was impressed by the Texas operation and wanted to study the feasibility of establishing a similar program in Virginia. Local school officials were looking for ways to save the school divisions money in the repair and replacement of school buses. It should also be noted that a subcommittee, established as the result House Joint Resolution No. 606 of the 1999 Session, is performing a more comprehensive study of prison industries in Virginia and will be making recommendations to the 2000 Session of the General Assembly.

The Public Safety Subcommittees of the House Appropriations And Senate Finance Committees recognize the importance of Virginia Correctional Enterprises (VCE) in providing inmate work programs. These programs are designed to provide several benefits, including:

- Preparing prison inmates for life outside the institution by teaching good work habits and interpersonal skills;
- Providing opportunities for inmates to learn vocational skills;
- Contributing to inmates' sense of accomplishment and self-esteem;
- Reducing inmate idleness and thereby improving inmate morale and institutional security; and,
- Providing opportunities for inmates to earn minimal income for the purpose of paying fines, court cost and child/family support, contributing to the cost of their incarceration, making co-payments for medical services and purchasing personal hygiene items.

In accomplishing these primary goals, VCE faces challenges that are far different from those faced by private industries that manufacture similar products or provide similar services. The overriding mission of the security of prison operations is a major factor governing VCE operations. For example, production schedules are affected by prison lockdowns. Movement of inmate employees is restricted. Receiving of materials and supplies and delivery of finished products is slowed by security concerns.

VCE attempts to maximize employment opportunities for inmates by involving as many workers in a task as possible. This is contrary to efficiency standards utilized in private industry that minimize the number of employees needed to accomplish a given task. VCE must hire untrained workers and coordinate with the Department of Correctional Education to provide specific training. Private industry obviously prefers to hire workers who already possess required job skills.

## **VCE BUSINESS PLAN AND AUDIT**

VCE developed a strategic business plan in 1998. Included in this plan is an analysis of the profitability of the various enterprise operations as well as the ability of VCE to balance the mandate to maximize inmate employment with the need to be self-sufficient. While some VCE operations are not profitable, they employ significant numbers of inmates. Other more profitable operations, while not employing as many inmates, offset the losses incurred by the non-profitable ones. VCE has generated revenues in excess of expenses for FY 1998 and FY 1999. VCE will update its business plan on an annual basis.

According to the Auditor of Public Accounts in his FY 1998 Audit Status Report, "VCE has two conflicting missions. Section 53.1-54 of the *Code of Virginia* mandates VCE to be self-sufficient by offsetting all operating costs through the

sale of inmate manufactured goods and services. In addition, Section 53.1-41 of the *Code of Virginia* requires VCE to maximize job skill and wage earning opportunities for the Department of Corrections (DOC) inmates. These two missions contradict each other because many of VCE's industries that provide a large number of inmate jobs operate at a deficit."

The auditor concluded that the Secretary of Public Safety, DOC and VCE need to formally decide how VCE will operate in relation to the requirements to be self-sufficient and to maximize inmate training and work opportunities.

## TEXAS BUS REPAIR PROGRAM

Texas initiated a school bus repair and renovation program in 1971 through the joint efforts of the Gulf Coast School Transportation Directors Association, the Texas Education Agency, the General Service Commission, and the Department of Public Safety. The program is currently housed in a 70,000 square foot facility located at the Ellis-1 Correctional Unit in Huntsville, Texas.

The program provides services for five school divisions located in close proximity to the Huntsville prison. The program employs 180 to 200 inmates and 12 full-time staff employees. The program services 40 to 50 buses per month, which equates to 500 to 600 per year. It should be noted that there are approximately 30,000 public school buses in Texas.

The annual operating budget of the Ellis Bus Barn is approximately \$2 million. The program has fixed assets of \$821,310, of which \$325,961 represents the value of the steel-masonry bus barn building, and the remainder equipment and tools. The program strives to be self-sufficient in terms of generating revenues through charging the school divisions for services to cover the daily costs of operations. According to a Statement of Operations provided by Texas Correctional Industries, for the 12 months ending August 31, 1999, the program had a net loss of \$57,672. For the 12 months ending August 31, 1998, the operation posted a net loss of \$76,402. The program has been provided general fund support from the state in the past to cover the cost of major retooling and expansion of the operation.

Texas officials report that they renovate a school bus for one-third the cost of a new bus. Renovation of a bus is expected to extend the bus's life by eight years, depending on the amount of mileage the bus is driven annually. The actual renovation needed for each bus is individually assessed and an estimate of the cost of repairs is given to the school division for approval prior to the commencement of renovation. The following is list of services that are provided by the facility:

### New Engine Installation

- Repower from gas to diesel
- Replace a variety of engine types
- Install remanufactured engines and transmissions fully trimmed

## Interior

- Reupholster all seats, front and back
- Refinish seat frames
- Install new rubberized hair padding
- Install new floor mats in passenger section and replace metal moldings
- Install new step-well treads
- Install new safety glass as needed
- Repaint interior
- Rewire electrical systems

## Painting

- Remove old paint and primer on exterior by media blasting
- Repair of dents or rust
- Tightening of structural component parts
- Replacement of body parts as need
- Repaint exterior, white roof, urethane, and lettering
- Undercoating

## **OTHER STATES EXPERIENCES**

According to information received from VCE, Pennsylvania Correctional Industries operates a bus restoration program in Albion, Pennsylvania. This program has reportedly experienced financial problems since it first began several years ago. The program suffers from a lack of year-round work and high overhead costs. The program lost \$635,000 during the most recent fiscal year.

Rhode Island recently abandoned a modest state vehicle services program where they used inmates to provide oil changes, lubrication and minor repairs. The program was losing \$80,000 annually. Massachusetts also operated a modest auto repair unit that was closed due to financial problems. New Hampshire abandoned an auto service program in the middle 1980's due to security concerns.

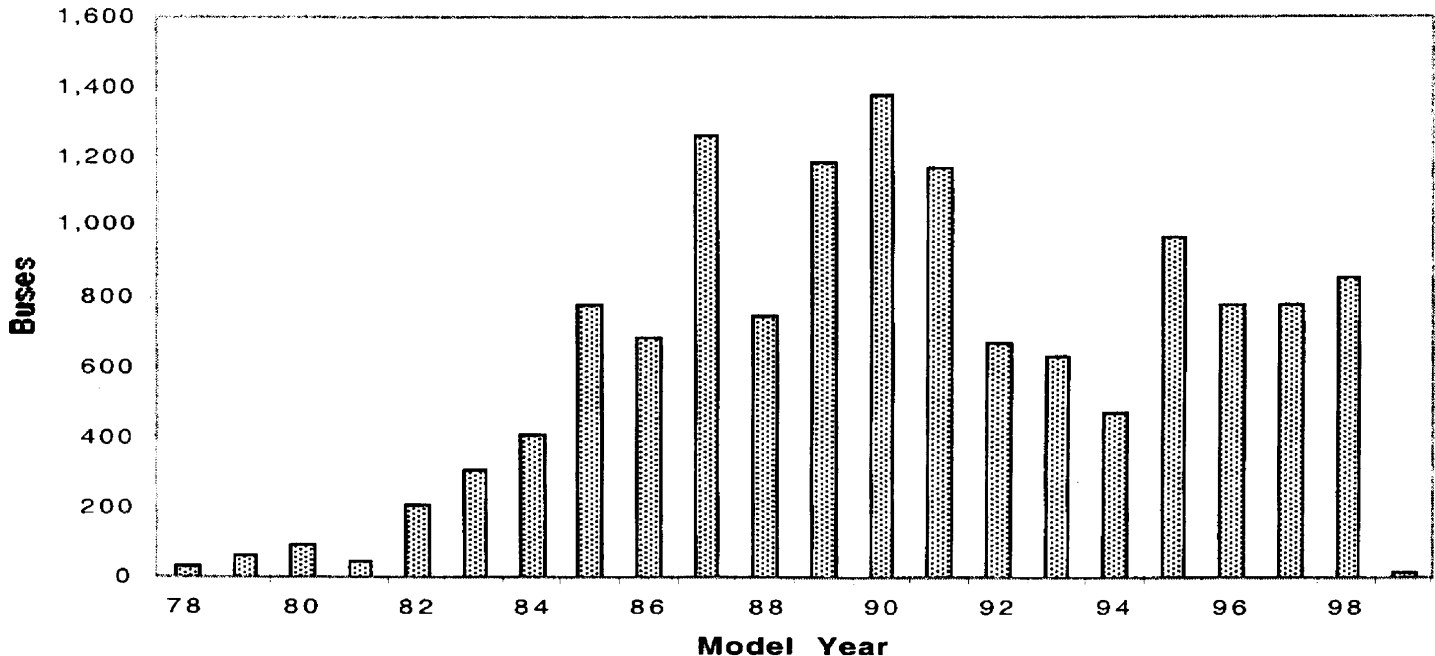
## **VIRGINIA'S SCHOOL BUSES**

There are approximately 13,000 school buses transporting students to and from public school across Virginia. Each year between 800 and 1,000 of these buses must be replaced as they reach their life expectancy. The Standards of Quality (SOQ) funding formula assumes that buses are replaced on a 12-year cycle, although the average replacement cycle of Virginia's buses is 14 years. The average cost for a new 64-passenger bus is approximately \$40,000.

Department of Education (DOE) policies require that localities must inspect each bus every 30 days or 2,500 miles, whichever occurs first. Once each year, every bus must go through a comprehensive inspection. Approximately 25% of Virginia's school bus fleet is five years old or less, 56% is between six and twelve years old and 19% is older than twelve years. While age of a bus is an

important factor, the number of miles a bus is driven per year and the type of conditions in which the bus is driven significantly contribute to the life expectancy of a bus. The following graph shows the age range of school buses in Virginia.

**VIRGINIA'S SCHOOL BUSES**



### **SAFETY AND POLICY CONCERNS**

According to DOE staff, there are many safety and policy issues that must be considered if VCE was to establish a program to renovate school buses:

- To what extent will buses be renovated?
- What will be the expected life of a bus after renovation?
- How will renovations of buses effect the current SOQ formula for funding a 12-year replacement cycle?
- Will older buses have to meet newer federal safety standards after renovation?
- Will older buses have to meet current emissions standards after renovation?
- Will parts for older buses still be available?
- What will warranty be on repairs made by VCE?

Attached to this report is a detailed response from Paul D. Stapleton, Superintendent of Public Instruction for the Department of Education to a request from staff as to the Department's position on establishing a VCE bus repair facility (attachment A).

## **HISTORY OF BUS REPAIR IN VIRGINIA'S DEPARTMENT OF CORRECTIONS**

In 1983 the Department of Corrections (DOC) and Virginia Correctional Enterprises (VCE) opened a school bus repair facility at Brunswick Correctional Center in Lawrenceville, Virginia. While the main function of the facility was school bus refurbishing, the facility also refurbished vans, pickup trucks, tractors and mini-buses for local governments as well as DOC.

The 40,000 square foot facility employed over 100 inmates in the height of operations. The program installed new or rebuilt engines, performed brake work, reupholstered seats, performed body work and rewired electrical systems. The facility provided total interior and exterior painting of buses. The paint booth, which is still at Brunswick, required an initial investment of approximately \$100,000 in 1983 dollars.

This program ceased operation in 1992. Initial interviews with DOC and VCE staff involved in this operation indicated that termination of the program resulted from changes in federal regulations that affected the type of renovations that could be performed by the facility.

However, further discussions revealed that the program was terminated because the operation was not profitable. There was a lack of support for the program by the Department of Education and local school divisions. The facility received adequate work in the summer months but during remaining nine months of the year the facility often sat idle. After 1992, the facility was converted to an office systems manufacturing operation, which continues to occupy the building.

## **FEASIBILITY OF RE-ESTABLISHING A BUS RENOVATION FACILITY IN VIRGINIA**

### **VCE Proposal**

At the request of staff, VCE prepared a proposal and cost estimate to establish a Bus Renovation Center at the Brunswick Correctional Center. Brunswick was determined as the most appropriate facility due to security level of and the fact that some of the infrastructure needed for a bus repair operation currently exists there. However, it is important to note that this would require moving the office systems manufacturing operation from Brunswick to another facility, most likely Indian Creek Correctional Center, located in the City of Chesapeake. VCE estimates that it would cost approximately \$500,000 to move the operation and another \$500,000 in loss of production while moving.

The existing 40,000 square foot building would be used for painting, lettering and final preparation. VCE estimates it would cost \$98,269 for tooling this facility. In addition, based on current industry standards, the VCE proposal indicates that three additional buildings would be needed--a preparation

building, a pressure washing building, and a media blasting building. The estimated cost to construct these buildings is \$1,788,000. Additional machinery for the operation is estimated at \$250,000. Total start-up costs, including moving the office systems operation, are estimated at \$3,136,269. Staffing for supervisory administration and security for the Bus Renovation Center is estimated at \$391,483 per year.

The VCE proposal is to perform only interior and exterior painting, and replacing step treads and floor mats. VCE staff felt that these types of operations, which are highly labor intensive, would employ the most inmates. The proposal does not include reupholstering of seats, replacement of engines, rewiring of electrical systems, or any major mechanical work. These types of repairs would be less labor intensive and VCE staff feel they would be more likely to involve potential liability issues. VCE staff pointed out that the Texas operation replaces engines and transmissions that are fully trimmed and therefore involve very limited labor.

VCE calculations indicate that they would have to repair a minimum of 362 buses per year in order to break even. If VCE could repair 400 buses per year, the operation could show a small profit after the fifth year of operation. These calculations include payback of the cost of tooling and machinery but do not include payback of the \$1.8 million for construction of the building or the \$1 million cost of moving the furniture operation.

### **Number of Buses Requiring Repair or Renovation**

DOE could not determine the number of school buses requiring repairs and renovation, or the types of repairs necessary because school divisions do not keep cumulative data. While school divisions do maintain information on numbers of individual repairs made, they cannot identify the repair work completed by year, model or mileage of the bus. As previously noted, Virginia's local school divisions replace between 800 and 1,000 buses per year. DOE officials were not aware of any school division that currently performs major renovations to extend the life of its buses.

### **Cost Comparison**

VCE estimates that it would cost \$2,024 for their operation to paint a bus inside and out, \$345 to replace step treads and \$748 replace floor mats, for a total cost of \$3,117. According to an estimate received by a private vendor that provides similar services for Portsmouth Public Schools, the private vendor would charge \$4,500 for interior and exterior painting and \$700 for step treads and floor mats, for a total of \$5,200. A similar estimate received from a private vendor by DOE came to a total of approximately \$4180. Therefore, it is estimated that VCE could perform similar services at a cost of from 25% to 40% less than private industries.



## **School Divisions' Interest and Support**

In order to determine the level of interest of local school divisions in procuring bus renovation services, it is first necessary to determine many issues that were unable to be answered in the scope of this study. These issues include the questions of safety and emissions standards, the policy of extending the life expectancy of buses, and issues of warranty of repairs and liability.

If VCE were to move forward in reestablishing a Bus Renovation Center, they would need to do a thorough market analysis to determine if there is adequate demand in the marketplace to warrant the initiation of such a program. VCE would also need to determine how such an operation fits with its overall mission.

## **Method of Procurement**

In order to determine the most appropriate way of pursuing contracts between local school divisions and VCE, the assistance of the Office of the Attorney General was requested to determine whether local school divisions would be able to contract directly with VCE for school bus renovation without competitive bidding. According to the informal opinion of the Attorney General (attachment B), local school divisions, subject to their local purchasing ordinances and rules, may contract directly with VCE without competitive bidding. Standard service contracts between the localities and DOC, supplemented by individual service orders would be sufficient to set up a working relationship between the parties.

## **FINDINGS**

The following is a summary of findings developed as a result of this study:

- The Auditor of Public Accounts has identified a conflict between two missions of VCE, which are employing and training inmates and producing sufficient revenue to be self-sufficient.
- The General Assembly has not previously dictated the types of products and services VCE should provide.
- DOE did not endorse the proposal for VCE to renovate school buses but instead has raised several questions about the proposal that can not be answered by this study.
- Start up costs for VCE to establish a bus repair facility are estimated at over \$3.1 million and the facility would have to repair at least 362 buses per year to break even. However, VCE could paint buses and replace step treads and floor mats for 25% to 40% less than compared to private companies.

- A bus repair program operated by VCE from 1983 to 1992 was terminated because it was not profitable and it was not well supported by local school divisions.
- Bus and vehicle repair programs operated in other states' prisons, including Texas, have not produced sufficient revenues to cover the costs of their operations.
- In order for the facility to break even in five years, it probably would be necessary for the General Assembly to mandate participation by local school divisions.
- A proposal prepared by VCE at the request of staff for this study indicates that VCE would not recommend performing major mechanical or structural renovation but only cosmetic repairs, which may not extend the useful life of a bus.
- VCE would need to conduct a thorough market analysis to determine if the demand for these services would be sufficient to sustain the operation and if this program fits with VCE's overall mission.

## CONCLUSIONS

The purpose of this study was to assess the feasibility of establishing a Virginia Correctional Enterprise facility to renovate and repair school buses. In view of the lack of positive support from the Department of Education for reestablishing such a facility, the many and complex policy concerns raised by DOE, and the experience of other states, it is difficult to envision how such a facility could be profitable today.

The subcommittees conclude that the most important mission of VCE is to provide job training and work opportunities for inmates. At the same time, it is also important for VCE to continue to be self-supporting to the greatest extent possible. In achieving these objectives, the General Assembly should grant VCE the flexibility to determine which mix of products and services can best accomplish these missions.

For this reason, the subcommittees conclude it is best not to dictate to VCE whether a specific product or service should be produced. Moreover, the issues raised in this study regarding the life expectancy, safety and emissions standards of school buses are simply beyond the area of concern and expertise of the subcommittees. Furthermore, VCE would need to conduct a thorough market analysis to determine if there would be sufficient demand for this type of service and if such an operation fits within its mission and business plan.

## **Appendix A**

### **Letter from Paul D. Stapleton, Department of Education**



# COMMONWEALTH of VIRGINIA

DEPARTMENT OF EDUCATION

P. O. Box 2120

Richmond, Virginia 23218-2120

**PAUL D. STAPLETON**

Superintendent of Public Instruction

July 19, 1999

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pstaplet@pen.k12.va.us

Pamela A. Currey  
Legislative Fiscal Analyst  
Senate Finance Committee  
910 Capitol Street  
Richmond, VA 23219

Dear Pam:

I am writing in response to your May 21, 1999, request for information from the Department of Education regarding Senate Joint Resolution Number 471 (SJR 471), which directs the Public Safety Subcommittees of the Senate Finance and House Appropriations Committees to study the renovation of school buses by Virginia's correctional institutions. In this request, you also asked me to provide the Department's position on this proposal.

For several reasons that will be outlined in this response and because certain questions must be answered regarding the scope of the renovations, I am not able to give the Department's position at this time. I hope that the information that follows is informative and useful to the subcommittees' review. Once a more clearly defined program has been determined, I will respond with the Department's position. In the meantime, let me address the questions you asked and provide you with information that may help narrow the issues.

One question the Department believes is critical to this project is the determination of what refurbishing and renovating mean and what the processes entail. In 1987, Dr. Ernest Farmer, State Director of Pupil Transportation in Tennessee wrote to the National Highway Traffic Safety Administration (NHTSA) asking for interpretations of a series of questions, including NHTSA's position, manufacturer's original certification, and responsibility and/or liability assumed by the Department of Education. The response from NHTSA becomes very important information to Virginia. In fact, Dr. Barbara V. Goodman received this information via FAX in April and has asked for a response in writing about whether this 1987 interpretation still is being used. Dr. Farmer's letter, NHTSA's response to Dr. Farmer, and Dr. Goodman's letter to NHTSA can be found at Attachment A. When we receive a response to Dr. Goodman's request, we will forward it to you.

Pamela A. Currey  
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In conducting research to develop a response to SJR 471, the Department analyzed its data base to determine the total number of school buses operating on regular runs, the total number of spares, and the percent of school buses over 12 and 15 years old. For the 1997-98 school year, pupil transportation units reported to the Department that of the approximate 13,582 school buses, including spares, operating in the public schools, a total of 19.39 percent are over 12 years old -- approximately 13.8 percent are between 12 years and 15 years old and approximately 6.59 percent are over 15 years old. Year model 1999 is not included in this analysis. The detail of all school buses operated by each local school division, by year model, is contained in Attachment B.

Unfortunately, the Department cannot determine the number of school buses requiring repairs and renovation, or the types of repairs necessary. We contacted Fairfax County to see if they have this type of data since they are the largest school division; however, Ernie Greene, director of Fleet Maintenance for the county indicated he was doubtful the information could be provided. He can provide the total number of transmissions, radiators, tires, belts, hoses, fluids, filters, or other such materials used, but cannot identify by year model, chassis type, mileage at time of repair, or age of the vehicle when the repair was made. Individual work orders contain this information, but Fairfax cannot provide the analyses in a summary fashion.

Next, Wanda Curtis, Specifications Engineer for Thomas Built Buses, Inc. was contacted to provide an analyses of Federal Motor Vehicle Safety Standards (FMVSSs) that have been amended or added since 1990. Additionally, the Department has listed the State Board Regulations, as well as chassis and body specifications, that have changed or been amended, since that period. Several major federal changes involve wheelchair positions and securement, emergency exits, and mirrors. State changes include roof-mounted strobe lights, retro-reflective tape, additional roof exits, and back-up alarms, to name a few. This information is contained in Attachment C.

During this research, Dr. Goodman solicited information, through group e-mail, from the state directors of pupil transportation in all 50 states. The question was asked, "Does your state allow refurbishing of school buses to extend the useful life of the school bus?" Following the e-mail responses, Dr. Goodman followed with a telephone inquiry to determine what the refurbishing entailed. Of the 15 states responding, nine permit refurbishing; however, participation by the local school divisions is limited or non-existent, except for Texas. In most cases, National Minimum Standards (1995), state specifications, and current FMVSSs must be met in order for the school bus to transport students. The responses are contained in Attachment D.

One of the areas that might be considered for Department of Corrections' work would be seat cushion foam and cover repair. However, many of the school divisions have a private contractor come onto the school grounds, after hours and on weekends, to perform needed repairs. This eliminates the need to take the bus to a facility or to take the bus out of service. The work is scheduled around school calendars and can be performed around the school division's programs and schedules. This flexibility is critical to the school division.

As Dr. Farmer mentioned in his 1987 letter, there is not a problem with the Department of Corrections assisting public schools with a project such as this; however, it must be noted that school buses are unlike any other vehicle on the highway in that their construction is designed to afford the maximum safety for the student passengers. As a result of this, the school bus is the safest form of transportation. In most cases, the chassis is not the major area of concern, but instead it is the school bus body. The school bus is designed to "take a major hit" and still protect the children inside.

Much of this ability to protect passengers is based on placing seats above the impact zone of standard passenger vehicles. Seat frames stay intact and windows are designed to prevent passenger ejection, as was seen in the recent tour bus crash in Louisiana. Metal fatigue and joint strength deterioration, which develops in aging buses, can compromise the "compartmentalization," rollover protection, and ability to withstand impacts. This is referred to as the vehicle's "crashworthiness." Refurbishing an older school bus is not likely to address these issues. In fact, the question has been raised about whether refurbishing should be done to the body to address this concern.

Conditions, such as climate and terrain, make it very difficult to determine definitively when a school bus should be replaced. The general consensus is that the life for a Type A-II school bus (under 10,000 pounds) is six to eight years, a Type A-I, B & C "conventional" school bus, 12 years, and Type D, transit-style school bus, 15 years. This assumes a good preventive maintenance program is in place, the school divisions follow manufacturer's and Department of Education's recommended practices, and driver pre-trips are performed according to accepted standards.

A number of studies have been conducted to determine cost efficiency related to bus replacement. As the average age of a bus fleet increases, it is normal for the cost of operation to increase accordingly. This includes an increase in the number of mechanics needed to make repairs and road calls required as the fleet ages. A Tennessee Department of Education study in 1994 recommended that the replacement should be made when the cost of repairs exceeds the annual depreciation schedule for new equipment.

A school bus, or any vehicle for that matter, can be refurbished to look like a new vehicle; however, cosmetics do not extend the useful life of a school bus transporting Virginia's precious cargo. In fact, a project similar to what SJR 471 is addressing, was undertaken by the Mecklenburg Correctional Center in the mid to late 1980's, but the local school divisions did not support it because of the concerns about liability.

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While I have concerns about this project, I am willing to consider all aspects. In order to provide the Department's position of support or opposition, answers to the following questions would be very helpful.

1. What is the expected work to be performed and the expected gain?
2. Who will establish the cost basis for the work and materials?
3. What provisions will be made for parts on older model school buses; divisions currently are having difficulty getting certain parts?
4. What are the considerations for emission standards?
5. What are the provisions for meeting current FMVSS, National Standards, and State Board Regulations, and chassis and body specifications?
6. What are the warranty provisions?
7. What will be the provisions for dealing with obsolete engines?
8. What are the provisions for diesel-conversion? Most models eligible for refurbishing are gasoline engines?
9. What are the provisions for conversion from standard transmission to automatic? The majority of the school buses over 12 years old are standard transmission, while new purchases are automatic?
10. Who will be responsible for delivery and return of vehicle?
11. How long can school divisions expect to be without the vehicle?
12. Who will inspect the work of the Department of Corrections?
13. Who will establish the criteria by which the work is performed and measured?
14. Who will determine the quality of the materials used? and,
15. Who will assume liability and responsibility for the work that is performed?

Thank you for giving the Department of Education the opportunity to respond to SJR 471. Ultimately, the Department's position will depend upon several factors that include cost effectiveness but most importantly, student safety. Before the Department can support any program of this sort, assurances must be in place to guarantee that student safety has not been compromised. If you need additional information or assistance, you may contact Dan Timberlake at 225-2025 or Barbara Goodman at 225-2037.

Sincerely,



Paul D. Stapleton

## **Appendix B**

### **Letter from Rick R. Linker Office of the Attorney General**





# COMMONWEALTH of VIRGINIA

Office of the Attorney General  
Richmond 23219

Mark L. Earley  
Attorney General

900 East Main Street  
Richmond, Virginia 23219  
804 - 786 - 2071  
804 - 371 - 8946 TDD

June 18, 1999

## VIA HAND DELIVERY

Richard E. Hickman, Jr.  
Deputy Staff Director  
Senate Finance Committee  
10<sup>th</sup> Floor, General Assembly Building  
910 Capitol Street  
Richmond, Virginia 23219

Re: School Bus Renovation

Dear Dick:

I am in receipt of your letter requesting advice on whether local school divisions would be able to contract directly Virginia Correctional Enterprises for school bus renovation without competitive bidding. You also ask what form should such a contract for services take.

You are correct in stating that the Virginia Procurement Act does not apply to governmental purchases from other governmental agencies. Va. Code § 11-35(B). Accordingly, local school divisions, subject to their local purchasing ordinances and rules, if any, may directly contract with VCE without competitive bidding under the Act. Standard service contracts between the localities and the Department of Corrections, supplemented by individual service orders would be sufficient to set up a working relationship between the parties.

I hope that this answers your questions. If you have any comments or further questions, please do not hesitate to call. My direct number is (804) 786-7257.

Sincerely,

A handwritten signature in black ink, appearing to read "Rick R. Linker".

Rick R. Linker  
Assistant Attorney General

