UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-Q

☒ **Quarterly Report Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934**
For the quarterly period ended July 31, 2015

OR

☐ **Transition Report Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934**
For the transition period from to
Commission File number 1-8777

VIRCO MFG. CORPORATION
(Exact Name of Registrant as Specified in its Charter)

Delaware	**95-1613718**
(State or Other Jurisdiction of Incorporation or Organization)	**(I.R.S. Employer Identification No.)**
2027 Harpers Way, Torrance, CA	**90501**
(Address of Principal Executive Offices)	**(Zip Code)**

Registrant's Telephone Number, Including Area Code: (310) 533-0474

No change

Former Name, Former Address and Former Fiscal Year, if Changed Since Last Report.

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer	☐		Accelerated filer	☐
Non-accelerated filer	☐	(Do not check if a smaller reporting company)	Smaller reporting company	☒

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☒

The number of shares outstanding for each of the registrant's classes of common stock, as of the latest practicable date:

Common Stock, $.01 par value — 14,998,187 shares as of September 5, 2015.

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PART I. Financial Information

Item 1. Financial Statements

Virco Mfg. Corporation

Condensed Consolidated Balance Sheets

	7/31/2015	1/31/2015	7/31/2014
	(In thousands, except share data)		
	Unaudited (Note 1)		Unaudited (Note 1)
Assets			
Current assets			
Cash	$ 1,490	$ 470	$ 1,130
Trade accounts receivables, net	33,883	10,614	29,414
Other receivables	141	43	47
Income tax receivable	288	267	317
Inventories			
Finished goods	16,998	5,602	20,145
Work in process	13,961	11,487	15,161
Raw materials and supplies	10,827	9,589	9,977
	41,786	26,678	45,283
Deferred tax assets, net	156	156	203
Prepaid expenses and other current assets	1,334	743	1,350
Total current assets	79,078	38,971	77,744
Property, plant and equipment			
Land	1,671	1,671	1,671
Land improvements	851	851	1,189
Buildings and building improvements	46,443	47,047	47,047
Machinery and equipment	107,275	110,060	113,152
Leasehold improvements	1,895	1,909	1,957
	158,135	161,538	165,016
Less accumulated depreciation and amortization	122,849	126,317	128,970
Net property, plant and equipment	35,286	35,221	36,046
Deferred tax assets, net	569	624	305
Other assets	6,953	6,995	6,990
Total assets	$ 121,886	$ 81,811	$ 121,085

See accompanying notes.

Virco Mfg. Corporation

Condensed Consolidated Balance Sheets

	7/31/2015	1/31/2015	7/31/2014
	(In thousands, except share data)		
	Unaudited (Note 1)		Unaudited (Note 1)
Liabilities			
Current liabilities			
Accounts payable	$ 19,240	$ 9,901	$ 20,382
Accrued compensation and employee benefits	4,793	4,199	3,860
Current portion of long-term debt	24,708	3,366	27,545
Deferred tax liabilities	—	—	—
Other accrued liabilities	7,818	3,939	7,293
Total current liabilities	56,559	21,405	59,080
Non-current liabilities			
Accrued self-insurance retention	2,379	1,730	2,020
Accrued pension expenses	27,907	28,986	23,132
Income tax payable	37	42	37
Long-term debt, less current portion	6,153	6,153	6,000
Other accrued liabilities	976	922	1,092
Total non-current liabilities	37,452	37,833	32,281
Commitments and contingencies			
Stockholders' equity			
Preferred stock:			
Authorized 3,000,000 shares, $.01 par value; none issued or outstanding	—	—	—
Common stock:			
Authorized 25,000,000 shares, $.01 par value; issued and outstanding 14,998,187 shares at 7/31/2015 and 14,852,640 at 1/31/2015 and 7/31/2014	150	149	148
Additional paid-in capital	116,385	116,348	116,105
Accumulated deficit	(69,416)	(73,690)	(73,191)
Accumulated other comprehensive loss	(19,244)	(20,234)	(13,338)
Total stockholders' equity	27,875	22,573	29,724
Total liabilities and stockholders' equity	$ 121,886	$ 81,811	$ 121,085

See accompanying notes.

Virco Mfg. Corporation

Condensed Consolidated Statements of Income

Unaudited (Note 1)

	Three months ended	
	7/31/2015	7/31/2014
	(In thousands, except per share data)	
Net sales	$ 61,072	$ 53,042
Costs of goods sold	37,076	32,346
Gross profit	23,996	20,696
Selling, general and administrative expenses	16,055	14,620
Gain on sale of property, plant & equipment	—	—
Restructuring expense	—	62
Operating income (loss)	7,941	6,014
Interest expense, net	453	505
Income (loss) before income taxes	7,488	5,509
Income tax expense (benefit)	38	306
Net income (loss)	$ 7,450	$ 5,203
Net income (loss) per common share:		
Basic	$ 0.50	$ 0.35
Diluted	$ 0.49	$ 0.35
Weighted average shares outstanding:		
Basic	14,887	14,725
Diluted	15,176	14,874

See accompanying notes.

Virco Mfg. Corporation

Condensed Consolidated Statements of Income

Unaudited (Note 1)

	Six months ended	
	7/31/2015	7/31/2014
	(In thousands, except per share data)	
Net sales	$ 84,120	$ 76,425
Costs of goods sold	51,930	47,699
Gross profit	32,190	28,726
Selling, general and administrative expenses	27,097	26,195
Gain on sale of property, plant & equipment	(8)	—
Restructing expense	—	62
Operating income (loss)	5,101	2,469
Interest expense, net	750	834
Income (loss) before income taxes	4,351	1,635
Income tax expense (benefit)	77	287
Net income (loss)	$ 4,274	$ 1,348
Net income (loss) per common share:		
Basic	$ 0.29	$ 0.09
Diluted	$ 0.28	$ 0.09
Weighted average shares outstanding:		
Basic	14,856	14,687
Diluted	15,139	14,839

See accompanying notes.

Virco Mfg. Corporation

Condensed Consolidated Statements of Comprehensive Income (Loss)

Unaudited (Note 1)

	Three months ended	
	7/31/2015	7/31/2014
	(In thousands)	
Net income (loss)	$ 7,450	$ 5,203
Other comprehensive income (loss) :		
Pension adjustments	495	321
Comprehensive income (loss)	$ 7,945	$ 5,524

See accompanying notes.

Virco Mfg. Corporation

Condensed Consolidated Statements of Comprehensive Income (Loss)

Unaudited (Note 1)

	Six months ended	
	7/31/2015	7/31/2014
	(In thousands)	
Net income (loss)	$ 4,274	$ 1,348
Other comprehensive income (loss) :		
Pension adjustments	990	642
Comprehensive income (loss)	$ 5,264	$ 1,990

See accompanying notes.

Virco Mfg. Corporation

Condensed Consolidated Statements of Cash Flows

Unaudited (Note 1)

	Six months ended	
	7/31/2015	7/31/2014
	(In thousands)	
Operating activities		
Net income (loss)	$ 4,274	$ 1,348
Adjustments to reconcile net income (loss) to net cash provided by (used in) operating activities:		
Depreciation and amortization	2,312	2,168
Provision for doubtful accounts	43	60
(Gain) loss on sale of property, plant and equipment	(8)	—
Deferred income taxes	55	275
Stock-based compensation	244	259
Amortization of net actuarial (gain) loss for pension plans, net of tax	990	642
Changes in operating assets and liabilities:		
Trade accounts receivable	(23,312)	(20,978)
Other receivables	(98)	5
Inventories	(15,108)	(17,504)
Income taxes	(27)	(27)
Prepaid expenses and other current assets	(550)	244
Accounts payable and accrued liabilities	13,436	10,324
Net cash provided by (used in) operating activities	(17,749)	(23,184)
Investing activities		
Capital expenditures	(2,375)	(1,904)
Proceeds from sale of property, plant and equipment	8	—
Net cash provided by (used in) investing activities	(2,367)	(1,904)
Financing activities		
Proceeds from long-term debt	31,960	33,545
Repayment of long-term debt	(10,618)	(8,248)
Common stock repurchased	(206)	(130)
Net cash provided by (used in) financing activities	21,136	25,167
Net increase (decrease) in cash	1,020	79
Cash at beginning of year	470	1,051
Cash at end of year	$ 1,490	$ 1,130

See accompanying notes.

VIRCO MFG. CORPORATION

Notes to unaudited Condensed Consolidated Financial Statements

July 31, 2015

Note 1. Basis of Presentation

The accompanying unaudited condensed consolidated financial statements have been prepared in accordance with accounting principles generally accepted in the United States for interim financial information and pursuant to the rules and regulations of the Securities and Exchange Commission. Accordingly, they do not include all of the information and footnotes required by generally accepted accounting principles for complete financial statements. In the opinion of management, all adjustments (consisting of normal recurring accruals) considered necessary for a fair presentation have been included. Operating results for the six months ended July 31, 2015, are not necessarily indicative of the results that may be expected for the fiscal year ending January 31, 2016. The balance sheet at January 31, 2015, has been derived from the audited financial statements at that date, but does not include all of the information and footnotes required by accounting principles generally accepted in the United States for complete financial statements. For further information, refer to the consolidated financial statements and footnotes thereto included in the Company's Annual Report on Form 10-K for the fiscal year ended January 31, 2015 ("Form 10-K"). Certain reclassifications have been made to the prior year statement of operations to conform to the current year presentation. Reclassifications did not have a material impact to the statement of operations. All references to the "Company" refer to Virco Mfg. Corporation and its subsidiaries.

Note 2. Correction of Immaterial Errors

In connection with the preparation of the January 31, 2015 consolidated financial statements, the Company determined that certain payments directly made to customers, which were previously included in selling, general, and administrative expenses, should instead be reflected as decreases to net sales. The current year Condensed Consolidated Statement of Operations properly reflects payments directly made to customers as decreases to net sales. While the amounts included in prior year were considered to be immaterial, the Company elected to revise the presentation of previously reported amounts to be consistent with the presentation for the quarter ended July 31, 2015. The change resulted in decreases to net sales, gross margin and selling, general, and administrative expenses of $150,000 and $297,000 for the three and six months ended July 31, 2014, respectively.

Note 3. Seasonality

The market for educational furniture is marked by extreme seasonality, with approximately 50% of the Company's total sales typically occurring from June to August each year, the Company's peak season. Hence, the Company typically builds and carries significant amounts of inventory during and in anticipation of this peak summer season to facilitate the rapid delivery requirements of customers in the educational market. This requires a large up-front investment in inventory, labor, storage and related costs as inventory is built in anticipation of peak sales during the summer months. As the capital required for this build-up generally exceeds cash available from operations, the Company has historically relied on third-party bank financing to meet cash flow requirements during the build-up period immediately preceding the peak season. In addition, the Company typically is faced with a large balance of accounts receivable during the peak season. This occurs for two primary reasons. First, accounts receivable balances typically increase during the peak season as shipments of products increase. Second, many customers during this period are government institutions, which tend to pay accounts receivable more slowly than commercial customers.

The Company's working capital requirements during and in anticipation of the peak summer season require management to make estimates and judgments that affect assets, liabilities, revenues and expenses, and related contingent assets and liabilities. On an ongoing basis, management evaluates its estimates, including those related to market demand, labor costs, and stocking inventory.

Note 4. New Accounting Standards

In May 2014, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update No. 2014-09, *Revenue from Contracts with Customers* ("ASU 2014-09") an updated standard on revenue recognition. This ASU will supersede the revenue recognition requirements in Accounting Standards Codification Topic 605, *Revenue Recognition*, and most industry-specific guidance. ASU 2014-09 provides enhancements to the quality and consistency of how revenue is reported while also improving comparability in the financial statements of companies reporting using US GAAP and International Financial Reporting Standards. The core principle of the new standard is for companies to recognize revenue to depict the transfer of goods or services to customers in amounts that reflect the consideration to which the Company expects to be entitled in exchange for those goods or services. In doing so the Company may be required to use more judgment and make more estimates than under current authoritative guidance. ASU 2014-09 will be effective for the Company in the first quarter of fiscal

2017 and may be applied on a full retrospective or modified retrospective approach. The Company is currently evaluating the impact the adoption of this standard will have on its consolidated financial statements.

In August 2014, the FASB issued ASU No. 2014-15, *Presentation of Financial Statements-Going Concern (Subtopic 205-40), Disclosure of Uncertainties about an Entity's Ability to Continue as a Going Concern.* This standard sets forth management's responsibility to evaluate, each reporting period, whether there is substantial doubt about our ability to continue as a going concern, and if so, to provide related footnote disclosures. The standard is effective for annual and interim reporting periods ending after December 15, 2016. We are currently evaluating this new standard and expect it to have no impact on our financial position and results of operations.

In April 2015, the FASB issued an Accounting Standards Update that requires reporting entities to present debt issuance costs as a direct deduction from the face amount of that note payable presented in the balance sheet. The Accounting Standards Update is effective for fiscal years, and for interim periods within those fiscal years, beginning after December 15, 2015, with early adoption permitted. A reporting entity is required to apply the amendments in the Accounting Standards Update retrospectively to all prior periods. We are currently assessing the potential impact that the adoption of the Accounting Standards Update will have on our consolidated financial statements.

Note 5. Inventories

Inventories primarily consist of raw materials, work in progress, and finished goods of manufactured products. In addition, the Company maintains an inventory of finished goods purchased for resale. Inventories are stated at lower of cost or market and consist of materials, labor, and overhead. The Company determines the cost of inventory by the first-in, first-out method. The value of inventory includes any related production overhead costs incurred in bringing the inventory to its present location and condition. The Company records the cost of excess capacity as a period expense, not as a component of capitalized inventory valuation.

Management continually monitors production costs, material costs and inventory levels to determine that interim inventories are fairly stated.

Note 6. Debt

Outstanding balances (in thousands) for the Company's long-term debt were as follows:

	7/31/2015	1/31/2015	7/31/2014
		(in thousands)	
Revolving credit line	$ 30,708	$ 9,366	$ 33,545
Other	153	153	—
Total debt	30,861	9,519	33,545
Less current portion	24,708	3,366	27,545
Non-current portion	$ 6,153	$ 6,153	$ 6,000

On December 22, 2011, the Company entered into a Revolving Credit and Security Agreement (the "Credit Agreement") with PNC Bank, National Association ("PNC"). The credit agreement currently matures on December 22, 2017 and has a maximum availability of $50,000,000, including sub-lines for letters of credit and equipment financing. Borrowings under the Credit Agreement bear interest at either the Alternate Base Rate (as defined in the Credit Agreement) plus 0.75% to 1.75% or the Eurodollar Currency Rate (as defined in the Credit Agreement) plus 1.75% to 2.75%. The interest rate at July 31, 2015 was 4%. Approximately $25,595,000 was available for borrowing as of July 31, 2015.

The Credit Agreement prohibits the Company from issuing dividends or making payments with respect to the Company's capital stock, and contains numerous other covenants, including these financial covenants: (1) minimum tangible net worth, (2) fixed charge coverage ratio, and (3) minimum EBITDA amount, in each case as of the end of the relevant monthly, quarterly or annual measurement period. The Company was in compliance with its covenants during the first two quarters of 2015. Pursuant to the Credit Agreement, substantially all of the Company's accounts receivable are automatically and promptly swept to repay amounts outstanding under the Revolving Credit Facility upon receipt by the Company. In addition, the Credit Agreement contains a clean down provision that requires the Company to reduce borrowings under the line to less than $6,000,000 for a period of 60 consecutive days each fiscal year. On June 18, 2015, the Company entered into Amendment No.

10 to the Credit Agreement which, among other things, increased the borrowing availability for the period from June 18, 2015 through August 15, 2015.

The Company believes that the Revolving Credit Facility will provide sufficient liquidity to meet its capital requirements for at least in the next 12 months. Management believes that the carrying value of debt approximated fair value at July 31, 2015 and 2014, as all of the long-term debt bears interest at variable rates based on prevailing market conditions.

Note 7. Income Taxes

The Company recognizes deferred income taxes under the asset and liability method of accounting for income taxes in accordance with the provisions of ASC No. 740, *Accounting for Income Taxes*. Deferred income taxes are recognized for differences between the financial statement and tax basis of assets and liabilities at enacted statutory tax rates in effect for the years in which the differences are expected to reverse. The effect on deferred taxes of a change in tax rates is recognized in income in the period that includes the enactment date. In assessing the realizability of deferred tax assets, the Company considers the scheduled reversal of deferred tax liabilities, projected future taxable income, and tax planning strategies in making this assessment. The ultimate realization of deferred tax assets is dependent upon the generation of future taxable income or reversal of deferred tax liabilities during the periods in which those temporary differences become deductible. Based on this consideration, the Company determined the realization of a majority of the net deferred tax assets do not meet the more likely than not criteria and a valuation allowance was recorded against the majority of the net deferred tax assets at July 31, 2015. The effective tax rate for the quarter ended July 31, 2015 was impacted by the valuation allowance recognized against state deferred tax assets and discrete items associated with non-taxable permanent differences.

The years ended January 31, 2012, January 31, 2014 and subsequent years remain open for examination by the IRS. The fiscal years ended January 31, 2011 and subsequent years remain open for examination by state tax authorities. The Company is not currently under IRS or state examination.

As of July 31, 2015, the Company has $37,000 of uncertain tax positions accrued. The specific timing of when the resolution of each tax position will be reached is uncertain. As of July 31, 2015, we do not believe that there are any positions for which it is reasonably possible that the total amount of unrecognized tax benefits will significantly increase or decrease within the next 12 months.

Note 8. Net Income (Loss) per Share

	Three Months Ended		Six Months Ended	
	7/31/2015	7/31/2014	7/31/2015	7/31/2014
	(In thousands, except per share data)			
Net income (loss)	$ 7,450	$ 5,203	$ 4,274	$ 1,348
Weighted average shares outstanding	14,887	14,725	14,856	14,687
Net effect of dilutive share-based on the treasury stock method using average market price	289	149	283	152
Totals	15,176	14,874	15,139	14,839
Net income (loss) per share - basic	$ 0.50	$ 0.35	$ 0.29	$ 0.09
Net income (loss) per share - diluted	$ 0.49	$ 0.35	$ 0.28	$ 0.09

Note 9. Stock-Based Compensation and Stockholders' Rights

Stock Incentive Plans

The Company's two stock plans are the 2011 Employee Stock Incentive Plan (the "2011 Plan") and the 2007 Employee Incentive Stock Plan (the "2007 Plan"). Under the 2011 Plan, the Company may grant an aggregate of 2,000,000 shares to its employees and non-employee directors in the form of stock options or awards. Restricted stock or stock units awarded under the 2011 Plan are expensed ratably over the vesting period of the awards. The Company determines the fair value of its restricted stock unit awards and related compensation expense as the difference between the market value of the awards on the date of grant less the exercise price of the awards granted. The Company granted 75,174 awards under the 2011 Plan during the three and six month periods ended July 31, 2015. As of July 31, 2015, there were approximately 803,520 shares available for future issuance under the 2011 Plan.

Under the 2007 Plan, the Company may grant an aggregate of 1,000,000 shares to its employees and non-employee directors in the form of stock options or awards. Restricted stock or stock units awarded under the 2007 Plan are expensed ratably over the vesting period of the awards. The Company determines the fair value of its restricted stock unit awards and related compensation expense as the difference between the market value of the awards on the date of grant less the exercise price of the awards granted. The Company granted 0 awards under the 2007 Plan during 2014 and 0 awards under the 2007 Plan during the quarter ended July 31, 2015. As of July 31, 2015, there were approximately 13,075 shares available for future issuance under the 2007 Plan.

Accounting for the Plans

Restricted Stock Unit Awards

The following table presents a summary of restricted stock and stock unit awards at July 31, 2015 and 2014:

			Expense for 3 months ended		Expense for 6 months ended		Unrecognized Compensation Cost at
Date of Grants	**Units Granted**	**Terms of Vesting**	**7/31/2015**	**7/31/2014**	**7/31/2015**	**7/31/2014**	**7/31/2015**
2011 Stock Incentive Plan							
6/22/2015	48,000	4 years	$ 5,000	$ —	5,000	$ —	$ 127,000
6/22/2015	27,174	1 year	13,000	—	13,000	—	62,000
6/24/2014	28,626	1 year	6,000	13,000	25,000	13,000	—
6/24/2014	490,000	5 years	61,000	43,000	125,000	43,000	920,000
12/3/2013	10,000	1 year	—	6,000	—	12,000	—
6/25/2013	71,430	1 year	—	13,000	—	50,000	—
6/19/2012	520,000	5 years	38,000	39,000	77,000	79,000	270,000
2007 Stock Incentive Plan							
6/16/2009	382,500	5 years	—	15,000	—	62,000	—
Totals for the period			$ 123,000	$129,000	$245,000	$259,000	$ 1,379,000

Note 10. Stockholders' Equity

At April 30, 2015, $1.1 million remained available for repurchases of the Company's common stock pursuant to the Company's repurchase program. During the second quarter the Board of Directors terminated the repurchase plan. Prior to the termination of the repurchase plan, the Company did not repurchase any shares of its common stock during the three or six months ended July 31, 2015. Pursuant to the Company's Credit Agreement with PNC, the Company is prohibited from repurchasing any shares of its stock except in cases where a repurchase is financed by a substantially concurrent issuance of new shares of the Company's common stock.

Note 11. Retirement Plans

The Company and its subsidiaries cover certain employees under a noncontributory defined benefit retirement plan, entitled the Virco Employees' Retirement Plan (the "Pension Plan"). Benefits under the Employees Retirement Plan are based on years of service and career average earnings. As more fully described in the Form 10-K, benefit accruals under the Employees Retirement Plan were frozen effective December 31, 2003.

The Company also provides a supplementary retirement plan for certain key employees, the VIP Retirement Plan (the "VIP Plan"). The VIP Plan provides a benefit of up to 50% of average compensation for the last 5 years in the VIP Plan, offset by benefits earned under the Pension Plan. As more fully described in the Form 10-K, benefit accruals under this plan were frozen effective December 31, 2003.

The Company also provides a non-qualified plan for certain former non-employee directors of the Company (the "Non-Employee Directors Retirement Plan"). The Non-Employee Directors Retirement Plan provides a lifetime annual retirement benefit equal to the director's annual retainer fee for the fiscal year in which the director terminated his or her position with the Board, subject to the director having provided 10 years of service to the Company. As more fully described in the Form 10-K, benefit accruals under this plan were frozen effective December 31, 2003.

The net periodic pension cost (income) for the Pension Plan, the VIP Plan, and the Non-Employee Directors Retirement Plan for the three months and six months ended July 31, 2015 and 2014 were as follows (in thousands):

	Three Months Ended					
	Pension Plan		VIP Plan		Non-Employee Directors Retirement Plan	
	7/31/2015	7/31/2014	7/31/2015	7/31/2014	7/31/2015	7/31/2014
Service cost	$ —	$ —	$ —	$ —	$ —	$ —
Interest cost	324	315	105	88	3	4
Expected return on plan assets	(324)	(275)	—	—	—	—
Amortization of transition amount	—	—	—	—	—	—
Recognized (gain) loss due to curtailments	—	—	—	—	—	—
Amortization of prior service cost	—	—	—	—	—	—
Recognized net actuarial (gain) loss	375	284	120	45	—	(8)
Benefit cost	$ 375	$ 324	$ 225	$ 133	$ 3	$ (4)

	Six Months Ended					
	Pension Plan		VIP Plan		Non-Employee Directors Retirement Plan	
	7/31/2015	7/31/2014	7/31/2015	7/31/2014	7/31/2015	7/31/2014
Service cost	$ —	$ —	$ —	$ —	$ —	$ —
Interest cost	648	630	210	176	6	8
Expected return on plan assets	(648)	(550)	—	—	—	—
Amortization of transition amount	—	—	—	—	—	—
Recognized (gain) loss due to curtailments	—	—	—	—	—	—
Amortization of prior service cost	—	—	—	—	—	—
Recognized net actuarial (gain) loss	750	568	240	90	—	(16)
Benefit cost	$ 750	$ 648	$ 450	$ 266	$ 6	$ (8)

Note 12. Warranty Accrual

The Company provides a warranty against all substantial defects in material and workmanship. In 2005 the Company extended its standard warranty from five years to 10 years. Effective February 1, 2014 the Company modified its warranty to a limited lifetime warranty. The new warranty effective February 1, 2014 is not anticipated to have a significant effect on warranty expense. The Company's warranty is not a guarantee of service life, which depends upon events outside the Company's control and may be different from the warranty period. The Company accrues an estimate of its exposure to warranty claims based upon both product sales data and an analysis of actual warranty claims incurred.

The following is a summary of the Company's warranty-claim activity for the three months and six months ended July 31, 2015 and 2014.

	Three Months Ended		Six Months Ended	
	7/31/2015	7/31/2014	7/31/2015	7/31/2014
	(In thousands)			
Beginning balance	$ 950	$ 1,000	$ 950	$ 1,000
Provision	112	83	193	218
Costs incurred	(62)	(83)	(143)	(218)
Ending balance	$ 1,000	$ 1,000	$ 1,000	$ 1,000

Note 13. Subsequent Events

We have evaluated subsequent events to assess the need for potential recognition or disclosure in this Quarterly Report on Form 10-Q. Such events were evaluated through the date these financial statements were issued. Based upon this evaluation, it was determined that, no subsequent events occurred that required recognition or disclosure in the financial statements.

Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations

Results of Operations

For the three months ended July 31, 2015, the Company earned a pre-tax profit of $7,488,000 on sales of $61,072,000 compared to a pre-tax profit of $5,509,000 on sales of $53,042,000 in the prior year.

Net sales for the three months ended July 31, 2015 increased by $8,030,000 or 15.1%. This increase was attributable to increased volume of approximately $6.5 million and the balance attributable to increased selling prices. The Company began the quarter with a backlog of orders that was approximately $420,000 greater than the prior year. Order rates for the quarter increased by approximately 8.5% compared to the prior year. Ending backlog at July 31, 2015 was $39.1 million compared to $40.1 million at the same date last year.

The second quarter results reflected continued increase in seasonality of the Company's business. Many school districts were affected by severe winter storms at the beginning of 2015. These storms affected deliveries in the first quarter, which pushed orders and deliveries into the second quarter. Many of these same districts were required to extend school further into the summer to meet the minimum number of required instruction days, effectively delaying the beginning of the summer delivery window. Other school districts have accelerated the beginning of back to school, also impacting the summer delivery window. Second quarter sales were also impacted by the composition of orders. The Company experienced a $1 million reduction in sales of bond funded project business. The reduction in bond funded project business was offset by growth in business that is traditionally funded by the operating budgets of the schools.

As discussed more fully in the Form 10-K for the fiscal year ended January 31, 2015 ("Form 10-K"), the Company implemented a variety of cost saving initiatives in prior years that have reduced the number of full time employees, among other cost savings. This reduced cost structure has helped the Company reduce operating losses in the seasonally slower first quarter. The reduction in headcount in prior years was concentrated in manufacturing, and included both direct and indirect positions. The Company aggressively shifted to temporary workers to meet the seasonal demand for production and distribution.

Gross margin as a percentage of sales increased to 39.3% for the three months ended July 31, 2015 compared to 39.0% in the same period last year. Gross margin was favorably affected by an increase in selling prices as discussed above, slightly increased overhead absorption as a result of a 4% increase in production hours, and stable costs for raw materials. The improvements in margin were partially offset by increased factory costs to service the shrinking summer delivery window while utilizing more temporary labor. Compared to the second quarter of 2014, the Company started the second quarter of 2015 with $658,000 more inventory, ended the quarter with $3.5 million less inventory, yet supported a 15% increase in shipments, and improved upon the level of customer service.

Selling, general and administrative expenses for the three months ended July 31, 2015 increased by $1,435,000 compared to the same period last year , but decreased as a percentage of sales by 1.3%. The increase in selling, general and administrative expenses was attributable to increased variable freight and service expenses, and increased variable compensation expenses, primarily composed of a $700,000 provision for performance bonuses. These increases were partially offset by a reduction in legal expenses. The prior year included what the Company believes were non- recurring legal costs related to protecting the Company against infringement of certain patents. Interest expense decreased due to decreased levels of borrowing.

For the six months ended July 31, 2015, the Company earned a pre-tax profit of $4,351,000 on net sales of $84,120,000 compared to a pre-tax profit of $1,635,000 on net sales of $76,425,000 in the same period last year. Net sales for the six months ended July 31, 2014 increased by $7,695,000 compared to the same period last year. This increase was the result of a $5 million increase in unit volume and the balance attributable to increased selling prices. The Company began the year with a backlog of orders that was approximately $1.6 million less than the prior year. Order rates for the first six months increased by approximately 7.4% compared to the prior year. Ending backlog at July 31, 2015 was $39.1 million compared to $40.1 million at the same date last year.

Gross margin as a percentage of sales improved to 38.3% for the six months ended July 31, 2015 compared to 37.6% in the same period last year. Gross margin was favorably affected by an increase in selling prices as discussed above, a 1% increase in production rates, and stable raw material costs.

Selling, general and administrative expenses for the six months ended July 31, 2015 increased by approximately $900,000 compared to the same period last year but decreased as a percentage of sales by 2.1%. The increase in selling, general and administrative expenses was attributable to increased variable freight and service expenses, and increased variable compensation expenses, primarily composed of a $700,000 provision for anticipated performance bonuses. These increases were partially offset by a reduction in legal expenses. The prior year included what the Company believes were non-recurring legal costs. Interest expense decreased due to decreased levels of borrowing.

In the first six months of 2015 the Company did not record significant income tax expense / (benefit). During the fourth quarter of 2010 the Company established a valuation allowance on the majority of deferred tax assets. The effective income tax rate for the quarter ended July 31, 2015 was impacted by the valuation allowance and state income and franchise taxes.

Liquidity and Capital Resources

As discussed in the Company's Form 10-K, approximately 50% of the Company's annual sales volume is shipped in June through August. The Company traditionally builds large quantities of inventory during the first quarter of each fiscal year in anticipation of seasonally high summer shipments. In addition, the Company finances a large balance of accounts receivable during the peak season. Accounts receivable increased by $23,312,000 from January 31, 2015 to July 31, 2015. This compares to prior year when accounts receivable grew by $20,978,000 during the same period. The accounts receivable balance was $4,469,000 higher at July 31, 2015 than at July 31, 2014 due to increased sales in the second quarter.

For the first six months, the Company increased inventory by approximately $15,108,000 at July 31, 2015 compared to January 31, 2015. This compares to an increase of $17,504,000 during the same period last year. Inventory at July 31, 2015 was $3,497,000 less than the prior year. The increase in accounts receivable and inventory at July 31, 2015 compared to the January 31, 2015, was financed in part by vendor credit, which naturally increases with increased second quarter business activity, and the balance through the Company's credit facility with PNC Bank.

Interest expense decreased by approximately $84,000 for the six months ended July 31, 2015, compared to the same period last year. The decrease was primarily due to decreased borrowing levels under the Company's line of credit with PNC Bank National Association (“PNC Bank”).

Borrowings under the Company's revolving line of credit with PNC Bank at July 31, 2015 decreased by approximately $2,837,000 compared to the borrowings at July 31, 2014. The Company established a goal of limiting capital spending to less than $3,000,000 for fiscal year 2015, which is less than the Company's anticipated depreciation expense. Capital spending for the six months ended July 31, 2014 was $2,375,000 compared to $1,904,000 for the same period last year. Capital expenditures are being financed through the Company's credit facility with PNC Bank and operating cash flow.

Net cash used in operating activities for the six months ended July 31, 2015, was $17,749,000 compared to $23,184,000 for the same period last year. The decrease in cash used was primarily attributable to an increase net income and an increase in accounts payable and accrued liabilities.

The Company believes that cash flows from operations, together with the Company's unused borrowing capacity with PNC Bank will be sufficient to fund the Company's debt service requirements, capital expenditures and working capital needs for the next twelve months.

Off Balance Sheet Arrangements

None.

Critical Accounting Policies and Estimates

The Company's critical accounting policies are outlined in its Form 10-K. There have been no changes in the quarter ended July 31, 2015.

Forward-Looking Statements

From time to time, including in this Quarterly Report on Form 10-Q for the quarterly period ended July 31, 2015, the Company or its representatives have made and may make forward-looking statements, orally or in writing, including those contained herein. Such forward-looking statements may be included in, without limitation, reports to stockholders, press releases, oral statements made with the approval of an authorized executive officer of the Company and filings with the Securities and Exchange Commission. The words or phrases “anticipates,” “expects,” “will continue,” “believes,” “estimates,” “projects,” or similar expressions are intended to identify “forward-looking statements” within the meaning of the Private Securities Litigation Reform Act of 1995. The results contemplated by the Company's forward-looking statements are subject to certain risks and uncertainties that could cause actual results to vary materially from anticipated results, including without limitation, availability of funding for educational institutions, availability and cost of materials, especially steel, availability and cost of labor, demand for the Company's products, competitive conditions affecting selling prices and margins, capital costs and general economic conditions. Such risks and uncertainties are discussed in more detail in the Company's Form 10-K.

The Company's forward-looking statements represent its judgment only on the dates such statements were made. By making any forward-looking statements, the Company assumes no duty to update them to reflect new, changed or unanticipated events or circumstances.

Item 3. Quantitative and Qualitative Disclosures about Market Risk

Not applicable.

Item 4. Controls and Procedures

Disclosure Controls and Procedures

The Company carried out an evaluation, under the supervision and with the participation of the Company's management, including its Principal Executive Officer along with its Principal Financial Officer, of the effectiveness of the design and operation of disclosure controls and procedures. Based upon the foregoing, the Company's Principal Executive Officer along with the Company's Principal Financial Officer concluded that the Company's disclosure controls and procedures (as such term is defined in Rules 13a-15(e) and 15d-15(e) under the Securities Exchange Act of 1934, as amended) were effective as of the end of the period covered by this Quarterly Report on Form 10-Q.

Changes in Internal Control Over Financial Reporting

There was no change in the Company's internal control over financial reporting during the second fiscal quarter of 2015 that has materially affected, or is reasonably likely to materially affect, the Company's internal control over financial reporting.

PART II — Other Information

Virco Mfg. Corporation

Item 1. Legal Proceedings

The Company has various legal actions pending against it arising in the ordinary course of business which, in the opinion of the Company, are not material in that management either expects that the Company will be successful on the merits of the pending cases or that any liabilities resulting from such cases will be substantially covered by insurance. While it is impossible to estimate with certainty the ultimate legal and financial liability with respect to these suits and claims, management believes that the aggregate amount of such liabilities will not be material to the results of operations, financial position, or cash flows of the Company.

Item 1A. Risk Factors

Not applicable.

Item 2. Unregistered Sales of Equity Securities, Use of Proceeds and Issuer Purchases of Equity Securities

None.

Item 3. Defaults Upon Senior Securities

None.

Item 4. Mine Safety Disclosures

Not applicable.

Item 5. Other Information

None.

Item 6. Exhibits

Exhibit 10.1 - Tenth Amendment to Revolving Credit and Security Agreement, dated as of December 6, 2012, by and among Virco Mfg. Corporation and Virco, Inc., as borrowers, and PNC Bank, National Association, as the lender and administrative agent.

Exhibit 31.1 — Certification of Robert A. Virtue, Chief Executive Officer, pursuant to Rules 13a-14 and 15d-14 of the Securities Exchange Act, as adopted pursuant to section 302 of the Sarbanes-Oxley Act of 2002.

Exhibit 31.2 — Certification of Robert E. Dose, Vice President, Finance, pursuant to Rules 13a-14 and 15d-14 of the Securities Exchange Act, as adopted pursuant to section 302 of the Sarbanes-Oxley Act of 2002.

Exhibit 32.1 — Certification of Principal Executive Officer and Principal Financial Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.

Exhibit 101.INS — XBRL Instance Document.

Exhibit 101.SCH — XBRL Taxonomy Extension Schema Document.

Exhibit 101.CAL — XBRL Taxonomy Extension Calculation Linkbase Document.

Exhibit 101.LAB — XBRL Taxonomy Extension Label Linkbase Document.

Exhibit 101.PRE — XBRL Taxonomy Extension Presentation Linkbase Document.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

VIRCO MFG. CORPORATION

Date: September 11, 2015

By: /s/ Robert E. Dose

Robert E. Dose

Vice President — Finance

TENTH AMENDMENT TO REVOLVING CREDIT AND SECURITY AGREEMENT

This TENTH AMENDMENT TO REVOLVING CREDIT AND SECURITY AGREEMENT (this "**Amendment**") is entered into as of June 18, 2015, by and among VIRCO MFG. CORPORATION, a Delaware corporation ("**VMC**"), VIRCO INC., a Delaware corporation ("**Virco**", and together with VMC, "**Borrowers**" and, each individually, a "**Borrower**"), the financial institutions from time to time party to the Credit Agreement (as defined below) as lenders (collectively, "**Lenders**"), and PNC BANK, NATIONAL ASSOCIATION ("**PNC**"), as administrative agent for Lenders (PNC, in such capacity, "**Agent**"), with respect to the following:

A. Borrowers, Lenders and Agent have previously entered into that certain Revolving Credit and Security Agreement, dated as of December 22, 2011 (as amended, restated or otherwise modified from time to time, the "**Credit Agreement**").

B. Borrowers have requested that Agent and Lenders revise Section 2.1(a)(iii) of the Credit Agreement. Agent and Lenders are agreeable to the Borrowers' requests but only on the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual conditions and agreements set forth in the Credit Agreement, the Loan Documents and this Amendment, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Definitions Incorporated. Initially capitalized terms used but not otherwise defined in this Amendment have the respective meanings set forth in the Credit Agreement, as amended hereby.

2. Amendments to the Credit Agreement. The Credit Agreement is hereby amended as follows:

(a) The following new definitions are hereby added to Section 1.2 of the Credit Agreement in proper alphabetical order to read as follows:

"'**Tenth Amendment**' means the Tenth Amendment to Revolving Credit and Security Agreement dated as of June 18, 2015 among Borrowers, the Lenders party thereto and Agent."

"'**Tenth Amendment Date** means June 18, 2015."

(b) Section 2.1(a)(iii) of the Credit Agreement is hereby amended and restated in its entirety as follows:

"(iii) with respect to each fiscal year of the Borrowers, during the respective period set forth below for such fiscal year, the amount applicable to such period

Period	Amount
January 1 through February 28 (29)	$8,000,000
March	$11,000,000
April	$14,000,000
May	$14,000,000
June	$14,000,000
July	$11,000,000
August 1 through 15	$8,000,000

plus"

3. Amendment Fee. On the date hereof, Borrowers shall pay to Agent, in addition to all other fees and charges set forth in the Credit Agreement, a non-refundable amendment fee of $15,000, which fee may be charged to the Borrowers' Account as a Revolving Advance (the "**Amendment Fee**").

4. Conditions Precedent. The obligations of Agent and Lenders hereunder, and this Amendment, will be effective on the date (the "**Tenth Amendment Effective Date**") of satisfaction of each of the following conditions precedent, each in a manner in form and substance acceptable to Agent:

(a) Representations and Warranties. The representations and warranties contained herein and in the Credit Agreement, as amended hereby, shall be true and correct in all material respects as of the date hereof as if made on the date hereof, except for such representations and warranties limited by their terms to a specific date, in which case each such representation and warranty shall be true and correct in all material respects as of such specific date;

(b) No Default. After giving effect to this Amendment, no Default or Event of Default shall have occurred and be continuing;

(c) Amendment. Borrowers shall have delivered to Agent an executed original of this Amendment;

(d) Fees. Borrowers shall have paid the Amendment Fee, or in Agent's discretion, Agent shall have charged the Amendment Fee to the Borrowers' Account as a Revolving Advance; and

(e) Other. All corporate and other proceedings, and all documents, instruments and other legal matters in connection with the transactions contemplated hereby shall be satisfactory in form and substance to Agent and its counsel.

5. Representations and Warranties. To induce Lenders and Agent to enter into this Amendment, each Borrower represents and warrants to Lenders and Agent as of the date hereof as follows:

(a) Such Borrower has full power, authority and legal right to enter into this Amendment and to perform all its respective Obligations hereunder. This Amendment has been duly executed and delivered by such Borrower and the Credit Agreement, as amended by this Amendment constitutes the legal, valid and binding obligation of such Borrower enforceable in accordance with its terms, except as such enforceability may be limited by any applicable bankruptcy, insolvency, moratorium or similar laws affecting creditors' rights generally. The execution, delivery and performance of this Amendment (i) are within such Borrower's powers, have been duly authorized by all necessary company action, are not in contravention of law or the terms of such Borrower's by-laws, certificate of incorporation, or other applicable documents relating to such Borrower's formation or to the conduct of such Borrower's business or of any material agreement or undertaking to which such Borrower is a party or by which such Borrower is bound, (ii) will not conflict with or violate any law or regulation, or any judgment, order, writ, injunction or decree of any court or Governmental Body, (iii) will not require the Consent of any Governmental Body or any other Person, except those Consents which will have been duly obtained, made or compiled prior to date hereof and which are in full force and effect, and (iv) will not conflict with, nor result in any breach in any of the provisions of or constitute a default under or result in the creation of any Lien except Permitted Encumbrances upon any asset of such Borrower under the provisions of any material agreement, charter document, instrument, by-law or other instrument to which such Borrower is a party or by which it or its property is a party or by which it may be bound.

(b) After giving effect to this Amendment, the representations and warranties contained in the Credit Agreement are true and correct in all material respects except to the extent any such representation or warranty is expressly stated to have been made as of a specific date, in which case each such representation and warranty is true and correct in all material respects as of such specific date, and no Default or Event of Default has occurred and is continuing.

6. Reaffirmation. Except as specifically modified by this Amendment, the Credit Agreement and the other Loan Documents remain in full force and effect in accordance with their respective terms and are hereby ratified, reaffirmed and confirmed by Borrowers.

7. Events of Default. Any failure to comply with the terms of this Amendment will constitute an Event of Default under the Credit Agreement.

8. Integration. This Amendment, together with the Credit Agreement and the Loan Documents, incorporates all negotiations of the parties hereto with respect to the subject matter hereof and is the final expression and agreement of the parties hereto with respect to the subject matter hereof.

9. Severability. If any part of this Amendment is contrary to, prohibited by, or deemed invalid under Applicable Laws, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, but the remainder hereof shall not be invalidated thereby and shall be given effect so far as possible.

10. Submission of Amendment. The submission of this Amendment to the parties or their agents or attorneys for review or signature does not constitute a commitment by Agent or Lenders to amend or otherwise modify any of the provisions of the Credit Agreement and this Amendment shall have no binding force or effect until the Tenth Amendment Effective Date.

11. Counterparts; Facsimile Signatures. This Amendment may be executed in any number of and by different parties hereto on separate counterparts, all of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same agreement. Any signature delivered by a party by facsimile transmission shall be deemed to be an original signature hereto.

12. Governing Law. This Amendment is a Loan Document and is governed by the Applicable Law pertaining in the State of New York, other than those conflict of law provisions that would defer to the substantive laws of another jurisdiction. This governing law election has been made by the parties in reliance on, among other things, Section 5-1401 of the General Obligations Law of the State of New York, as amended (as and to the extent applicable), and other Applicable Law.

13. Successors and Assigns. This Amendment shall be binding upon and inure to the benefit of Borrowers, Lenders, Agent, and all future holders of the Obligations and their respective successors and assigns, except that no Borrower may assign or transfer any of its rights or obligations under this Amendment without the prior written consent of Agent.

14. Attorneys' Fees; Costs. Borrowers agree to promptly pay, upon written demand, all reasonable and documented attorneys' fees and costs incurred in connection with the negotiation, documentation and execution of this Amendment. If any legal action or proceeding shall be commenced at any time by any party to this Amendment in connection with its interpretation or enforcement, the prevailing party or parties in such action or proceeding shall be entitled to reimbursement of its reasonable attorneys' fees and costs in connection therewith, in addition to all other relief to which the prevailing party or parties may be entitled.

15. Jury Trial Waiver. To the extent not prohibited by applicable law, each party to this Amendment hereby expressly waives any right to trial by jury of any claim, demand, action, or cause of action (a) arising under this Amendment or any other instrument, document, or agreement executed or delivered in connection herewith, or (b) in any way connected with or related or incidental to the dealings of the parties hereto or any of them with respect to this Amendment or any other instrument, document, or agreement executed or delivered in connection herewith, or the transactions related hereto or thereto in each case whether now existing or hereafter arising, and whether sounding in contract or tort or otherwise and each party hereto hereby consents that any such claim, demand, action, or cause of action shall be decided by court trial without a jury, and that any party to this Amendment may file an original counterpart or a copy of this Section with any court as written evidence of the consents of the parties hereto to the waiver of their right to trial by jury. Without limiting the applicability of any other provision of the Credit Agreement, the terms of Article XII of the Credit Agreement shall apply to this Amendment.

16. Total Agreement. This Amendment, the Credit Agreement, and the other Loan Documents contain the entire understanding among Borrowers, Lenders and Agent and supersede all prior agreements and understandings, if any, relating to the subject matter hereof. Any promises, representations, warranties, or guarantees not herein contained and hereinafter made have no force and effect unless in writing, signed by Borrowers' and Agent's respective officers. Neither this Amendment nor any portion or provisions hereof may be changed, modified, amended, waived, supplemented, discharged, cancelled, or terminated orally or by any course of dealing, or in any manner other than by an agreement in writing, signed by the party to be charged. Each Borrower acknowledges that it has been advised by counsel in connection with the execution of this Amendment and the other Loan Documents and is not relying upon oral representations or statements inconsistent with the terms and provisions of this Amendment.

[Remainder of Page Intentionally Left Blank]

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

VIRCO MFG. CORPORATION,
a Delaware corporation, as a Borrower

By:
Name: Robert E. Dose
Title: Vice President

VIRCO INC.,
a Delaware corporation, as a Borrower

By:
Name: Robert E. Dose
Title: Vice President

PNC BANK, NATIONAL ASSOCIATION,
as Lender and as Agent

By:
Name: Jeanette Vandenbergh
Title: Senior Vice President

Exhibit 31.1

CERTIFICATIONS

I, Robert A. Virtue, certify that:

1. I have reviewed this Form 10-Q of Virco Mfg. Corporation;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

(a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

(b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

(c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

(d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

(a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

(b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

/s/ Robert A. Virtue

Robert A. Virtue

Chief Executive Officer and Chairman of the Board

(Principal Executive Officer)

Date: September 11, 2015

Exhibit 32.1

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

Each of the undersigned hereby certifies, in his capacity as an officer of Virco Mfg. Corporation (the “Company”), for purposes of 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that to his own knowledge:

- The Quarterly Report of the Company on Form 10-Q for the period ended July 31, 2015, fully complies with the requirements of Section 13(a) of the Securities Exchange Act of 1934; and
- The information contained in such report fairly presents, in all material respects, the financial condition and results of operation of the Company.

Date: September 11, 2015

/s/ Robert A. Virtue

Robert A. Virtue

Chief Executive Officer and Chairman of the Board

(Principal Executive Officer)

/s/ Robert E. Dose

Robert E. Dose
Vice President — Finance, Secretary and Treasurer
(Principal Financial Officer)

A signed original of this written statement required by Section 906 has been provided to Virco Mfg. Corporation and will be retained by Virco Mfg. Corporation and furnished to the Securities and Exchange Commission or its staff upon request.