

ASHEBORO CITY BOARD OF EDUCATION

March 14, 2019

7:30 p.m.

North Asheboro Middle School Theater

6:00 p.m. – Budget Planning Meeting

6:45 p.m. – Policy Committee Meeting

7:10 p.m. – Finance Committee Meeting

I. Opening

- A. Call to Order
- B. Moment of Silence
- C. Pledge of Allegiance – Ms. Gidget Kidd, Chairman
- *D. Approval of Agenda

II. Special Recognition and Presentations

- A. Community Spotlight – Ms. Annette Pearson, Covenant Christian Church – Ms. Leigh Anna Marbert
- B. Board Spotlight – Early Childhood Development Center – Ms. Holly White, Ms. Joy Ivan, Ms. Staci Causey, and students

III. Public Comments

- A. Citizens who signed up to address the Board will be called on to make comments. Each individual speaker will be allowed 3 – 5 minutes for remarks. Issues or concerns involving personnel matters are not appropriate for the public comment setting.

IV. *Consent Agenda

- A. Approval of Minutes – February 21, 2019
- B. Bank Signature Card
- C. Policies for Approval
 - Policy 6560 - Disposal of Surplus Property
 - Policy 7130 - Licensure
 - Policy 7300 - Staff Responsibilities
 - Policy 7730 - Employee Conflict of Interest
 - Policy 7920 - Reduction in Force: Teachers and School Administrators
 - Policy 9110 - Use and Selection of Architects, Engineers, Surveyors, and Construction Managers at Risk
 - Policy 9115 – Prequalification of Bidders for Construction Projects
 - Policy 9120 – Bidding for Construction Work
 - Policy 9125 – Participation by Minority Businesses
- D. Personnel
- E. Budget Transfer Report
- F. Smith Sinnett Contract for Phase II (HVAC and Kitchen Renovations)

V. Information, Reports, and Recommendations

- A. Innovative and Digital Learning Opportunities for Students – Mr. Anthony Woodyard
- B. Resiliency Training Update – Mr. D. R. Cash
- C. School Calendar for 2020-2021 will be presented for 30-Day Review – Mr. D.R. Cash

VI. Superintendent's Report / Calendar of Events

- A. Points of Pride and Calendar of Events – Ms. Leigh Anna Marbert
- B. 2018-2019 Board Goals, March Update – Dr. Terry Worrell, Superintendent

VII. Board Operations – Chairman Gidget Kidd

A. Important Dates to Remember:

- National School Boards Association Conference – March 30 – April 1
- STEAM Competitions – April 2:
 - Secondary – 9:30 a.m. to 2 p.m. – AHS Media Center
 - Elementary – 12 to 4 p.m. – AHS New Gymnasium
- North Asheboro Middle School's 50th Anniversary Celebration – April 26 – 1 to 3 p.m.

VIII. Adjournment

*Item(s) requires action/approval by the Board of Education

Asheboro City Schools' Board of Education meetings are paperless. All information for the board meetings may be viewed at <http://www.asheboro.k12.nc.us> under Board of Education the Friday following the board meeting.

ASHEBORO CITY BOARD OF EDUCATION

March 14, 2019

7:30 p.m.

North Asheboro Middle School Theater

Addendum

6:00 p.m. – Budget Planning Meeting

6:45 p.m. – Policy Committee Meeting

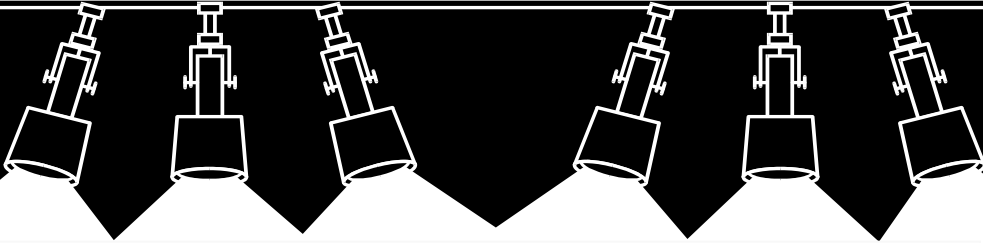
7:10 p.m. – Finance Committee Meeting

- I. Opening**
- II. Special Recognition and Presentations**
- III. Public Comments**
- IV. *Consent Agenda**
 - D. Personnel Addendum**
 - G. Budget Amendment F-03**
- V. *Action Items (Section Added)**
 - A. Calendar Resolution – Dr. Terry Worrell, Superintendent**
 - B. Asheboro High School Walker Road Easement – Dr. Terry Worrell, Superintendent**
- VI. Information, Reports, and Recommendations**
- VII. Superintendent’s Report / Calendar of Events**
- VIII. Board Operations – Chairman Gidget Kidd**
 - B. Board Member Resignation**
 - C. Recognition of Past Board Chairman Kyle Lamb**
- IX. Adjournment**

*Item(s) requires action/approval by the Board of Education

Asheboro City Schools' Board of Education meetings are paperless. All information for the board meetings may be viewed at <http://www.asheboro.k12.nc.us> under Board of Education the Friday following the board meeting.

March 14, 2019



Community Partner Spotlight:

The Community Partner Spotlight for March was selected by Holly White and her team of educators at Asheboro City Schools' five-star Early Childhood Development Center. The center would like to recognize Annette Pearson with Covenant Christian Church in Asheboro. Ms. Pearson, along with the church's congregation, serve as ECDC's faith-based partner. This past school year, the church has adopted the staff at ECDC, showering them with an out-pouring of love and support. The church has given small tokens of appreciation during American Education Week and provided breakfast and other refreshments on numerous occasions. Their support has helped to uplift, motivate, and increase morale among the staff members at ECDC.

Board Spotlight:

Holly White, along with teachers Joy Ivan and Staci Causey, will share an initiative this year involving teaching science through a number of hands-on projects that integrate math, literacy, and art. They will be joined by ECDC students who are excited to share their work with board members.

Asheboro City Board of Education
February 21, 2019
North Asheboro Middle School Theater

A special joint meeting with The Randolph County Board of Commissioners and Asheboro City Board of Education was held prior to the regularly-scheduled Board of Education meeting at 7:30 p.m. Chairman Kidd welcomed all in attendance and recognized Darrell Frye, Randolph County Board of Commissioners Chair, who called the meeting to order at 6:00 p.m. In attendance were:

Randolph County Board of Commissioners:

Darrell Frye, Chair
Kenny Kidd
Hope Haywood

David Allen, Vice Chair
Maxton McDowell

Hal Johnson, Randolph County Manager
Dana Crisco, Deputy Clerk to the Board

Will Massie, Finance Officer

Asheboro City Board of Education:

Gidget Kidd, Chair
Gustavo Agudelo
Baxter Hammer
Dr. Beth Knott
Gwen Williams

Phillip Cheek, Vice Chair
Linda Cranford
Joyce Harrington
Michael Smith

Dr. Terry Worrell, Superintendent
Harold Blair, Assistant Superintendent/Finance Director
Sandra Spivey, Senior Staff Accountant
Kristen Wright, Assistant Finance Officer
Dr. Aaron Woody, Assistant Superintendent of Curriculum and Instruction
Ed Keller, Director Maintenance and Facilities
Anthony Woodyard, Director of Technology and Innovation
Carla Freemyer, Executive Director of Human Resources
Patsy Nichols, Acting Clerk to the Board
Leigh Anna Marbert, Public Information Officer

Mr. Keller presented an update on Asheboro City Schools construction project which includes upgrades, improvements, and additions which are needed to accommodate the student population. It was emphasized that the average age of the school buildings is 57+ years and that the system is at a critical point in maintaining the facilities including the replacement of aged/outdated equipment including HVAC, electrical, and plumbing at all sites.

Representatives from Smith Sinnett Architecture also presented slides showing progress being made to renovation projects and completion dates of the phases.

General discussion and questions followed the presentation.

The meeting was adjourned at 6:27 p.m.

Finance Committee:

The Finance Committee convened at 6:50 p.m. in the North Asheboro Middle School Theater.

Board Members Attending:

Gidget Kidd
Linda Cranford

Baxter Hammer
Gus Agudelo

Joyce Harrington
Phillip Cheek

Staff Members Attending:

Harold Blair
Dr. Terry Worrell, Superintendent

Sandra Spivey

Kristen Wright

Mr. Blair reviewed budget amendments S-02, CO-02, F-02 and E-01. The State Public School Fund budget amendment includes funds for state legislated bonuses. The Capital Outlay Fund budget amendment includes the grant received by Lindley Park from Randolph Health Community Foundation and funds to replace an engine in an activity bus. The Federal Funds budget amendment includes adjustments to the actual allotments received. The Enterprise Fund budget amendment includes after school instructional and catering services offered in our district.

Mr. Blair also reviewed the Budget Transfer report. This report shows budget transfers as allowed by the Budget Resolution.

Mr. Blair talked about the new Financial Transparency website that is being developed. This website is in a testing period. Finance officers have been asked to verify the data.

Mr. Blair reviewed the results from the audit conducted by the NC Department of Public Instruction of our Career and Technical Education program.

There being no further business, the meeting adjourned at 7:29 p.m.

Board of Education Meeting

The Asheboro City Board of Education met in open session in the theater at North Asheboro Middle School with the following members present:

Gidget Kidd, Chair
Linda Cranford
Dr. Beth Knott
Gwen Williams

Phillip Cheek, Vice Chair
Baxter Hammer
Archie Priest, Jr.
Scott Eggleston, Attorney

Gus Agudelo
Joyce Harrington
Michael Smith

Staff members present:

Dr. Terry Worrell, Superintendent
Dr. Drew Maerz
Harold Blair
Robin Harris

Dr. Aaron Woody
D.R. Cash
Leigh Anna Marbert
Jordi Roman

Anthony Woodyard
Dr. Cayce Favasuli
Carla Freemyer
Ed Keller

Opening

Chairman Kidd called the meeting to order at 7:40 p.m. and welcomed all in attendance.

Following a moment of silence, A'Mya Mosby and Dean Suarez, South Asheboro Middle School students, led the Pledge of Allegiance.

Upon motion by Mr. Hammer, seconded by Mr. Agudelo, the Board unanimously approved the meeting agenda.

Special Recognition and Presentations

Community Partner Spotlight: Leigh Anna Marbert, Public Information Officer, recognized Ms. Tammy Bennett, with Insight Human Services, as South Asheboro Middle School's Community Partner. Ms. Bennett spends time with students each week, teaching and mentoring them in the areas of social and communication skills and shares vital information with them.

Board Spotlight: The South Asheboro Middle School International Club presented information during the Board Spotlight. South Asheboro Middle School students and teachers presented to the Board why they joined the club and why they remain in the club.

Public Comments

Chairman Kidd opened the floor to public comments. There were no requests to address the Board.

Consent Agenda

Upon motion by Ms. Williams, and seconded by Mr. Smith, the following items under the Consent Agenda were unanimously approved:

A. Approval of Minutes – January 8, 2019, Legislative Committee Meeting; January 10, 2019, Board of Education Meeting; January 18, 2019, Legislative Breakfast Meeting; January 30, 2019, Board of Education Special Session; and February 2, 2019, Board of Education Winter Retreat

***B.** Overnight Field Trip Requests:

- Asheboro High School Chorus; March 14, 2019; Wake Forest University
- Asheboro High School DECA; March 14-16, 2019; Sheraton Center, Greensboro
- South Asheboro Middle School Student Council; March 15-17, 2019; Roanoke Rapids High School
- Lindley Park Elementary 5th Grade; April 4-5, 2019; Camp Caraway
- Asheboro High School Chorus; April 26-27, 2019; Charlotte Convention Center

***C.** City Schools Consortium Agreement

***D.** Budget Amendments: S-02, CO-02, F-02, and E-01

E. Personnel Actions:

I. RESIGNATIONS/RETIREMENT/SEPARATIONS

LAST	FIRST	SCH	SUBJECT	EFFECTIVE
Blair	Harold	CO	Assistant Superintendent Business & Finance	2/28/2019
Jarmon	Shay	LP	After School Program Assistant (part-time)	1/23/2019
Petersen	Sharon	DLL	Media Specialist	1/18/2019
Lucas	Deborah	AHS	Custodian	6/28/2019
Russell	Carrie	ECDC	After School Program Assistant	2/12/2019

II. APPOINTMENTS

Betty	Eric	DLL/SAMS	Custodian	2/4/2019
Grant	Cathie	GBT	Tutor (part-time)	2/11/2019- 5/28/2019
Lancianese	Toni	CO	Administrative Assistant/Human Resources	2/25/2019

Spivey	Sandra	CO	Interim Finance Officer	2/22/2019
Syriac	Renee	CO	Bus Driver	1/16/2019
Wilkins	Cynthia	DLL	After School Program Assistant (part-time)	3/4/2019
Wysong	Brandon	TBD	Elementary Teacher	8/8/2019
Beane	Bill	AHS	Non-faculty Coach/Baseball Assistant	2/15/2019
Coleman	Billie	CO	Substitute/\$103 per day	2/25/2019
Contreras	Zenaida	CO	Bus Drive	2/19/2019
Crute	Glory	CO	Substitute/\$80 per day	2/25/2019
Grantham	Ashleigh	CO	Substitute/\$80 per day	2/25/2019
Hancock	Kimberly	CO	Substitute/\$80 per day	2/25/2019
Lee	Danny	AHS	Non-faculty Coach/Softball Assistant	2/14/2019
Malta	Danielle	NAMS	Exceptional Children	3/4/2019
Morehart	Jana	CO	Substitute/\$80 per day	2/25/2019
Poindexter	Rikki Beth	CO	Substitute/\$80 per day	2/25/2019
Redmon	Nicole	CO	Substitute/\$80 per day	2/25/2019
Russell	Sarah	CO	Substitute/\$80 per day	2/25/2019
Spivey	Sandra	CO	Finance Officer	3/1/2019

III. LEAVES OF ABSENCE

Hupp	Alexa	ECDC	After School Program Assistant	1/28/2019- 8/23/2019
------	-------	------	--------------------------------	-------------------------

IV. TRANSFERS

LaClair	Jennifer	AHS	LTIP to Exceptional Children	2/25/2019
Tuft	Christopher	BAL	Interim Principal to Principal	2/22/2019
Westhoff	Kelly	DLL to GBT	After School Program Asst. to Instructional Asst.	1/28/2019

*F. Beginning Teacher Support Plan (Amended)

*G. Summer Academy Plan

*H. Policies for Approval:

- Policy 4370 - Student Discipline Hearing Procedures
- Policy 4400 - Attendance
- Policy 6125 - Administering Medicines to Students
- Policy 6140 - Student Wellness
- Policy 6305 - Safety and Student Transportation Services
- Policy 7405 - Extracurricular and Non-Instructional Duties

*I. Public School Building Capital Fund – NC Education Lottery Application

*J. Signature Card – Finance Office

*A copy is made a part of these minutes.

Action Items

A. Jim O'Rourke, North Carolina School Boards Association, presented two deadline proposals for accepting applications for the new superintendent. The Board unanimously approved the following:

- Application Deadline Option 1 – April 22, 2019 (motion by Mr. Smith/seconded by Mr. Cheek)
- Advertising on AASA website for 60 days (motion by Ms. Cranford/seconded by Mr. Agudelo)
- Application to be used in the search (motion by Mr. Cheek/seconded by Mr. Agudelo)
- Community Survey (motion by Mr. Agudelo/seconded by Mr. Smith)
- Staff Survey (motion by Mr. Hammer/seconded by Mr. Agudelo)

*B. Ms. Robin Harris presented the Targeted Support and Improvement Plans. Upon motion by Mr. Hammer, seconded by Mr. Cheek, the plans were unanimously approved as submitted.

*A copy is made a part of these minutes.

Information, Reports and Recommendations

A. Dr. Drew Maerz presented the following policies for 30-day review:

- Policy 6560 - Disposal of Surplus Property
- Policy 7130 - Licensure
- Policy 7300 - Staff Responsibilities

- Policy 7730 - Employee Conflict of Interest
- Policy 7920 - Reduction in Force: Teachers and School Administrators
- Policy 9110 - Use and Selection of Architects, Engineers, Surveyors, and Construction Managers at Risk
- Policy 9115 – Prequalification of Bidders for Construction Projects
- Policy 9120 – Bidding for Construction Work
- Policy 9125 – Participation by Minority Businesses

B. Ms. Robin Harris reported on the Title IV-A- After School Programs

Superintendent’s Report/Calendar of Events

A. Ms. Leigh Anna Marbert, Public Information Officer, shared the *Calendar of Events* noting the next Board of Education meeting will be on March 14, 2019, in the North Asheboro Middle School Theater. There will be a Budget Planning Meeting at 6 p.m. prior to the Policy Committee Meeting at 6:45 p.m. She also reviewed the latest edition of *Points of Pride*.

B. Superintendent Worrell presented an update on the 2018-2019 Board Goals:

- Elementary teachers continued with (face-to-face/CANVAS) writing professional development module 3 for February.
- Elementary IFs and administration have met with grade-level teams to review mClass MOY assessment date; check-in data for fourth and fifth grades; and determined next steps in adjusting instruction.
- MTSS Intervention Matrix for each grade level has been created and regularly updated.
- Elementary director participates regularly in CASA meetings at several elementary schools.
- Elementary teachers completed part 1 and part 2 of Canvas Writing in the Content Area course.
- The elementary cohort developed Standard Protocols for ELA during the 01/10/19 afternoon professional development session.
- Mid-year screening using AIMSWEB was conducted in February 2019.
- Schools will consider dual-language programs for the 2020-2021 school year. Information sessions have been held at elementary schools.
- After school conversational Spanish programs have been developed for all five elementary schools.
- In December, the EL director and lead teacher provided professional development on scaffolding Academic Discourse for ELs to Administrative Leadership Team.
- EL leaders attended EL Coordinators meeting in Raleigh in January 2019 to receive updates and training in how to meet ESSA EL progress goals.
- EL Lead Teacher attended a two-day conference with Kate Kinsella, author of Academic Vocabulary Toolkit, and received materials to share with district’s EL team.
- During second semester, the district’s EL team is doing a book study on Special Education.
- EL team will provide training during the mandatory work day March 29 on oracy and EL best practices.

Board Operations

A. The Board thanked Mr. Harold Blair for his many years of service to Asheboro City Schools and presented him with a retirement gift.

Executive Session

Upon motion by Mr. Smith, seconded by Mr. Agudelo, and unanimously carried, the Board approved to reconvene in executive session under NC General Statute 143-318.11.A1, to prevent disclosure of information that is privileged or confidential pursuant to the law of this State or of the United States, or not considered a public record within the Meaning of Chapter 132 of the General Statutes to review a personnel issue at 9:27 p.m..

Upon motion by Ms. Harrington, seconded by Mr. Hammer, and unanimously carried, the Board opened executive session at 9:41 p.m. to discuss a personnel issue.

Upon motion by Ms. Cranford, seconded by Ms. Harrington, and unanimously carried, the Board moved to adjourn executive session at 10:28 p.m. and return to open session.

Adjournment

There being no further business and upon motion by Ms. Cranford, seconded by Mr. Agudelo, and unanimously approved, the meeting was adjourned at 10:29 p.m.

Chairman

Secretary

CERTIFIED RESOLUTIONS OF ASSOCIATION OR SIMILAR UNINCORPORATED ORGANIZATION

Deposit Accounts, Loan and Services Agreement



I, Dr. Terry Worrell, hereby certify that I am the duly elected and qualified secretary of Asheboro City Board of Education, an unincorporated association, and as such officer the keeper of its records, and that at a regular called meeting of the Asheboro City Board of Education of such association, held on the 14th day of March, 2019, at which a quorum was present, the following were elected to the office opposite their respective names and the following resolutions were adopted, and that such persons are now such officers of said association and that said resolutions are now in full force and effect:

The following officers were duly elected to serve for the ensuing year or until their respective successor shall be elected and duly qualified:

Officer Name:			
Home Address:	City:	State:	Zip:

Officer Name:			
Home Address:	City:	State:	Zip:

Officer Name:			
Home Address:	City:	State:	Zip:

The following resolutions were adopted and are now in full force and effect:

1. BANK DEPOSITORY. RESOLVED, that **Capital Bank**, a div of **First Tennessee Bank N.A.** ("Bank") is hereby designated as a depository of this association and that an account or accounts, for and on behalf of this association, be revised or opened and operated in said Bank in the name of

Account Name:	Asheboro City Schools Child Nutrition	Account Number:	220000003262
---------------	---------------------------------------	-----------------	--------------

2. AUTHORIZED SIGNERS FOR DEPOSIT ACCOUNT. RESOLVED, that delivery to Bank of funds, checks, drafts or other property, with or without endorsement, and if endorsed, in whatever manner effected, unless specifically restricted, shall be authority to said Bank to place the same to the credit of the association under the terms set forth in the Bank's Depository Agreement, and such credits may be withdrawn by check, draft, debit card or other order of withdrawal executed for the association by any of the following signers, even though the association may have a requirement for more than one signature, with the understanding that Bank shall be under no obligation to see or make inquiry as to the application of the funds so withdrawn, even though such withdrawal order may be payable to the agent of the association executing same and funds be withdrawn for personal use:

Title	Typed Name	Signer's SSN	Signature
Finance Officer	Sandra Spivey		
Superintendent	Dr. Terry Worrell		

CERTIFIED RESOLUTIONS OF ASSOCIATION OR SIMILAR UNINCORPORATED ORGANIZATION

Deposit Accounts, Loan and Services Agreement



3. **AUTHORIZED FOR INFORMATION ONLY. RESOLVED**, that Bank is authorized to release account information to the following person(s) upon request or inquiry.

Title	Typed Name	Signer's SSN	Signature
N/A			

4. **FACSIMILE SIGNATURES. RESOLVED**, that Bank is authorized and directed to honor checks, drafts and other instruments on said account which bear or purport to bear the facsimile signature(s) appearing below, and Bank is entitled to charge said account regardless of by whom or by what means a facsimile signature may be affixed **if** such signature resembles the following:

Title	Typed Name	Facsimile Specimen
N/A		

5. **LOANS. RESOLVED**, that any _____ of the following officers of the association (is) (are jointly) authorized at any time, until this authority shall be revoked by proper action of the association and official notice thereof given in writing to Bank, to effect loans or other credit extensions from the Bank for the association, including renewals, modifications or extensions, to pledge, mortgage, hypothecate, or in any other manner create a lien upon the assets of the association as collateral and security for any such loans or other obligations owned by the association to the Bank, and to execute any related documents required by the Bank, the Bank being under no obligation to observe or inquire as to application of any proceeds.

Name	Officer or Title
N/A	

CERTIFIED RESOLUTIONS OF ASSOCIATION OR SIMILAR UNINCORPORATED ORGANIZATION

Deposit Accounts, Loan and Services Agreement



6. SERVICES AGREEMENTS. *RESOLVED*, that any one _____ of the following officers of the association (is) (are jointly) authorized to sign agreements under which Bank provides certain services:

Title	Typed Name	Signature
Finance Officer	Sandra Spivey	

IN WITNESS WHEREOF, I hereunto affix my signature on this the ____ day of _____, _____.

Secretary Name: Dr. Terry Worrell	Secretary Signature:
--	----------------------

APPROVED (•)

Officer Title	Typed Name	Officer Signature

*If these resolutions authorized the Secretary to withdraw or borrow funds, the signature of another officer of the organization above confirms the Secretary's authorization to do so.

Policies
For
Approval

When personal property becomes unnecessary and undesirable for public school purposes, the school district will sell or dispose of the property in order to provide additional revenue for educational purposes, in accordance with the requirements of G.S. 115C-518 and G.S. 160A, article 12. Equipment and supplies acquired under a federal award will be disposed of in accordance with the terms and conditions of the federal award, all applicable requirements of federal law and regulation, and the provisions of this policy not inconsistent with such requirements.

Contracts for the sale or disposal of surplus property must be consistent with G.S. 147, art. 6E and 6G. Before any property may be sold or disposed of, it must be removed from the appropriate fixed asset inventory.

The superintendent or designee shall ensure that any confidential, proprietary, or other identifying information is removed from surplus property prior to disposition. In addition, the disposal of any equipment or other property through waste management services must be done in a manner consistent with environmental or other relevant rules and regulations.

A. PROPERTY WORTH LESS THAN \$30,000

Pursuant to G.S. 160A-266(c), the board permits the superintendent or designee to dispose of personal property worth less than \$30,000 for a single item or group of similar items; to set the property's fair market value; and to convey title to the property for the board of education. Prior to disposition, the superintendent or designee must make a finding that the property is no longer necessary or desirable for school use.

Property covered by this section may be disposed of through a public or private exchange or sale. Pursuant to G.S. 160A-270(c), the board delegates to the superintendent or designee the authority to conduct electronic auctions of surplus property. The superintendent or designee shall choose or recommend a method of disposal that is designed to obtain a fair market value for the property in the most efficient and economical manner possible and is in the best interest of the school system, as determined by the superintendent or designee.

The superintendent shall provide a semiannual report to the board detailing such transactions. The report must include: (1) a general description of the property sold or exchanged; (2) the name of the person(s) to whom the property was sold or with whom it was exchanged; and (3) the amount of money or other consideration received for each sale or exchange.

B. PROPERTY WORTH \$30,000 OR MORE

Property worth at least \$30,000 will be disposed of pursuant to the requirements of G.S. 160A, article 12.

Property will be disposed of pursuant to the requirements of G.S. 160A, article 12.

Legal References: 2 C.F.R. 200.313-200.314; G.S. 115C-518; 160A, art. 12; 160A-226

Cross References: Inventory of Fixed Assets (policy 8350)

Adopted: May 10, 2007

The board intends to comply fully with all licensure requirements of the Elementary and Secondary Education Act, state law, and State Board of Education policies.

A. LICENSURE AND OTHER QUALIFICATION REQUIREMENTS

1. Except as otherwise permitted by the State Board of Education or state law, a professional employee must hold at all times a valid North Carolina license appropriate to his or her position.
2. To the extent possible, all professional teaching assignments will be in the area of the professional employee's license except as may be otherwise allowed by state and federal law and State Board policy.
3. The board may employ candidates entering the teaching profession from other fields who hold a residency license or emergency license.
4. In extenuating circumstances when no other appropriately licensed professionals or persons who are eligible for a residency license are available to fill a position, the board may employ an individual who holds a permit to teach issued by the State Board of Education.

B. EXCEPTIONS TO LICENSURE REQUIREMENTS

1. Adjunct CTE Instructors

An unlicensed individual who meets the adjunct hiring criteria established by the State Board of Education for a specific career and technical education (CTE) career cluster may be employed as an adjunct CTE instructor for up to 10 hours per week, provided the individual first completes preservice training and meets all other statutory requirements for serving as an adjunct instructor established by G.S. 115C-157.1.

2. Adjunct Instructors in Core Academic Subjects

In accordance with G.S. 115C-298.5, an unlicensed faculty member of a higher education institution who meets the adjunct hiring criteria established by the State Board of Education may be employed as a temporary adjunct instructor for specific core academic subjects, provided the individual first completes preservice training and meets all other statutory and State Board of Education requirements.

3. Interim Principals

A retired former principal or assistant principal may be employed as an interim principal for the remainder of any school year, regardless of licensure status. Return to Work After Retirement rules in the Teachers' and State Employee's Retirement System Handbook must be followed.

C. BEGINNING TEACHER SUPPORT PROGRAM

The superintendent or designee shall develop a plan and a comprehensive program for beginning teacher support. The plan must be approved by the board and kept on file for review. The superintendent or designee shall submit an annual report on the Beginning Teacher Support Program to the Department of Public Instruction (DPI) by October 1 of each year. The report must include evidence of demonstrated proficiency on the Beginning Teachers Support Program Standards and evidence of mentor success in meeting Mentor Standards. The school system will also participate in implementing a regionally-based annual peer review and support system.

Teachers with fewer than three years of teaching experience will be required to participate in the Beginning Teacher Support Program.

D. LICENSE CONVERSION

Teachers must meet all requirements of the State Board of Education in order to move from an initial to a continuing professional license. Licensing is a state decision and cannot be appealed at the local level. The superintendent or designee shall ensure that teachers not qualifying for continuing professional licensure are informed of the process for appealing the state decision.

E. LICENSE RENEWAL

Licensure renewal is the responsibility of the individual, not of the school system. Any employee who allows a license to expire must have it reinstated prior to the beginning of the next school year. A teacher whose license has expired is subject to dismissal.

The school system may offer courses, workshops, and independent study activities to help school personnel meet license renewal requirements. Any renewal activity offered must be consistent with State Board of Education policy. In addition, the superintendent or designee shall develop a procedure to determine the appropriateness of any credit offered in advance of renewal activities.

Decisions regarding the employment of teachers who fail to meet the required proficiency standard for renewal of a continuing professional license will be made in accordance with G.S. 115C-270.30(b)(4) and applicable State Board of Education requirements. The superintendent or designee shall determine the professional development required of a teacher whose continuing professional license has reverted to an initial professional license and/or has expired due to performance issues. The superintendent or designee may authorize or direct principals to prescribe professional development to such employees in accordance with the employee's demonstrated deficiencies.

F. PARENTAL NOTIFICATION

At the beginning of each school year, the school system officials shall notify the parents or guardians of each student attending a Title I school or participating in a Title I program of their right to request the following information about qualifications of their child's teacher: whether the teacher has met NC qualification and licensing criteria for grade level(s) and subject area(s) in which the teacher provides instruction; whether the teacher is teaching under emergency or other provisional status through which North Carolina qualification or licensing criteria have been waived; whether the teacher is teaching in the field of discipline of his or her certification; and whether the child is provided services by a paraprofessional, and if so, the paraprofessional's qualifications.

The school system will give notice within 10 school days to the parents of children who have been assigned or, after four consecutive weeks, have been taught by a teacher who does not meet applicable State certification or licensure requirements at the grade level and subject area in which the teacher has been assigned.

G. EQUITABLE DISTRIBUTION OF TEACHERS

The superintendent shall assess whether low income, minority, learning disabled, and/or English learners are being taught by inexperienced, ineffective, or out-of-field teachers ~~to~~ at higher rates than students who do not fall into these categories and shall develop a plan to address any such disparities. If DPI does not require such a plan of the LEA, the superintendent is not required to develop a plan under this subsection unless he or she determines that one is needed to address inequities within the school system.

Legal References: Elementary and Secondary Education Act, 20 U.S.C. 6301 *et seq.*; 34 C.F.R. 200.55-57, 200.61; G.S. 115C art. 17E; 115C-270.21, -284, -295, -298.5, -325(e)(1)(m) (applicable to career status teachers), -325.4(a)(12) (applicable to non-career status teachers), -333, -333.1; State Board of Education Policies DRIV-003, DRIV-004, EVAL-004, EVAL-023, LICN-001, LICN-005, LINC-008, LINC-021, LINC-022, NCAC-6C.0102, NCAC-6C.0307, TCED-016

Adopted: June 1997

Revised: January 22, 1999; December 20, 2006; June 30, 2008; September 30, 2011; March 28, 2013, September 12, 2013, June 12, 2014, June 8, 2017, February 8, 2018

For students to succeed, all staff members must approach their responsibilities conscientiously, always remembering that the ultimate responsibility of the school system is to provide students with the opportunity and environment to receive a sound basic education.

All school employees shall:

1. be familiar with, support, comply with and, when appropriate, enforce board policies, administrative procedures, school rules and applicable laws;
2. attend to the safety and welfare of students, including the need to provide appropriate supervision of students;
3. demonstrate integrity, respect and commitment to the truth through attitudes, behavior, and communications with others;
4. address or appropriately direct any complaints concerning schools employees, the school program or school operations;
5. support and encourage good school-community relations in all interactions with students, parents, families, and members of the community.
6. faithfully and promptly attend work;
7. diligently and promptly submit required reports;
8. comply with the employee dress code; and
9. take care of and protect school property.

Employees shall notify the human resources office if they are arrested for, charged with or convicted of a criminal offense (including entering a plea of guilty or *nolo contendere*) other than a minor traffic violation (i.e., speeding, parking or a lesser violation). Notice must be in writing, shall include all pertinent facts and shall be delivered to the human resources office no later than the next scheduled business day following the arrest, charge or conviction, unless the employee is hospitalized or incarcerated, in which case the employee shall report the alleged violation within 24 hours after his or her release. Upon judicial action in the matter, the employee must report the disposition and pertinent facts in writing to the executive director for human resources no later than the next business day following adjudication.

Failure by an employee to provide timely notice as described in this policy may lead to disciplinary action up to, and including, dismissal.

Legal References: G.S. 115C-47, -307, -308; State Board of Education Policies DRIV-003, DRIV-004

Adopted: May 14, 1998 to become effective July 1, 1998

Revised: September 11, 2008, March 11, 2016

Employees are expected to avoid engaging in any conduct that creates or gives the appearance to the public of creating a conflict of interest with their job responsibilities. Employees shall not engage in or have a financial interest, directly or indirectly, in any activity that conflicts with duties and responsibilities in the school system. Although conflicts of interest are not limited to those described in this policy, at a minimum employees must comply with the board directives established below. In addition, employees engaged directly or indirectly in the school system's procurement, purchasing, and/or contracting process must comply with policy 6401/9100, Ethics and the Purchasing Function.

A. CONTRACTS WITH THE BOARD

An employee shall not do any of the following:

1. obtain a direct benefit from a contract that he or she is involved in making or administering on behalf of the board, unless an exception is allowed pursuant to G.S. 14-234 or other law;
2. participate in the selection, award, or administration of a contract supported in whole or in part by federal funds if the employee has a real or apparent conflict of interest as described in policy 8305, Federal Grant Administration;
3. influence or attempt to influence anyone who is involved in making or administering a contract on behalf of the board when the employee will obtain a direct benefit from the contract; or
4. solicit or receive any gift, favor, reward, service or promise of reward, including a promise of future employment, in exchange for recommending, influencing or attempting to influence the award of a contract by the board.

An employee is involved in administering a contract if he or she oversees the performance of the contract or has authority to interpret or make decisions regarding the contract. An employee is involved in making a contract if he or she participates in the development of specifications or terms of the contract or participates in the preparation or award of the contract.

An employee derives a direct benefit from a contract if the employee or his or her spouse does any of the following: (1) has more than a 10 percent ownership or other interest in an entity that is a party to the contract; (2) derives any income or commission directly from the contract; or (3) acquires property under the contract. An exception is allowed for employment contracts between the board and the spouse of the superintendent if approved by the board in an open session meeting in accordance with the requirements of state law and subsection D.2 of policy 7100, Recruitment and Selection of Personnel.

B. MISUSE OF INFORMATION

An employee shall not do any of the following:

1. use information, which was learned in the employee's role as an employee and which has not been made public, to acquire a financial interest or gain a financial benefit, or to intentionally help another do so; or
2. acquire or gain, or intentionally help another person to acquire or gain, a financial interest or benefit in contemplation of official action by the employee or the school system.

C. NON-SCHOOL EMPLOYMENT

The board recognizes that some employees may pursue additional compensation on their own time. Any such employee shall not engage in the following:

1. non-school employment that adversely affects the employee's availability or effectiveness in fulfilling job responsibilities;
2. work of any type in which the sources of information concerning customer, client or employer originate from any information obtained through the school system;
3. work of any type that materially and negatively affects the educational program of the school system;
4. any type of private business using system facilities, equipment or materials, unless prior approval is provided by the superintendent; or
5. any type of private business during school time or on school property, unless prior approval is provided by the superintendent.

The superintendent may grant prior approval for work performed under subsections C.4 and C.5 above if such work enhances the employee's professional ability or professional growth for school-related work. The superintendent may establish reporting procedures that require employees to notify the school system of any non-school employment.

Except as otherwise provided in the superintendent's contract, the superintendent is subject to the provisions of this section on non-school employment and shall seek prior approval from the board before engaging in consulting or other employment activities outside the school system. The board expects the superintendent to comply with all sections of this policy and all state and federal laws regarding conflicts of interest in his or her position as superintendent.

D. RECEIPT OF GIFTS

No employee may solicit or accept any gifts from any potential or current provider of E-rate services or products in violation of federal E-rate program gifting rules.

No employee may solicit or accept trips, meals, favors, or other gifts or items of monetary value from any other person or group desiring to do or doing business with the school system, unless such gifts are of nominal value (\$50 or less) and (1) are instructional products or advertising items that are widely distributed; (2) are honorariums for participating in a meeting; (3) are meals served at a banquet; or are approved for receipt by the superintendent or designee. These exceptions for gifts of nominal value do not apply to employees involved in purchasing and procurement activities, except as provided in policies 6401/9100, Ethics and the Purchasing Function, and 8305, Federal Grant Administration, and applicable state and federal law.

E. VIOLATIONS

The superintendent or designee shall ensure that all personnel are aware of the requirements of this policy and applicable conflict of interest laws. Any individual aware of any violation of this policy, policy 2121, Board Member Conflict of Interest, policy 6401/9100, Ethics and the Purchasing Function, the conflict of interest provisions of policy 8305, Federal Grant Administration, or applicable conflict of interest laws shall report such violation in accordance with policy 1760/7280, Prohibition Against Retaliation. Employees who violate this policy, policy 6401/9100, or the conflict of interest provisions of policy 8305, will be subject to disciplinary action.

Legal References: 2 C.F.R. 200.318(c)(1); 47 C.F.R. 54.503; FCC Sixth Report and Order 10-175; G.S. 14-234, -234.1; 133.32, -33; 115C-47(17a). -47(18); 133-32; Attorney General Opinion requested by L.W. Lamar regarding G.S. 133-32, the Applicability to Attorneys and Law Firms Providing Professional Services to Local Boards of Education, dated May 13, 1993

Cross References: Prohibition Against Retaliation (policy 1760/7280), Board Member Conflict of Interest (policy 2121), Ethics and the Purchasing Function (policy 6401/9100), Recruitment and Selection of Personnel (policy 7100), Federal Grant Administration (policy 8305)

Adopted: January 10, 2013

Revised: March 11, 2016

REDUCTION IN FORCE: TEACHERS AND SCHOOL ADMINISTRATORS

Policy Code:

7920

The purpose of this policy is to establish an orderly procedure for a reduction in force. This policy applies to (1) employees with career status and (2) all other teachers and school administrators, as defined in the relevant statutes, during the terms of their contracts. A reduction in force among any other employees will be accomplished in accordance with policy 7921, Classified Personnel Reduction, or, as applicable, in accordance with any conflicting terms of an individual employee's contract.

A. GROUNDS FOR REDUCTION IN FORCE

A reduction in force may be implemented when the board determines that any of the following circumstances have resulted in the need to decrease the number of positions held by employees to whom this policy applies.

1. System Reorganization

System reorganization is defined as (a) the closing, consolidation, or reorganization of schools, school buildings, or facilities; (b) the elimination, curtailment, or reorganization of a curriculum offering, program, or school operation; or (c) the merger of two or more school systems.

2. Declining Enrollment

Declining enrollment exists (a) when the enrollment or projected enrollment for the next succeeding school year causes a decrease in the number of teaching or administrative positions allocated by the State or any other funding source; or (b) when the enrollment or projected enrollment of a curriculum offering or program for the next succeeding school year is inadequate to justify continuation of the course or program.

3. Financial Exigency

Financial exigency means (a) any significant decline in the board's financial resources that compels a reduction in the school system's current operational budget; (b) any significant decrease or elimination in funding for a particular program; or (c) any insufficiency in funding that would render the board unable to continue existing programs at current levels.

B. PRELIMINARY DETERMINATION

1. The superintendent shall determine whether or not a reduction in force for employees subject to this policy is necessary, appropriate, or in the best interests of the school system.

2. If the superintendent decides to recommend to the board a reduction in force, he or she shall first determine which positions shall be subject to the reduction. In making that determination, the superintendent shall account for both:
 - a. structural considerations, such as identifying positions, departments, courses, programs, operations, and other areas where there are (1) less essential, duplicative, or excess personnel; (2) job responsibility and/or position inefficiencies; (3) opportunities for combined work functions; and/or (4) decreased student or other demands for curriculum, programs, operations, or other services; and
 - b. organizational considerations, such as anticipated organizational needs of the school system and program/school enrollment.
3. The superintendent shall then present a recommendation to the board. The recommendation must include:
 - a. the grounds for a reduction in force;
 - b. the positions to be reduced, categorized by area(s) of licensure and/or program responsibility; and
 - c. the background information, data, and rationale for the recommendation.
4. The board will review the superintendent's recommendation and will determine whether to reduce the number of licensed employees or to reduce their terms of employment.
5. If the board, after exploring, considering, and discussing a variety of ways to avoid a reduction in force, determines that a reduction in force of employees subject to this policy is necessary, the superintendent shall recommend to the board which individuals are to be dismissed, demoted, or reduced to part-time employment, based on the criteria set forth below.

C. CRITERIA

The primary consideration in any reduction in force will be the maintenance of a sound and balanced educational program that is consistent with the functions and responsibilities of the school system. The superintendent shall consider a variety of factors in determining which employees will be included in the reduction in force, including the following:

1. work performance and evaluation ratings;
2. areas of licensure;
3. program enrollment;

4. service in extra duty positions and ability to fill such positions;
5. length of service, with higher priority given to service in this school system; and
6. degree level.

The superintendent shall develop a system for using the above-mentioned factors to determine which employees will be recommended to the board for inclusion in the reduction in force.

D. PROCEDURE FOR TERMINATION

The board will consider the superintendent's recommendation and may, by resolution, order dismissal or demotion of an individual or reduce an individual to part-time employment. All requirements of G.S. 115C-325 (for teachers with career status) and 115C-325.6 (for non-career status teachers) will be met, including the time limits and procedures for notice and the opportunity for a hearing, when any teacher with career status (as defined in G.S. 115C-325) or teacher or administrator (as defined in G.S. 115C-325.1) is terminated, demoted, or reduced to part-time employment due to a reduction in force.

E. TERMINATION/REEMPLOYMENT OF A TEACHER WITH CAREER STATUS

When a teacher with career status is dismissed in accordance with this policy, his or her name will be placed on a list of available employees to be maintained by the board.

F. NONRENEWAL OF AN EMPLOYEE

The board, upon recommendation of the superintendent, may refuse to renew the contract of a non-career status teacher; to offer a new, renewed, or extended contract to a school administrator; or to reemploy any non-career status teacher who is not under contract for any cause it deems sufficient (see policy 7950, Non-Career Status Teachers: Nonrenewal). A decision (1) not to renew a non-career status teacher's contract, (2) not to renew, extend, or offer a new contract to a school administrator, or (3) to not reemploy any non-career status teacher who is not under contract is not considered a "termination" under this policy. In such circumstances the procedures set forth in this policy are not required to be followed before the board's decision.

Legal References: G.S. 115C-287.1, -325 (applicable to career status teachers), -325.4, -325.6 to -325.9 (applicable to non-career status teachers)

Cross References: Classified Personnel Reduction (policy 7921), Non-Career Status Teachers: Nonrenewal (policy 7950)

Adopted: May 14, 1998 to become effective July 1, 1998

Revised: April 8, 1999, August 13, 2009, April 14, 2011, October 13, 2011, June 12, 2014, March 11, 2016

**USE AND SELECTION OF ARCHITECTS,
ENGINEERS, SURVEYORS, AND CONSTRUCTION
MANAGERS AT RISK**

Policy Code:

9110

A. USE OF ARCHITECTS AND/OR ENGINEERS

To the extent required by North Carolina General Statute 133-1.1, a registered architect or registered engineer, or both, will be used to design and inspect school system buildings being repaired or constructed. In addition, architects and/or engineers may be used for services, such as:

1. preparing feasibility studies for additions, alterations, or renovations of existing facilities;
2. providing consulting services on technical matters;
3. providing services related to long-range planning or facility design; and
4. assisting in the preparation and submission of any documents requested by other governmental agencies.

B. SELECTION PROCESS FOR ARCHITECTURAL, ENGINEERING, SURVEYING, AND CONSTRUCTION MANAGEMENT AT RISK SERVICES

Except as otherwise permitted under G.S. 115C-521(g), the procurement of architectural, engineering, surveying, or construction management at risk services for facility design, construction, and related services will be accomplished in accordance with the following requirements. Any purchase of services using federal funds must also be made in accordance with the terms and conditions of the federal award and all applicable requirements of federal law and regulation, including the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (“Uniform Guidance”) issued by the U.S. Office of Budget and Management. (See also policy 8305, Federal Grant Administration.

1. Projects with an Estimated Professional Fee of \$50, 000 or More
 - a. The superintendent shall solicit proposals from service providers for selection based upon qualifications using the following or similar criteria:
 - 1) training and experience of the service provider, especially in school-related projects;
 - 2) planning ability and promptness;
 - 3) experience in specification writing, including reputation for

-
-
- accuracy and sufficiency of detail;
 - 4) experience in the construction of K-12 buildings;
 - 5) reputation for quality of design and construction in appearance and utility;
 - 6) history of thorough inspections and follow-through with jobs;
 - 7) timely completion of projects within the established budgets and schedules;
 - 8) relationships with contractors and designers; and
 - 9) any other factors the superintendent deems relevant.
- b. The superintendent shall provide a list of qualified service providers to the board for consideration and selection unless the estimated professional fee for the project is within the superintendent's authority to contract as provided in policy 6420, Contracts with the Board. The list shall not include any service provider whose name appears on the state treasurer's lists of restricted companies, developed in accordance with G.S. 147, art. 6E or art. 6G.
 - c. A North Carolina resident firm will be granted a preference over a nonresident firm if the home state of the nonresident firm has a practice of granting a preference to its resident firms over North Carolina resident firms. Any preference granted to a resident firm will be in the same manner, on the same basis, and to the same extent as the preference granted by the nonresident firm's home state. The solicitation documents must require that nonresident firms disclose and describe any construction contract preferences granted by the firm's home state.
 - d. Fees will be negotiated with the selected firm. If a fair and reasonable fee cannot be agreed upon, the board or superintendent will select the next best qualified firm and negotiate fees. The contract with the firm must be reviewed by the board attorney and meet all applicable laws and board policies. The contract must have board approval unless the board has delegated this authority to the superintendent in policy 6420.
- 2. Projects with an Estimated Professional Fee of Less than \$50,000
 - a. The process established in subsection B.1. is not required unless otherwise directed by the board or superintendent for a specific project.
 - b. When the estimated professional fee for a project is estimated to be **within**

the superintendent's authority to contract on behalf of the board as provided in policy 6420, Contracts with the Board, the superintendent shall have authority to select the firm. Board approval of the firm is not required. The contract with the firm must meet all applicable laws and board policies and must be consistent with G.S. 147, art. 6E.

- c. When the professional fee is estimated to **exceed** the superintendent's authority to contract on behalf of the board as provided in policy 6420, Contracts with the Board, the superintendent shall recommend one or more firms to the board for consideration. The board will approve the selection of the firm. The contract with the firm must be reviewed by the board attorney, be approved by the board, meet all applicable laws and board policies, and be consistent with G.S. 147, art. 6E and art. 6G.

Legal References: 2 C.F.R 200.317-200.326; G.S. 115C-521(g); 133, arts. 1 and 3; 143-64.31, -64.32; 147, art. 6E and art. 6G

Cross References: Contracts with the Board (policy 6420), Federal Grant Administration (policy 8305), Site Selection (policy 9010), Facility Design (policy 9020)

Adopted: May 14, 1998 to become effective July 1, 1998

Updated: June 12, 2014, June 9, 2016, January 12, 2017

PREQUALIFICATION OF BIDDERS FOR CONSTRUCTION PROJECTS

Policy Code:

9115

A. GENERAL

1. The purpose of this prequalification process is to impartially evaluate a contractor, and to properly determine by its responsible business practices, work experience, manpower, and equipment that it is qualified to bid on a board construction project, including prime contracts awarded by construction managers pursuant to the Construction Manager at Risk (“CM at Risk”) process. The award of contracts should be the result of open competition in bidding; impartiality in the selection of contractors; integrity in business practices; and skillful performance of public contracts.
2. The administration shall be responsible for prequalifying individual contractors to bid on board construction projects when the administration believes prequalification is preferred. The administration is not required to prequalify contractors for any particular project or projects. However, a contractor shall not be allowed to submit a bid on a construction project subject to prequalification, unless it has been prequalified in accordance with board policy.
3. The construction manager and the administration shall jointly develop the assessment tool and criteria for each CM at Risk project, including the prequalification scoring values and minimum requirement score. The construction manager shall use the process outlined in this policy for the prequalification of contractors on CM at Risk projects.
4. Notwithstanding the fact that a contractor was prequalified, the board, administration, and construction manager reserve the right to reject a contractor’s bid if it is determined that the contractor has not submitted the lowest responsible and responsive bid. The prequalification of the contractor shall not preclude the board, administration, or construction manager from subsequently concluding that the contractor is not a responsible bidder pursuant to G.S. 143-129. The prequalification of a contract for a project shall only apply to the individual project. All construction and repair contracts shall be awarded to the lowest responsive and responsible bidder, taking into consideration quality, performance, and the time specified in the proposals for the performance of the contract.

B. APPLICATION PROCESS

1. The superintendent or designee shall designate a school official to oversee the prequalification process for each individual project (“School Prequalification Official”).

2. Each prospective bidder on contracts identified for prequalification by the administration and all CM at Risk projects shall submit an application on the approved prequalification application form in order to become prequalified. The approved prequalification application form will require information to be provided on the ownership of the firm, experience of the firm's personnel, any affiliations with other construction firms, bonding capacity, financial resources, the type of work performed by the firm, and other objective criteria rationally related to the contract to be awarded.
3. The administration shall ensure that applications prepared for the projects comply with this policy and State law. The application is to be submitted by the deadline established in the notice of prequalification. The act of submitting the application does not permit the firm to submit a bid. Incomplete applications will be rejected or returned for further detail or correction in the sole discretion of the school system or construction manager.

C. APPLICATION

The application used by the school system or the construction manager must be approved by the School Prequalification Official and shall, at a minimum, address the following items:

- a. **Organizational Structure** – The firm shall provide a list of all owners, officers, partners, or individuals authorized to represent or conduct business for or sign legal documents for the firm. This list must include the full legal name, typed or printed in a clear legible form. Firms experiencing changes in ownership, organizational structure, or material changes in assets must inform the school system prior to the award of a contract. Failure of the firm to comply with this requirement may result in the termination of any contract awarded by the school system or construction manager.
- b. **Classification** – The firm shall indicate the type(s) of work the firm's workforce and equipment normally perform, licensure, and other pertinent information. The firm shall provide its MWSBE (Minority, Women, Small Business Enterprise) status.
- c. **Experience** – The firm shall furnish information that documents the ability of the firm to undertake a project involving the type(s) of work for which prequalification is requested.
- d. **Financial** – Firms will be required to provide a complete current annual financial statement (current within the previous 12-month period).
- e. **Litigation/Claims** – Firms must provide information on its success at completing projects on time, including the payment of liquidated damages.

The firm will be required to submit information regarding its litigation history, including litigation with owners.

- f. Capacity – Firms shall demonstrate sufficient bonding capacity, insurance, and resources for the project. Firms must provide relevant information on the personnel that will be directly responsible for the work, including the location of the office that will be primarily responsible for work. Firms shall also demonstrate an acceptable safety history for construction projects.
- g. Legal Authorization – All firms must show that they are legally authorized to conduct business in the State of North Carolina and have all required licensure for the work to be performed.

D. REVIEW OF APPLICATION – SCHOOL SYSTEM BID PROJECTS

- 1. Prequalification Committee – The School Prequalification Official shall establish a committee to review and score applications, including approving and denying prequalification (“Prequalification Committee”). The superintendent or designee shall not be a member of the Prequalification Committee.
- 2. Review of Applications – The school system’s Prequalification Committee shall use the school system’s objective assessment process. The prequalification criteria shall not require the firm to have previously been awarded a construction or repair project by the school system. The prequalification criteria used by the Prequalification Committee shall include prequalification scoring values and the minimum required score to be prequalified for the project. The school system’s Prequalification Committee shall approve or deny the applications in accordance with the prequalification criteria and scoring system.
- 3. Notice of Decision – The firms shall be promptly notified of the school system’s Prequalification Committee’s decision, including the reason for denial, via e-mail. Notice shall be provided prior to the opening of bids for the project and with sufficient time for the firm to appeal the denial of prequalification.

E. REVIEW OF APPLICATION – CM AT RISK PROJECTS

- 1. Prequalification Committee – The construction manager and the School Prequalification Official shall agree upon the members of the construction manager’s Prequalification Committee. The superintendent or designee shall not be on the Prequalification Committee. The construction manager’s Prequalification Committee will review prequalification applications submitted by the firms and will determine the firm’s prequalification eligibility for the CM at Risk project.
- 2. Review of Applications – The construction manager’s Prequalification Committee and the School Prequalification Official shall agree upon an objective assessment process. The construction manager and the School Prequalification Official shall

develop prequalification criteria, including prequalification scoring values and the minimum required score to be prequalified for the project. The prequalification criteria shall not require the firm to have previously been awarded a construction or repair project by the construction manager or the school system. The construction manager's Prequalification Committee shall approve or deny the applications in accordance with the prequalification criteria and scoring system.

3. Notice of Decision – The firms shall be promptly notified of the construction manager's Prequalification Committee's decision, including the reason for denial, via e-mail. Notice shall be provided prior to the opening of bids for the project and with sufficient time for the firm to appeal the denial of prequalification.

F. APPEALS PROCEDURE

The firm may appeal from the denial of prequalification as noted below:

- a. Written Appeal – A written appeal may be filed via hand-delivery or e-mail to the applicable Prequalification Committee within three business days of receipt of notice that the firm has been denied prequalification. The written appeal shall clearly articulate the reasons why the firm is contesting the denial and attach all documents and additional information supporting the firm's position. The Prequalification Committee may contact the firm regarding the information provided prior to ruling on the appeal. If the Prequalification Committee is satisfied that the firm should be prequalified, the firm shall be notified that it is prequalified to bid on the project and allowed to participate in the bid process. If the Prequalification Committee upholds its denial, the firm shall be promptly notified in writing via e-mail.
- b. Hearing – The firm may appeal the Prequalification Committee's decision on the written appeal by requesting a hearing before the superintendent or designee via hand-delivery or e-mail within three (3) business days of the receipt of the Prequalification Committee's decision. The hearing shall be held within five (5) business days. The firm shall not be allowed to submit additional information without the written consent of the superintendent or designee. The firm shall be allowed thirty (30) minutes for the hearing. In the event the superintendent or designee is unable to hold a hearing in a timely manner, he/she may designate a school official to handle the appeal.
- c. Decision – For projects bid by the school system, the decision of the superintendent or designee shall be final, and the firm shall be promptly notified of the decision via e-mail. For CM at Risk projects, the superintendent or designee shall notify the construction manager of its recommended decision. The construction manager shall review the recommended decision and issue a final decision to the school system and firm. In the event the construction manager rejects a recommendation from the superintendent or designee to prequalify the firm, the construction

manager shall provide a written explanation of the denial to both the superintendent or designee and the firm.

- d. General Rules for Appeals – Firms submitting applications shall be provided an e-mail address for communication with the construction manager or school system during the appeal process. The firm shall provide at least two e-mail addresses for use by the school system or construction manager in communicating with the firm. All appeals shall be completed prior to the date and time for the receipt and opening of bids.

Legal References: G.S. 143-128.1, -129, and 135.8; 147, art. 6E, art. 6G

Adopted: August 13, 2015

Updated: January 12, 2017

The board strives to obtain high quality services at a reasonable price through the bidding process employed by the school system. This policy describes state and local requirements. Any contracts funded with federal funds must also be made in accordance with the terms and conditions of the federal award and all applicable requirements of federal law and regulation, including the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (“Uniform Guidance”) issued by the U.S. Office of Budget and Management. (See also policy 8305, Federal Grant Administration.)

A. STANDARDS FOR PARTICIPATION IN CONSTRUCTION CONTRACTS

All contracts formally or informally bid will be awarded to the lowest responsible bidder, taking into consideration quality, performance, reliability and the time specified in the bids for performance of the contract. Contracts will contain a provision stating that the contractor and contractor’s subcontractors, if any, must comply with the requirements of G.S. Chapter 64, Article 2. Prior to bidding, contractors may be required to prequalify if the board has elected to use this process. No contract may be entered into with a restricted company, as listed by the state treasurer in accordance with G.S. 147, art. 6E or 6G, except as permitted by those laws.

The board prohibits discrimination against any person or business on the basis of race, color, ethnic origin, sex, disability or religion. In addition, in accordance with G.S. 143-133.5, the board prohibits discrimination against a bidder or contractor for being party to, refusing to be party to, adhering to, or refusing to adhere to an agreement with a labor organization. The superintendent is required to conduct contracting and purchasing programs so as to prevent such discrimination.

The superintendent, on behalf of the board, must certify that good faith efforts have been made to increase the participation in construction contracts by minority-owned and female-owned businesses, as required by policy 9125, Participation by Women- and Minority-Owned Businesses.

The board will grant a North Carolina resident firm providing architectural, engineering, surveying, construction management at-risk service, design-build services, or public-private construction services a preference over a nonresident firm, if the home state of the nonresident firm has a practice of granting a preference to its resident firms over North Carolina resident firms. Any preference granted to a resident firm will be in the same manner, on the same basis, and to the same extent as the preference granted by the nonresident firm’s home state. The school system’s bid documents will require that nonresident firms disclose and describe any construction contract preferences granted by the firm’s home state.

B. BIDDING METHODS

The board may request bids for contracts for building projects using either single prime, multi-prime (separate prime), construction management at-risk, dual bidding, design-build, design-build bridging, and public-private partnership methods, as permitted by law. The superintendent shall make a recommendation to the board as to the method(s) that should be used for a particular project.

If the superintendent believes the project cannot be reasonably completed under the methods authorized by G.S. 143-128, the superintendent shall so inform the board and make the recommendation to the board that it approve the use of alternative methods. Upon board approval, the superintendent shall submit to the State Building Commission a request to use an alternative contracting method along with supporting documentation.

C. FORMAL BIDDING

Construction and repair work requiring the estimated expenditure of \$500,000 or more will be advertised for bid and will be awarded through formal bidding procedures. Dividing contracts to lower the expenditure amounts so as to evade these requirements is prohibited. The board authorizes the use of newspaper advertisement, electronic advertisement, or both for formal bids; however, the superintendent has the authority to determine which method will be used for a specific purchase or categories of purchases. The superintendent shall establish formal bidding procedures consistent with this policy and applicable law and make the procedures available to all bidders or potential bidders.

D. INFORMAL BIDDING

Informal bids will be obtained for construction and repair contracts between \$30,000 and \$500,000. Quotations from contractors may be solicited by telephone or in writing. Informal bids are recommended, but not required, for construction and repair work costing less than \$30,000.

Dividing contracts to lower the expenditure amounts so as to evade the informal bidding requirements is prohibited. The superintendent shall develop informal bidding procedures consistent with this policy and applicable law and make the procedures available to all bidders and potential bidders.

E. APPROVAL

All formally bid construction contracts must be reviewed by the board attorney and submitted by the superintendent to the board for approval.

The superintendent shall consult with the board attorney in developing standard form contracts for informally bid construction projects. Board approval of informally bid projects is not required, unless otherwise directed by the board on specific projects.

F. RECORDS AND REPORTING REQUIREMENTS

Records of all informal or formal bids received will be maintained and will be available for public inspection. Such records should include the date the bid is received, from whom it is received, and what project it is for. The records will document why the selected contractor was the lowest responsive, responsible bidder if the contractor was not the low bidder.

The superintendent must submit required reports to the State and provide reports to the board on the progress being made towards reaching the board's goals.

G. DISPUTE RESOLUTION PROCESS

The board establishes the following dispute resolution process to resolve issues arising out of construction and repair projects or contracts related to such projects. The dispute resolution process may be used by any party involved in the construction project for those disputes in which the amount in controversy is at least \$15,000.

Prior to initiating litigation concerning a dispute, parties to the dispute must do the following: (1) submit the dispute for review by the superintendent or other designated school official and the project architect, as appropriate, and (2) participate in mediation, if the matter cannot be resolved by school officials and the architect. The cost of the dispute resolution process will be divided between the parties to the dispute. If the board is a party to the dispute, the board will pay at least one-third of the cost.

Legal References: 2 C.F.R. 200.317-200.326; G.S. 64, art. 2; 115C-521, -522; 143-64.31 and art. 8; 147, art. 6E and art. 6G

Cross References: Contracts with the Board (policy 6420), Federal Grant Administration (policy 8305), Facility Construction (policy 9030), Prequalification of Bidders for Construction Projects, (policy 9115), Participation by Women- and Minority-Owned Businesses (policy 9125)

Adopted: May 14, 1998 to become effective July 1, 1998

Updated: May 8, 2014, August 13, 2015, June 9, 2016, January 12, 2017

The board affirms the State's commitment to encouraging the participation of minority businesses in the school system's building construction contracts. A minority business is defined in accordance with G.S. 143-128.2 and is one in which (1) at least 51 percent is owned by minority persons or socially and economically disadvantaged individuals, and (2) the management and daily business operations are controlled by one or more of the minority persons or socially and economically disadvantaged individuals who own it. Minority persons include African-Americans, those of Hispanic descent, Asian Americans, American Indians, and females.

A. GOALS

After notice and public hearing, the board hereby adopts an aspirational verifiable percentage goals of 10 percent for participation by minority businesses in the total value of work for each building project costing \$300,000 or more paid entirely from local or other non-state funds. In addition, the board adopts the state's aspirational verifiable goal of 10 percent participation by minority businesses in the total value of work for each building project costing \$100,000 or more funded in whole or in part with state funds.

Only businesses holding current certification as a historically underutilized business will be considered eligible for inclusion in meeting the board's participation percentage goals. Lack of certification, however, will not be considered in making a contract award decision.

B. SCHOOL SYSTEM GOOD FAITH EFFORTS

The board establishes the following guidelines for contracts subject to Section A to ensure that the school system will make good faith efforts to reach diverse contractors and to encourage participation in the school system's construction contracts by such contractors. Before awarding a contract, the superintendent or designee shall:

1. make information about the school system's formal and informal bidding process readily available;
2. develop and implement a minority business participation outreach plan to identify minority businesses that can perform building projects and to implement outreach efforts to encourage minority business participation in such projects;
3. advertise for bids in media that reaches minority businesses;
4. designate a school official to attend the scheduled pre-bid conference to explain the school system's minority goals and objectives;
5. at least 10 days prior to the scheduled day of bid opening, notify minority businesses of the following:
 - a. a description of the work for which the bid is being solicited;

- b. the date, time, and location where bids are to be submitted;
- c. the name of the individual within the public entity who will be available to answer questions about the project;
- d. where bid documents may be reviewed; and
- e. any special requirements that may exist.

For purposes of this provision, the minority businesses to be notified are those (1) that have requested notices from the school system for construction or repair work, and (2) those that otherwise indicated to the Office of Historically Underutilized Businesses an interest in the type of work being bid or the potential contracting opportunities listed in the proposal;

6. ensure that everyone who requests it has access to building documents needed for making bids on projects;
7. maintain documentation of any contacts, correspondence, or conversation with minority business firms made in an attempt to meet the goals;
8. review, jointly with the designer, the lowest responsible bidder's bid for compliance with all requirements of G.S. 143-128.2(c) and -128.2(f) prior to recommendation of the contract award;
9. encourage businesses experiencing difficulty in meeting the bonding, licensing and bid deposits required by state law in larger construction projects to utilize resources and assistance offered by local, state and federal agencies; and
10. provide information to bidders about the statewide uniform certification program for historically underutilized businesses.

C. GOOD FAITH EFFORTS REQUIRED BY CONTRACTORS

All bidders on school construction and renovation projects, subject to Section A of this policy, who intend to subcontract any part of the project must (1) identify the minority businesses to be used on the project and (2) provide affidavits indicating that a good faith effort has been made in preparing the bid to meet the board's verifiable goal for participation by minority businesses. Upon being named the apparent lowest responsible, responsive bidder, a bidder shall provide additional evidence of its good faith efforts as required by law.

The level of minority participation in bidders' bids will not affect the contract award decision; however, the failure to provide documentation of a good faith effort to meet the board's goal may result in the bid being rejected as non-responsive.

Before recommending the award of a contract, the superintendent shall direct designated school officials to evaluate bidders' documents in accordance with applicable law and regulations to determine whether bidder good faith requirements are satisfied.

D. MONITORING

The superintendent or designee shall monitor payments made to minority businesses on each project subject to Section A to verify that the minority businesses actually working on the project and their level of participation is consistent with the representations made in the contractor's bid.

E. OTHER MINORITY BUSINESS RECRUITING EFFORTS

For building contracts that (1) are not subject to Section A and (2) cost at least \$30,000 but less than \$300,000, the board will solicit participation by minority business enterprises and maintain a record of contractors solicited and efforts to recruit minority participation.

F. REPORTING

The superintendent shall ensure that all required reports and other documentation are filed with the Department of Administration in accordance with legal requirements.

G. NONDISCRIMINATION

The board will award public building contracts without regard to race, religion, color, creed, national origin, sex, age, or disability. Nothing in this policy should be construed to require the board or contractors to award contracts or subcontracts to minority business contractors or minority business subcontractors who do not submit the lowest responsible, responsive bid or bids.

Legal References: *City of Richmond v. J.A. Croson Co.*, 488 U.S. 469 (1989); G.S. 143-128, -128.2, -128.3, -131(b); 01 N.C.A.C. 30I .0101-0310

Issued: June 1997

Revised: September 24, 1999; May 7, 2004, May 8, 2014

**Asheboro City Schools
Personnel Transactions
March 14, 2019**

***A. RESIGNATIONS/RETIREMENTS/SEPARATIONS**

LAST	FIRST	SCHOOL	SUBJECT	EFFECTIVE
Price	Thomas	NAMS	Physical Education Teacher	6/11/2019
Webster	Tina	AHS	Digital Media Teacher	6/11/2019

***B. APPOINTMENTS**

LAST	FIRST	SCHOOL	SUBJECT	EFFECTIVE
Parra Chingaté	Paula	LP	2nd Grade - Dual Language	8/14/2019

**Asheboro City Schools
Personnel Transactions - ADDENDUM
March 14, 2019**

***A. RESIGNATIONS/RETIREMENTS/SEPARATIONS**

LAST	FIRST	SCHOOL	SUBJECT	EFFECTIVE
Stephens	Georgia	NAMS	Music	6/11/2019

***B. APPOINTMENTS**

Stevens	Stephanie	DLL	Tutor (part-time; temporary)	3/18/19 -05/24/19
---------	-----------	-----	------------------------------	-------------------

**ASHEBORO CITY SCHOOLS
CERTIFIED APPOINTMENTS
March 14, 2019**

<u>NAME</u>	<u>COLLEGE/DEGREE</u>	<u>LICENSURE</u>
Parra Chingaté, Paula	LaSalle University (Bogotá, Columbia) B: Modern Languages	K-6

Ms. Paula Parra Chingaté is recommended to teach 2nd grade in the Dual Language program at Lindley Park Elementary School for the 2019-2020 school year. Ms. Parra Chingaté is a veteran educator with over 20 years teaching experience. She currently teaches second grade at Gimnasio campestre los Cerezos. Ms. Parra Chingaté has taught third grade, as well as provided English instruction to native Spanish speakers throughout her career. The depth of her overall experience, and understanding of appropriate dual language immersion strategies makes her the ideal candidate to add to the team at Lindley Park. Please welcome Ms. Parra Chingaté to Asheboro City Schools and the Lindley Park school family.

**Asheboro City Schools
Budget Transfer Report
Information Only
2018-2019**

Fiscal Period	Fund	Purpose	Description	Sum of Amount	
3	2	6500	Operational Support Services	\$ (18,404.00)	
	2	5100	Regular Instructional Services	\$ 18,404.00	
<hr/>					
4	1	6500	Operational Support Services	\$ 1,140.00	
	1	5100	Regular Instructional Services	\$ (306.00)	
	1	5200	Special Populations Services	\$ (2,072.00)	
	1	6400	Technology Support Services	\$ 1,238.00	
	3	5100	Regular Instructional Services	\$ 100.18	
	3	5200	Special Populations Services	\$ 0.98	
	3	5300	Alternative Programs and Services	\$ (2.96)	
	3	6200	Special Population Support and Development Services	\$ 0.85	
	3	6300	Alternative Programs and Services	\$ 0.48	
	3	8100	Payments to Other Governmental Units	\$ (99.53)	
	<hr/>				
	8	1	5100	Regular Instructional Services	\$ 12,693.00
		1	6400	Technology Support Services	\$ (4,969.00)
		1	6500	Operational Support Services	\$ (7,724.00)
3		5300	Alternative Programs and Services	\$ 186.27	
3		5800	School-Based Support Services	\$ (186.27)	

AIA[®] Document B101[™] – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the 11th day of January in the year 2019
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

Asheboro City Schools
1126 South Park Street
Asheboro, North Carolina 27203
(336) 625-5104

and the Architect:
(Name, legal status, address and other information)

Smith Sinnett Architecture, P.A.
4600 Lake Boone Trail, Suite 205
Raleigh, North Carolina 27607
(919) 781-8582

for the following Project:
(Name, location and detailed description)

Asheboro City Schools HVAC and Kitchen Upgrades
Asheboro, North Carolina
The project consists of HVAC improvements to the gymnasiums at SAMS, NAMS and the High School's HVAC systems. A separate bid package will upgrade the kitchens at Lindley Park and McCrary Elementary Schools.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

TABLE OF ARTICLES

- 1 INITIAL INFORMATION**
- 2 ARCHITECT'S RESPONSIBILITIES**
- 3 SCOPE OF ARCHITECT'S BASIC SERVICES**
- 4 SUPPLEMENTAL AND ADDITIONAL SERVICES**
- 5 OWNER'S RESPONSIBILITIES**
- 6 COST OF THE WORK**
- 7 COPYRIGHTS AND LICENSES**
- 8 CLAIMS AND DISPUTES**
- 9 TERMINATION OR SUSPENSION**
- 10 MISCELLANEOUS PROVISIONS**
- 11 COMPENSATION**
- 12 SPECIAL TERMS AND CONDITIONS**
- 13 SCOPE OF THE AGREEMENT**

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

The project consists of HVAC improvements to the gymnasiums at SAMS, NAMS and the High School's HVAC systems. A separate bid package will upgrade the kitchens at Lindley Park and McCrary Elementary Schools.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

The total project budget is two million five hundred thousand dollars(\$2,500,000).

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

March 25, 2019

.2 Construction commencement date:

June 10, 2019

.3 Substantial Completion date or dates:

To be determined

.4 Other milestone dates: N/A

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:

(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Competitive Bid

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:

(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

The project must meet or exceed NC Building Code Energy requirements and meet or exceed Energy Star minimum requirements.

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:

(List name, address, and other contact information.)

Edward Keller, Director of Facilities and Maintenance, ACS

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:

(List name, address, and other contact information.)

Dr. Terry Worrell, Superintendent, ACS, Sandra Spivey, Finance Officer, Kristen Wright, AFO

§ 1.1.9 The Owner shall retain the following consultants and contractors:

(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

TBD

.2 Civil Engineer:

N/A

.3 Other, if any:

(List any other consultants and contractors retained by the Owner.)

TBD

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Rhonda Angerio, AIA
Smith Sinnett Architecture, P.A.
4600 Lake Boone Trail, Suite 205
Raleigh, North Carolina 27607
(919) 749-7547

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Kaydos Daniels Engineers, PLLC
Andrew Warnke, P.E.
400 West Morgan Street, #201
Raleigh, North Carolina 27603
(919) 8-4966

.2 Mechanical Engineer:

Optima Engineering P.A.
John Matthews, P.E.
150 Fayetteville Street
Raleigh, North Carolina 27601
(919) 926-2200

.3 Electrical Engineer:

Optima Engineering, P.A.
John Matthews, P.E.
150 Fayetteville Street
Raleigh, North Carolina 27601
(919) 926-2200

§ 1.1.11.2 Consultants retained under Supplemental Services:

§ 1.1.12 Other Initial Information on which the Agreement is based:

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than one million dollars (\$ 1,000,000) for each occurrence and one million dollars (\$ 1,000,000) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than included in General Liability (\$included in General Liability) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than included in General Liability (\$ included in General liability) each accident, included in General Liability (\$ included in General Liability) each employee, and included in General Liability (\$ included in General Liability) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than one million dollars (\$ 1,000,000) per claim and two million dollars (\$ 2,000,000) in the aggregate.

§ 2.5.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any

inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect’s services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor’s failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect’s negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect’s responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect’s response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect’s decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect’s certification for payment shall constitute a representation to the Owner, based on the

Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to

Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	A
§ 4.1.1.2 Multiple preliminary designs	A
§ 4.1.1.3 Measured drawings	A
§ 4.1.1.4 Existing facilities surveys	A
§ 4.1.1.5 Site evaluation and planning	A
§ 4.1.1.6 Building Information Model management responsibilities	A
§ 4.1.1.7 Development of Building Information Models for post construction use	NP

§ 4.1.1.8	Civil engineering	A
§ 4.1.1.9	Landscape design	A
§ 4.1.1.10	Architectural interior design	A
§ 4.1.1.11	Value analysis	NP
§ 4.1.1.12	Detailed cost estimating beyond that required in Section 6.3	A
§ 4.1.1.13	On-site project representation	A
§ 4.1.1.14	Conformed documents for construction	A
§ 4.1.1.15	As-designed record drawings	NP
§ 4.1.1.16	As-constructed record drawings	NP
§ 4.1.1.17	Post-occupancy evaluation	NP
§ 4.1.1.18	Facility support services	NP
§ 4.1.1.19	Tenant-related services	NP
§ 4.1.1.20	Architect's coordination of the Owner's consultants	O
§ 4.1.1.21	Telecommunications/data design	A
§ 4.1.1.22	Security evaluation and planning	A
§ 4.1.1.23	Commissioning	NP
§ 4.1.1.24	Sustainable Project Services pursuant to Section 4.1.3	NP
§ 4.1.1.25	Fast-track design services	NP
§ 4.1.1.26	Multiple bid packages	NP
§ 4.1.1.27	Historic preservation	NP
§ 4.1.1.28	Furniture, furnishings, and equipment design	NP
§ 4.1.1.29	Other services provided by specialty Consultants	NP
§ 4.1.1.30	Other Supplemental Services	NP

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

Not Applicable

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

Survey, Topography, Special Inspections, Commissioning

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in

accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 2 (Two) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 1 weekly (1 weekly) visits to the site by the Architect during construction
- .3 2 (Two) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 2 (Two) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion

of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within N/A (N/A) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum
(Insert amount)

N/A

.2 Percentage Basis
(Insert percentage value)

Twelve (12) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

.3 Other
(Describe the method of compensation)

For full architectural and engineering design services comprised of a renovation project, the fee shall be based on a twelve percent (12%) fee based on the contractor's bid price and eighty percent of any unaccepted alternates

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

N/A

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

All additional services shall be in an amount mutually agreed to in writing, by the Owner and Architect, prior to the commencement of construction.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus twenty percent (20 %), or as follows:

(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

All additional services shall be in an amount mutually agreed to in writing, by the Owner and Architect, prior to the commencement of construction

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	twenty-five	percent (25	%)
Design Development Phase	fifteen	percent (15	%)
Construction Documents Phase	thirty	percent (30	%)
Procurement Phase	five	percent (5	%)
Construction Phase	twenty-five	percent (25	%)
<hr/>				
Total Basic Compensation	one hundred	percent (100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

See below

Employee or Category	Rate (\$0.00)
Principal	\$150/hour
Project manager	\$130/hour
Project Architect	\$110/hour
Project Designer	\$90/hour
Administrator	\$65/hour

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus twenty percent (20 %) of the expenses incurred.

§ 11.9 **Architect's Insurance.** If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of N/A (\$ N/A) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid N/A (N/A) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

zero % 0

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

N/A

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203-2013 incorporated into this agreement.) (N/A)

- .3 Exhibits:

(Check the appropriate box for any exhibits incorporated into this Agreement.)

AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:

(Insert the date of the E204-2017 incorporated into this agreement.)

Other Exhibits incorporated into this Agreement:

(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

- .4 Other documents:

(List other documents, if any, forming part of the Agreement.)

Exhibit A - Asheboro City Schools McCrary Elementary and Lindley Park Elementary Kitchen renovations and Asheboro High School, Southern Asheboro Middle School and Northern Nash Middle School Gymnasium HVAC systems.

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

Gidget Kidd, Board Chair, ACS Board of Education

(Printed name and title)

ARCHITECT (Signature)

Rhonda Angerio, AIA, President
Smith Sinnett Architecture, P.A.

(Printed name, title, and license number, if required)

Budget Amendment
Asheboro City Schools Administrative Unit
Federal Funds

The Asheboro City Board of Education at a regular meeting on the 14th day of March, 2019, passed the following resolution.

Be it resolved that the following amendment be made to the budget resolution for the fiscal year ending June 30, 2019.

<u>Revenue</u>			
3.3600.050	Title I	\$	2,985.00
3.3600.060	IDEA VI-B Handicapped		17,821.00
3.3600.114	IDEA-Children w/Special Needs		44,002.03
			<u>44,002.03</u>
		\$	<u>64,808.03</u>
 <u>Expenditure</u>			
3.5330.050	Remedial and Supplemental K-12 Services	\$	2,985.00
3.5210.060	Children w/ Disabilities Curricular Services		17,821.00
3.5840.114	Health Services		44,002.03
			<u>44,002.03</u>
		\$	<u>64,808.03</u>
Total Appropriation in Current Budget		\$	3,971,548.97
Total Increase/Decrease of above amendment			<u>64,808.03</u>
Total Appropriation in Current Amended Budget		\$	<u>4,036,357.00</u>

Passed by majority vote of the Board of Education of Asheboro City on the 14th day of March, 2019.

Chairman, Board of Education

Secretary

RESOLUTION SUPPORTING LOCAL CONTROL OF SCHOOL CALENDARS

WHEREAS, the North Carolina General Statutes give local boards of education powers of supervision and control of local school systems; and

WHEREAS, local control over establishing school calendars is an integral component of school system supervision and administrative powers with which local boards of education have been vested; and

WHEREAS, in 2004 the North Carolina General Assembly seized control of setting school calendars and imposed a one-size-fits-all mandate on how school calendars are to be set; and

WHEREAS, the current one-size-fits-all school calendar start date is no earlier than the Monday closest to August 26 and the end date is no later than the Friday closest to June 11; and

WHEREAS, the State mandated late August start date means high schools do not complete the first semester until mid to late January; and

WHEREAS, the current law essentially requires high school students to take first semester exams after the winter break, which negatively impacts test scores, according to students and educators; and

WHEREAS, the second semester for high schools starts two to three weeks later than community colleges and universities; and

WHEREAS, superintendents report that the calendar misalignment makes it nearly impossible for high school students or recent winter graduates to take courses at a nearby community college or university during the second semester; and

WHEREAS, exams for Advanced Placement and International Baccalaureate classes are given on the same day nationwide, and the current calendar law shortens the amount of time North Carolina's students have to learn the material before test day; and

WHEREAS, major hurricanes and severe winter snow storms have caused Asheboro City Schools to miss 26 school days over the past five years; and

WHEREAS, with little flexibility built in to the calendar, scheduling make-up days is extremely challenging; and

WHEREAS, fall sports and band begin August 1, schedules for extracurriculars have not changed to coincide with the state-mandated school calendar; and

WHEREAS, local boards of education are best equipped to understand the balancing act of meeting the community's needs and maximizing student success; and

WHEREAS, restoring local control of school calendars will allow local boards of education to best meet the calendar preferences of the families, educators, and businesses in our community while allowing for innovative experimental approaches to improve student achievement.

THEREFORE, be it resolved that the Asheboro City Board of Education requests that the North Carolina General Assembly pass a resolution in support of calendar flexibility.

Adopted by the Asheboro City Board of Education this 14th day of March, 2019.

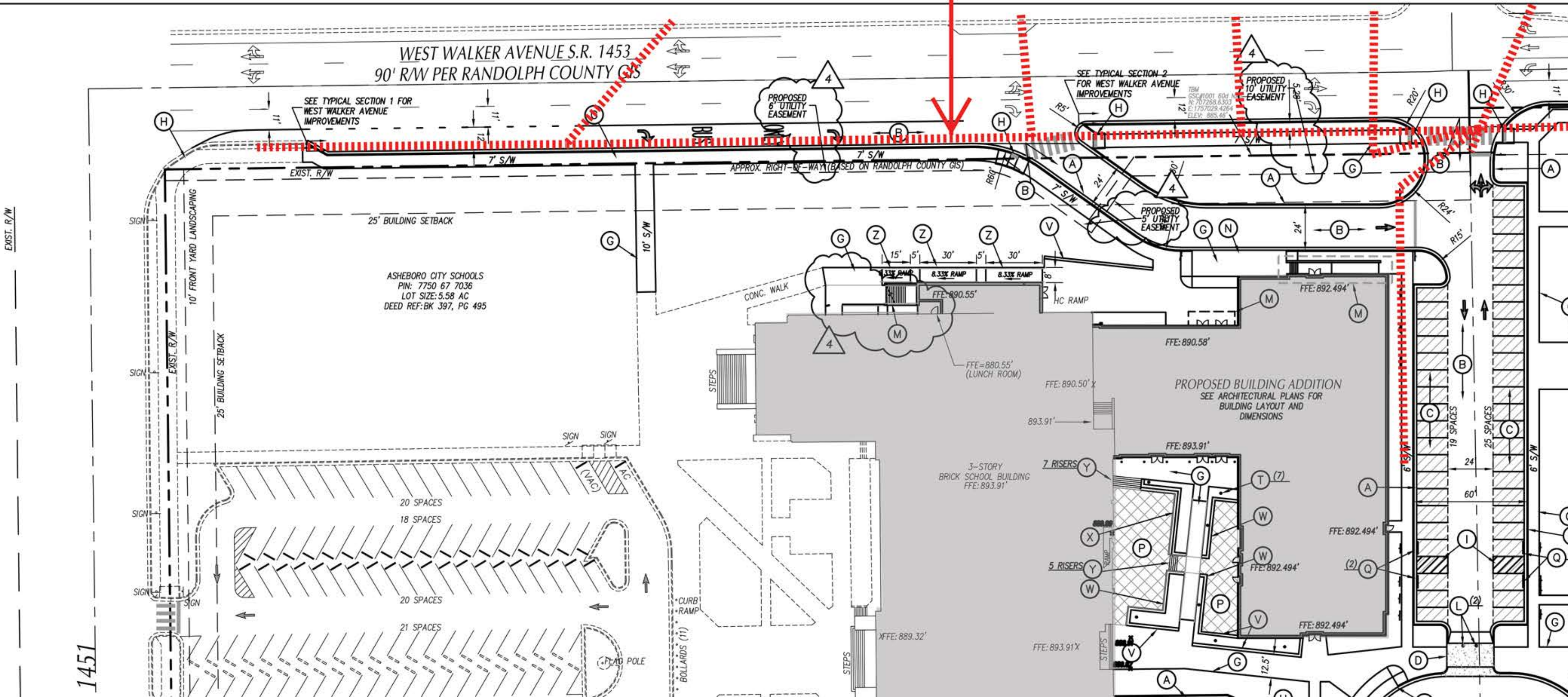
Gidget Kidd, Board Chair

Date

Dr. Terry Worrell, Superintendent

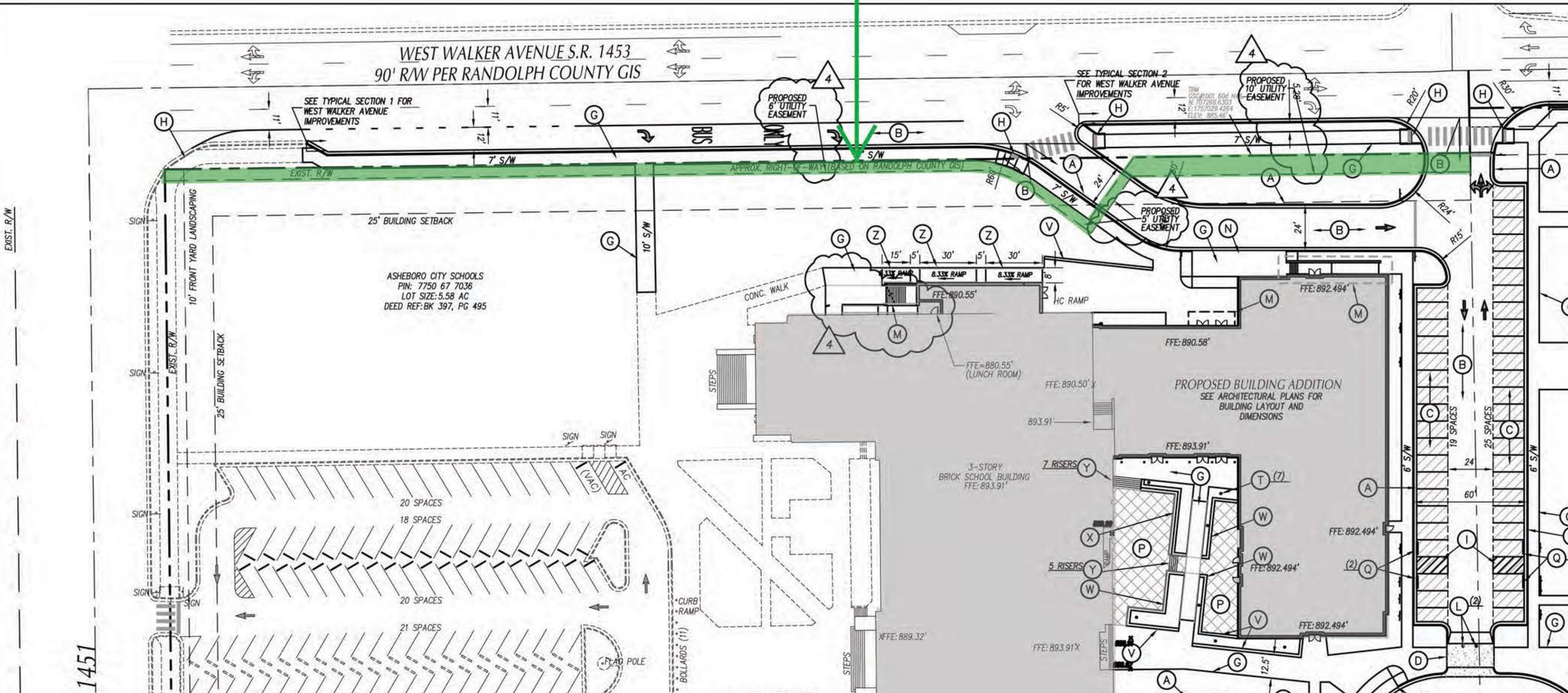
Date

POLES AND ASSOCIATED OVERHEAD LINES TO BE REMOVED



1451

PROPOSED EASEMENT TO BURY OVERHEAD LINES



1451

ASHEBORO CITY SCHOOLS
 PIN: 7750 67 7036
 LOT SIZE: 5.58 AC
 DEED REF: BK 397, PG 495

PROPOSED BUILDING ADDITION
 SEE ARCHITECTURAL PLANS FOR
 BUILDING LAYOUT AND
 DIMENSIONS

3-STORY
 BRICK SCHOOL BUILDING
 FFE: 893.91'

SEE TYPICAL SECTION 2
 FOR WEST WALKER AVENUE
 IMPROVEMENTS

SEE TYPICAL SECTION 1 FOR
 WEST WALKER AVENUE
 IMPROVEMENTS

PROPOSED
 10" UTILITY
 EASEMENT

PROPOSED
 6" UTILITY
 EASEMENT

PROPOSED
 5" UTILITY
 EASEMENT

APPROX. RIGHT-OF-WAY (BASED ON RANDOLPH COUNTY GIS)

25' BUILDING SETBACK

10' FRONT YARD LANDSCAPING

25' BUILDING SETBACK

20 SPACES

18 SPACES

20 SPACES

21 SPACES

19 SPACES

25 SPACES

CURB RAMP

BOLLARDS (1)

FLAG POLE

STEPS

STEPS

STEPS

7 RISERS

5 RISERS

STEPS

STEPS

STEPS

7 RISERS

5 RISERS

STEPS

STEPS

STEPS

Innovative and Digital Learning Opportunities



Homework Resources for Families



Homework Resources

Home \ Families \ Homework Resources

Asheboro City Schools

About the District >

Departments >

Directory of Schools

Volunteers and Community

Current Staff

Families

Quick Links

Homework Resources for Parents/ Recursos de Tareas para Padres



Kindergarten / Kinder

- Reading Resources / Recursos de lectura- English / Español
- Math Resources / Recursos de Matemáticas- English / Español
- Vocabulary / Vocabulario- English / Español

1st Grade / 1er Grado

- Reading Resources / Recursos de lectura- English / Español
- Math Resources / Recursos de Matemáticas- English / Español
- Vocabulary / Vocabulario- English / Español

2nd Grade / Segundo Grado

- Reading Resources / Recursos de lectura- English / Español
- Math Resources / Recursos de Matemáticas- English / Español
- Vocabulary / Vocabulario- English / Español

3rd Grade / 3er Grado

- Reading Resources / Recursos de lectura- English / Español
- Math Resources / Recursos de Matemáticas- English / Español
- Vocabulary / Vocabulario- English / Español

4th Grade / 4to grado

- Reading Resources / Recursos de lectura- English / Español
- Math Resources / Recursos de Matemáticas- English / Español
- Vocabulary / Vocabulario- English / Español

5th Grade / 5to grado

- Reading Resources / Recursos de lectura- English / Español
- Math Resources / Recursos de Matemáticas- English / Español
- Vocabulary / Vocabulario- English / Español

6th Grade

- English Language Arts / Estudios del Lenguaje- English / Español

7th Grade

- English Language Arts / Estudios del Lenguaje- English / Español

8th Grade

Coding Activities



Learn

Teach

Projects



Makerspaces

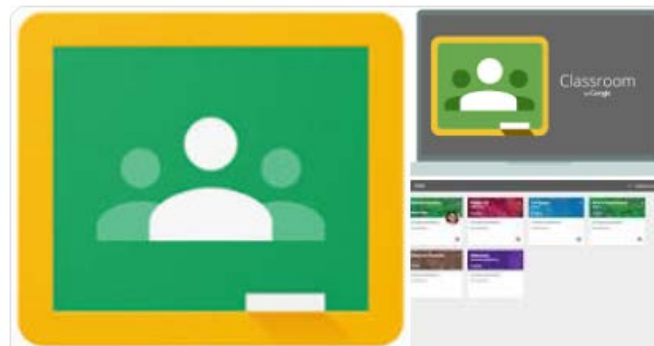
STEAM



Virtual Learning



North Carolina
School of Science
and Mathematics



Google Classroom




Digital & Media Resources

awoodyard

Digital Resources
Public

Asheboro City Schools' digital resources, tools, and apps for digital teaching and learning.

awoodyard



Seesaw
Webpage

awoodyard



Search for an activity

Desmos Classroom Activities
Webpage

Activities Classroom Desmos

awoodyard



CK-12 Free Online Textbooks, Flashcards, Adaptive Practice, Real World Examples, Simulations
Webpage

awoodyard




Teaching Channel
Article

For Common Core resources, teacher videos, strategies and lesson plans, go to Teaching Channel. Find great ideas and strategies in classroom teaching videos covering Math, Science, English, History and more.

Home Channel Lesson Plans Strategies

awoodyard



Remind
Webpage

Communication for the classroom, home, and everywhere in between. Remind is a communication platform that helps schools and districts reach and engage with their communities—and build the relationships that lead to better learning.

Remind community connected engage families

awoodyard




ClassDojo
Webpage

Learn all about ClassDojo

Build wonderful classroom communities with parents and students

ClassDojo Learn Build classroom communities

awoodyard




Discovery Education | Digital Textbooks and Educational Resources
Webpage

Discovery Education ignites student curiosity and inspires educators to reimagine learning with award-winning digital content and professional development. Accelerate student achievement by capturing the minds and imaginations of students. Visit us online and learn more!

4th Grade 5th Grade Science

awoodyard



EngageNY Common Core Curriculum
Webpage

In order to assist schools and districts with the implementation of the Common Core, NYSED has provided curricular modules and units in P-12 ELA and math that can be adopted or adapted for local purposes. Full years of curricular materials are currently available on EngageNY for grades Prekindergarten through 12th grade in Mathematics and Prekindergarten through 12th grade in English Language Arts (ELA).

Common Core Curriculum EngageNY 12th

awoodyard



GoNoodle | Movement and Mindfulness for Kids
Article

GoNoodle gets over 14 million kids moving be their strongest, bravest, silliest, smartest, bestest selves. Start GoNoodling for free!

The Innovation Project



Innovation in Engaging ALL Learners

Innovative Classroom Teacher Fellowships

Innovative Classrooms Growth Framework



Teacher Mindset

Methodology

Space



Dual Enrollment Opportunities

Resilience Update

Asheboro City Schools
Board of Education Meeting March 14, 2019
D.R. Cash, Jr., Director of Support Services



Randolph Community College and Randolph County Public Health present...

UNDERSTANDING TRAUMA



Tuesdays and Thursdays | 6-9 PM

Feb. 19 & 21 | Archdale Campus | Room 307

Feb. 26 & 28 | Asheboro Campus | CEIC Rooms 103/107

Offering Hope by Understanding Trauma and Building Resilience

This class will empower educational professionals to build resilience in the children they serve by giving them the tools to recognize the signs and effects of trauma. Children who live in families with substance use disorders and mental health issues take on a set of behaviors and symptoms that play out in a variety of settings. With this training, educators and administrative staff will acquire the skills necessary to create a trauma-informed environment. This training will utilize the ACEs questionnaire (Adverse Childhood Experiences) to increase awareness and will provide local resources for our children.

Dinner will be provided as early as 5:30. The class will start promptly at 6:00.

The cost for this class is being generously paid for by a grant from the ABC Board and funding from the Randolph County Strategic Plan.

“Understanding Trauma”

- Follow up teacher training through Randolph Community College
 - 16 teachers attended (+2 scheduled for Archdale campus)
 - Reviewed the film
 - Adverse Childhood Experiences (ACEs) screener
 - Learned stress-management strategies for self and students
 - Emphasised importance of community involvement for students
 - discussed ways to provide volunteer opportunities to students

Parent Awareness Workshops (PAWs)

Randolph Community College and Randolph County Public Health present...

PAWs

PARENT AWARENESS WORKSHOPS
open to ALL parents living in Randolph Co.

Take a 'PAWs' from your hectic
schedule to become more informed of
the challenges your children face!

All workshops are the same. Parents, attend any
ONE session that is most convenient for you!

**South Asheboro Middle School
Media Center** | Tuesday, March 5

**Providence Grove High School
Room D124** | Thursday, March 7

**Randleman High School
Media Center** | Monday, March 18

**Wheatmore High School
Room G223** | Thursday, March 21

**North Asheboro Middle School
Theatre** | Tuesday, March 26
(Hispanic presentation)

- **Classes** will be from **5:30-7:30 p.m.**
- **Dinner** will be provided from **4:30-5:30.**
- **Workshop** will begin promptly at **5:30.**

**Space is limited so call 336-633-0268
to reserve your spot today!**

**Registration at the door is allowed but a
seat is not guaranteed.**



PAWs

This **FREE** workshop will increase parent awareness of the types of drugs and paraphernalia that their child may encounter. Parents will learn about signs and symptoms of substance use, as well as local resources that are available. Additional topics will include...

- Tobacco & eCigs
- Youth Mental Health
- Suicide Prevention
- Social Media
- Internet Safety

*** To enhance your learning, we ask that you please find childcare for your children if possible.**

The cost for this class is being generously paid for by a grant from the ABC Board and funding from the Randolph County Strategic Plan.

Moving Forward:

- PBIS (Positive Behavior Intervention Support)
- Sanford Harmony in Elementary Guidance
- SHAPE (School Health Assessment & Performance Evaluation)
 - Identifies students at risk for mental health needs
 - Ensures three tiered support
- Identify grants to fund partnerships with non-traditional outside agencies for targeted, small group support (2019-2020)

Asheboro City Schools Calendar 2020-2021

Proposed 1.31.19

July 2020						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

August 2020						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

September 2020						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

October 2020						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

November 2020						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

December 2020						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

July	
3	Holiday
August	
17	Staff Reports
17, 21	Required Teacher Workday
18	Required Professional Dev.
14, 19-20, 24	Optional Teacher Workday
25	First day for students

September	
7	Holiday
October	
26	Last day of First Quarter
November	
3	Optional Teacher Workday
11	Holiday
25	Vacation/Annual Leave
26-27	Holiday

December	
18	Early Release
21	Optional Teacher Workday
22-23, 29-31	Vacation/Annual Leave
24, 25, 28	Holiday

January	
1	Holiday
15	End of Second Quarter
18	Holiday
19-20	Optional Teacher Workday

February	
25	End of Third Quarter
26	Optional Teacher Workday

April	
2	Optional Teacher Workday
5	Holiday
6-9	Vacation/Annual Leave

May	
31	Holiday

June	
9	End of Fourth Quarter
9	Early Release
10	Required Teacher Workday
11	Optional Teacher Workday

Holidays	
Optional Teacher Workdays	
Required Teacher Workdays	
Vacation/Annual Leave	
Required Prof. Development Workday	
Early Release	

January 2021						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

February 2021						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28						

March 2021						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

April 2021						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

May 2021						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

June 2021						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

Procedures for Closing School Due to Inclement Weather

- In addition to posting information on closing on the official website for Asheboro City Schools (www.asheboro.k12.nc.us), school closing information will be released to the following news media and social media sites:

RADIO WMAG 99.5 FM	TV-WFMY (Channel 2)	TV-WXLV (Channel 45)
RADIO WKXR 1260AM	TV-WGHP (Channel 8)	Facebook
Spectrum News (Channel 14)	TV-WXII (Channel 12)	Twitter

- If school must be dismissed during the day, there will be approximately a 45-minute delay between elementary and secondary dismissals in order for the buses to make double runs.

Makeup for Inclement Weather

- The Asheboro City Schools may determine that inclement weather make-up time is required. Days generally reserved include Teacher Workdays and Annual Vacation Leave Days. Make-up days will be utilized according to the educational needs and instructional programs of the Asheboro City Schools. Students, parents, and staff should plan accordingly.

Potential make-up days for staff and students may include:

Workdays	Vacation/Annual Leave	Saturdays
November 3	November 25	Only by Board Addendum
December 21	Dec. 22, 23, 29, 30, 31	
January 19, 20	April 6, 7, 8, 9	
March 26		
April 2		
June 10, 11		



Points of Pride Update

March 14, 2019

- **Battle of the Books Winning Team**

This year's Battle of the Books winning team was from South Asheboro Middle School. The SAMS team won with a score of 130 to 68. Ms. Julia Dawson, Ms. Kim Hoffman, and Ms. Heather Norris led the team. The team advances to the regional competition on Friday, April 5. (The book list consisted of 27 books.)

- **Lady Blue Comets Advance to Fourth Round of State Finals**

Congratulations to the Lady Blue Comets for defeating Statesville High School on Saturday night! The team now advances to the fourth round (of five rounds) in the state finals. The girls will play Cuthbertson High School in Waxhaw, NC (Union County) on Tuesday night at 6 p.m. GO BIG BLUE!

- **Regional Science Fair Winner**

District Science Fair first-place winners participated in the Regional fair in February. Congratulations to Brandon Todd, a seventh-grade student from South Asheboro Middle School, for winning first place in the Technology category for his project "Get This Song Stuck in your Head." Brandon will go on to the state competition held at NC State University in March.

- **Regional Science Olympiad Winners**

South Asheboro Middle School

On Saturday, February 23, 19 South Asheboro Middle School students participated in the regional Science Olympiad competition at UNCG. Medal winners were:

Debora Figueroa and Natalie Small: fifth-place in Crime Busters;

Matthew Clauser and Natalie Small: fourth-place in Disease Detectives;

Josue Escalante and Jaxon Jensen; fifth-place in Road Scholar.

North Asheboro Middle School

Congratulations to the NAMS Science Olympiad Team. Team members include: Alexandra Pasillas, Daniel Maldonado, Hannah Charles, Ivan Guerrero, Kevin Resendiz, Killian Peters, Luis Sanchez, Naomi Bustamante, Oscar Orenday, Roselyn Lopez, Shawn Anderson, and Yasmine Lopez. Coaches are Steven Hopkins, Emily Keller, Mattison Callahan, Amy Smith, Alisa Hicks and Richard Schrader. Daniel Maldonado and Luis Sanchez won a fifth-place medal for their "Battery Buggy."

- **Michael Smith – NCHSAA State Wrestler (2x)**

Asheboro High School senior Michael Smith won his SECOND NCHSAA State Wrestling title in the 3A 220 weight class.

- **2019 NCCTM Central Region Math Fair**

This past weekend, we had the pleasure of hosting the 2019 NCCTM Region Math Fair at North Asheboro Middle School. Ninety-seven from across the Piedmont-Triad from 25 different schools participated. Asheboro City Schools was represented by Srishti Kushwaha from GBT, Will Kelley from SAMS (Honorable Mention), Jeannette Graham, AHS (Honorable Mention), Rolando Hernandez, AHS (Honorable Mention), and Arvin Singh, AHS (3rd Place). Those placing will move on to the State Competition on May 3rd at Triad Math and Science Academy in Durham.

- **Teacher Recruitment Fair**
 We had great success with our third annual Teacher Recruitment Fair that was held on Saturday, February 23. There were a number of highly-qualified teacher candidates in attendance. The week after the event, we had interviews lined up with the several attendees! A very successful event indeed!
- **STEAM Competition Kick-Off**
 On Monday, February 25, Asheboro City Schools held the annual STEAM Competition kick-off for secondary students. The event was held in the AHS Media Center and we had a record number of registrants (over 100 students!).
- **Read Across America Day**
 All Asheboro City elementary schools participated in Read Across America Day on Friday, March 1. We had many community leaders in our schools and several board members as well.
- **National FFA Week!**
 In February, the Asheboro Zoo FFA Chapter celebrated National FFA Week. Members traveled to Raleigh to meet with legislators and learn more about civic responsibilities at the NCFFA Association's Legislative Day. They also served a staff appreciation breakfast at AHS and volunteered at CUOC. State FFA Officers facilitated leadership workshops with the agriculture classes and members used their teamwork and critical thinking skills for a digital breakout game for Fun Friday!
- **AHS Named ACS Signature School**
 On Friday, March 1, Dr. Penny Crooks, Ms. Gayle Higgs, Ms. Merieda Cortez, and Mr. Jonathan Dillion represented Asheboro High School at the Piedmont Triad Education Consortium's Signature School Breakfast.
- **Staff Intranet Now LIVE**
 On Monday, March 4, we launched the ACS Staff Intranet! This employee portal allows the district to post content specific to staff in a location that is password protected and thus not available for public consumption. Using the staff intranet, we will be able to post employee-specific information such Monday Musings, Human Resources forms, professional development opportunities, safety trainings, and much more! To access the staff intranet, employees may log on to the ACS website and click the Staff Login button at the top pf the homepage. They are then prompted to login using their username and password – the same one they use for accessing email, etc. They are then directed to the staff intranet homepage. This was one of the exceptional features we were excited about when transitioning to our new website vendor.

Calendar of Events

Mar-19

	DATE	MEETING	TIME	LOCATION
Tues	March 12	SAMS AFTT Night	5:30-7:30	SAMS
Thurs	March 14	ACS Board of Education Workshop (prior to regular meeting)	6 p.m.	COBR
Thurs	March 14	Asheboro City Board of Education Meeting	7:30 p.m.	COBR
Tues.	March 19	ACS/Sodexo Future Chef Competition	4:30 - 6 p.m.	Balfour Elementary School
Thurs.	March 21	Elementary Battle of the Books	9:30 a.m.	LP gymnasium
Thurs.	March 21	BAL AFTT Night	5-7 p.m.	
Fri.	March 22	GBT Career Day	8:30 - 10:30 a.m.	GBT
Sun.	March 24	Regional Spelling Bee	1 p.m.	Southeastern Center for Contemporary Art (SECCA) in Winston-Salem
Thurs.	March 28	DLL, GBT, and SAMS to host EL Parent Night	5:30 p.m.	SAMS Media Center
Fri	March 29	Mandatory Teacher Workday	All Day	All Sites
Fri	March 29	AHS Senior Showcase/Talent Show	8 p.m.	Sunset Theater
Saturday- Mon	March 30 - April 1	National School Boards Association Annual Conf.	All Day	Philadelphia, PA
Tues	April 2	WKXR Talks	8:30 - 9 a.m.	WKXR Studios
Tues.	April 2	STEAM Competition (Secondary)	9:30 a.m. - 2 p.m.	AHS Media Center
Tues	April 2	STEAM Competition (Elementary)	12-4 p.m.	AHS New Gym
Wed.	April 3	WZOO Radio	8 a.m.	WZOO
Thurs	April 4	DLL AFTT Night	5:30 p.m.	DLL
Fri	April 5	ACS Elementary Choral Festival	7:30 a.m. - 7 p.m.	NAMS Auditorium
Fri	April 5	Regional Middle School Battle of the Books		Laughlin Professional Center (Summerfield)
Tues	April 9	CWM Kindergarten Orientation	8:30 a.m. - 1 p.m., 3-6 p.m.	CWM
Tues.	April 9	GBT AFTT Night	4:30 - 6:30 p.m.	GBT
Thurs	April 11	Asheboro City Board of Education Meeting	7:30 p.m.	COBR
Fri	April 12	Greensboro Symphony for 4th Graders- ACS & Rand. Co. Schools	9:30 a.m. ACS/11:30 Rand. Co.	Randleman Elementary School
Mon - Fri	April 15-19	ACS Spring Break (Annual Leave M-Th, Holiday - Friday)	All Day	All Sites
Tues	April 23	LP Kindergarten Orientation	8:30 a.m. - 1 p.m., 3-6 p.m.	LP
Wed	April 24	BAL Kindergarten Orientation PM ONLY	12- 6 p.m.	BAL
Thurs	April 25	BAL Kindergarten Orientation	8:30 a.m. - 1 p.m., 3-6 p.m.	BAL
Fri.	April 26	NAMS 50th Anniversary Celebration	1 - 3:30 p.m.	
Tues	April 30	Lindley Park AFTT Night	5:30 p.m.	LP
Tues	April 30	GBT Kindergarten Orientation PM ONLY	12- 6 p.m.	GBT

Wed	May 1	GBT Kindergarten Orientation	8:30 a.m. - 1 p.m., 3-6 p.m.	GBT
Thurs	May 2	DLL Kindergarten Orientation	8:30 a.m. - 1 p.m., 3-6 p.m.	DLL
Thurs	May 2	NAMS AFTT Meeting	6-7:30 p.m.	
Fri.	May 3	BAL Spring Fling	5-7 p.m.	
Fri	May 3	State Middle School Battle of the Books		Wake Tech (Raleigh)
Mon.	May 6	SAMS Spring Band Concert	7:30 p.m.	TBD
Tues	May 7	WKXR Talks	8:30 - 9 a.m.	WKXR Studios
Tues.	May 7	Teacher of the Year Banquet	6 p.m.	Pinewood Country Club
Wed.	May 8	NAMS Spring Concert	7 p.m.	NAMS Auditorium
Thurs	May 9	Asheboro City Board of Education Meeting	7:30 p.m.	NAMS Auditorium
Thurs.	May 9	AHS Band Chamber/Percussion Concert	7:30 p.m.	PDC (band room)
Thurs.	May 9	Regional Elementary School Battle of the Books		Laughlin Professional Center (Summerfield)
Tues	May 14	SAMS Spring Chorus Concert	7 p.m.	TBD
Thurs	May 16	AHS Chorus Concert	7:30p.m.	TBD
Mon	May 20	CWM AFTT Night (K, 2, & 4)	5:30 p.m.	CWM
Tues.	May 21	AHS Jazz Concert	7:30 p.m.	PDC (band room)
Wed.	May 22	WZOO Radio	8 a.m.	WZOO
Thurs	May 23	CWM AFTT Night (1, 3, & 5)	5:30 p.m.	CWM
Thurs	May 23	AHS Band Concert	7 p.m.	Sunset Avenue Church of God
Mon	May 27	Memorial Day Holiday	All Day	All Sites
Fri	May 31	ACS Employee Appreciation Snacks	All day	All sites
Sun.	June 2	AHS Baccalaureate	6 - 8 p.m.	SAMS Auditorium
Tues	June 4	WKXR Talks	8:30 - 9 a.m.	WKXR Studios
Wed.	June 5	WZOO Radio	8 a.m.	WZOO
Fri	June 7	Graduation/Last Day for Students	All Day	All Sites
Mon	June 10	Retirement Breakfast	8 - 10 a.m.	
Mon	June 10	Mandatory Teacher Workday	All Day	All Sites
Tues	June 11	Teacher Workday	All Day	All Sites
Thurs	June 13	Asheboro City Board of Education Meeting	7:30 p.m.	COBR



**Board of Education Strategic Plan Goals
2018-2019**

Highlighted items added since last board meeting

Goals and Objectives	Annual Strategies
<p>GOAL 1: Each student in Asheboro City Schools graduates prepared for further education, work and citizenship.</p>	
<p>Objective 1. Align instruction with a guaranteed and viable curriculum, so that students master grade /course standards for career and college readiness.</p>	<ul style="list-style-type: none"> ● Implement consistent and connected pacing in English Language Arts and Math, K-12. <ol style="list-style-type: none"> 1. Monitored through CASA meetings and grade-level planning. 2. Pacing guide is used to guide grade-level and content-level planning at each school. 3. Two vertical team meetings for all K-12 content area teachers were held this fall to discuss vertical pacing. Two more will be held this spring. ● Develop a PreK-12 writing focus across all subjects. <ol style="list-style-type: none"> 1. Developed K-12 Canvas course for K-12 teachers in writing across the curriculum. 2. Provided writing professional development for instructional leaders and administrators during October Curriculum Conversations. 3. Provided Hybrid (face-to-face/CANVAS) writing professional development Module 1 for elementary teachers during October grade-level meetings. 4. Elementary teachers continued with (face-to-face/CANVAS) writing professional development module 2 for the month of November. 5. Elementary teachers continued with (face-to-face/CANVAS) writing professional development module 3 for February.

- Monitor student progress at least quarterly with data team check-ins from assessment and walk-through data.
 1. Central office teams and school-level administrators reviewed and analyzed Check-In data looking for patterns and examining next steps for instructional purposes.
 2. The first round of NC Check-Ins Grades 3-8 for Math and Reading will be given 10/30 - 11/9. Data will be utilized to gauge student mastery on assessed standards and adjust instruction as necessary.
 3. Schools (instructional facilitators and administrators) reviewed Check-In data in CASA meetings after administering the NC Check-Ins in Reading and Mathematics. A central office team met with schools, upon request, to support data disaggregation.
 4. EVAAS data for 2017-2018 was released on November 16. Principals reviewed data with school staff and analyzed data to support learning. Instructional facilitators attended training on the use of EVAAS data to identify trends and to address subgroup deficiencies.
 5. Elementary instructional facilitators and administration met in February with grade-level teams to review:
 - a. mCLASS MOY assessment data
 - b. Check-in data for 4th and 5th grades
 - c. Determine next steps in adjusting instruction
- Provide research-based curriculum and support materials for teachers aligned to content standards.
 1. Teachers were provided a hard copy of the revised standards in ELA and Math.
 2. Elementary instructional facilitators developed A "questions stems" to support teachers in scaffolding instruction related to reading comprehension tasks.
 3. [MTSS Intervention Matrix](#) for each grade level has been created and is regularly updated.
- Provide CASA fidelity checks.
 1. Protocols are in place for weekly review and analysis of formative assessments,

	<p>Check-In data, and lesson plan reviews.</p> <ol style="list-style-type: none"> 2. Elementary director participates regularly in CASA meetings at several elementary schools. <ul style="list-style-type: none"> ● Expand the use of North Carolina Check-In assessments for interim progress monitoring in grades 3 to 8, including family notification of student progress after each administration (Reading/ELA in grades 4-8 and Mathematics in grades 3-8). <ol style="list-style-type: none"> 1. Assessments were used to guide conversations and “next steps” to deliver differentiated instruction. 2. Family notifications were sent home after each administration. 3. Test Coordinator Training for administration will occur on October 9. 4. The first round of NC Check-In Grades 3-8 for Math and Reading will be given 10/30 - 11/9. Data will be utilized to gauge student mastery on assessed standards and adjust instruction as necessary. 5. Data was shared with schools within four days of administration. Schools are analyzing the data in CASA meetings and using the assessment data to drive instruction. 6. The second round of NC Check-In Assessments was completed on February 1. Data was shared with each school. Copies of the assessments will be available for instructional use until March. Individual Student Reports were shared with each school, to be shared with families. 7. Data meetings are being scheduled with each school to monitor student progress, identify areas in need of support, and to assess progress toward proficiency and growth.
<p>Objective 2. Define and implement consistent grading practices, so that students and families have a clear understanding of performance.</p>	<ul style="list-style-type: none"> ● Develop a grading practices committee to study grading practices across the district ● Develop a common understanding of grading student performance for all schools at each level.
<p>Objective 3. Enhance the integration of technology with instruction, so that</p>	<ul style="list-style-type: none"> ● Provide technology professional development opportunities for teachers and administrators.

students use digital resources as tools for learning.

1. Seventeen teachers completed an Introduction to AIG in Asheboro City Schools' professional development through Canvas facilitated by Megan Smith and Melissa McKeown during the summer to prepare to teach AIG students and add-on AIG licensure.
2. Secondary teachers completed part one of Canvas Writing in the Content Area course on the August 22nd workday. The remainder of the course will be completed by the November workday.
3. Elementary teachers completed part 1 and part 2 of Canvas Writing in the Content Area course in the first semester. Part 3 of the course is an optional Technology module for digital learning CEU credits.
4. ACS administrators have participated in ongoing professional development for digital learning CEU credits at each Administrative Leadership Team meeting.
5. A professional learning opportunities page has been added to the staff page on the district website. This page provides staff with a curated list of face-to-face and on demand opportunities for technology and digital learning professional development.
6. On November 6, teachers had the opportunity to participate in digital professional learning conducted by EVERFI. EVERFI's instructional resources focus on topics that are determinant to student wellness and success. These digital resources use best-in-class instructional design to engage learners and scaffold them through new knowledge and skills in areas of financial readiness, emotional literacy, STEM career understanding, and much more.
7. Media Specialists have been provided digital learning coach training from The Friday Institute. As a digital learning coach, they have been providing ongoing small group digital learning opportunities to staff at each school site.

- Develop and implement a systematic and equitable process for selecting technology tools and software for classroom use.

	<ol style="list-style-type: none"> 1. NCDPI and The Friday Institute have developed the Quality Review Checklist and Rubric for Digital Learning Resources. Both the checklist and rubric are designed to evaluate supplemental digital learning resources such as online educational games, simulations, apps, instructional tasks or lesson plans that require a digital device. This checklist will be shared with media specialist and instructional facilitators in March 2019.
<p>Objective 4. Establish transition plans for the district and individual students, so that each student makes continual progress towards graduation.</p>	<ul style="list-style-type: none"> ● Develop a district and school transition plan for pivotal transition points in students' educational journey (entering school, between elementary and middle, between middle and high, graduation, temporary removal, etc.). <ol style="list-style-type: none"> 1. 5th grade transition visits are scheduled to SAMS and NAMS March 11-15. 2. 5th grade Parent Transition night will be March 19th. 3. EC File Share Day is scheduled for 3/19 to support EC student transitions to K, 6th, and 9th grades. 4. Kindergarten information sessions were held March 5, 2019. ● Initiate 4-year plans with all eighth graders in preparation for moving to high school. <ol style="list-style-type: none"> 1. NAMS and SAMS are utilizing XELLO, an online career development platform to create four-year plans prior to high school registration in February. 2. 8th to 9th grade transition- A. Woody
<p>Objective 5. Expand opportunities for each student to utilize critical thinking, collaboration, communication, and creativity so that students develop skills necessary for further education and careers.</p>	<ul style="list-style-type: none"> ● Increase number of math and science related teams, projects, and resources. Increase number of arts-related projects and activities. <ul style="list-style-type: none"> ○ Math Competition ○ Science Fair ○ STEAM Competition ○ Science Olympiad ○ PTA Reflections ○ Future Chef ○ Needs more details ● Expand afterschool and summer opportunities to participate in competitive and problem-solving events.

	<ul style="list-style-type: none"> ● Increase options for opportunities to learn within Advanced Placement courses, Honors courses, Dual-Credit courses, technical courses, internships, and online courses.
<p>Objective 6. Provide each student service learning opportunities, so that all students will further develop their citizenship and contribute to their community.</p>	<ul style="list-style-type: none"> ● Create and publicize opportunities for service-learning within our Asheboro City Schools community for students. ● Develop a common language and procedure for integrating service-learning within the Asheboro City Schools community.
<p>GOAL 2. Each student has a personalized education.</p>	
<p>Objective 1. Implement a multi-tiered system of support (MTSS), so that all students are ensured equitable access to rigorous instruction aligned to their educational needs.</p>	<ol style="list-style-type: none"> 1. School Multi-Tiered System of Support (MTSS) team trainings for all schools. <ul style="list-style-type: none"> ● 2018-19 MTSS training dates have been scheduled for the elementary and secondary cohorts. The elementary cohort has attended one session and the secondary cohort has attended two sessions. ● Representatives from each school participated in a two-day train-the-trainer event to support the use of Aimsweb for universal screening and progress monitoring. ● Aimsweb mid-year assessments were completed in February 2019. 2. Develop standard protocols for interventions. <ul style="list-style-type: none"> ● The elementary cohort began developing Standard Protocols during the 8/22/18 professional development session. ● The elementary cohort developed Standard Protocols for ELA during the 01/10/19 afternoon professional development session. 3. Ensure a universal screening system is intact in all schools to evaluate core instruction, determine the needs of students, and make decisions for the district in a systematic way. <ol style="list-style-type: none"> 1. On 8/31/18 a multidisciplinary stakeholder group met to review and propose revisions to the Universal Screening System for K-9. 2. Monitoring through CASA and planning. 3. Universal Screening Systems for K-9 are currently in place. 4. Mid-year screening using AIMSWEB will be conducted in February 2019. (Dr. Maerz will

	<p>check.)</p> <ol style="list-style-type: none"> 4. Implement the ACS District Equity Plan to intentionally engage in problem-solving and action planning related to issues of equity. <ol style="list-style-type: none"> 1. Developed an equity employment statement and post to district website. 2. Drafted a vision and mission statement for the Equity Team. 3. Developing Equity Leadership Professional Development for March 29th • Develop an intervention plan for all students who are not on grade level <ol style="list-style-type: none"> 1. School CASA teams are developing small-group intervention plans to support students who require additional support or intervention. <ul style="list-style-type: none"> ○ ACS EC Department developed site-based plans to support EC students who are three or more grade levels behind to ensure appropriate IEP goals and service delivery are being considered. ○ EC Department staff is reviewing mid-year progress monitoring data for targeted students to adjust interventions and strengthen intervention implementation.
	<ul style="list-style-type: none"> • All students will have a career component included in their 4-year graduation plan to include work-based learning experiences, industry credentials, and/or dual-learning credit. • Increase the number of students participating in the Career and College Promise opportunities at Randolph Community College. • Increase the number of CTE Concentrator graduates who score a level silver or above on the WorkKeys credential. <ol style="list-style-type: none"> 1. The high school and PowerSchool teams are working to ensure all CTE Concentrator graduates are clearly identified and scheduled to participate in the WorkKeys administration. 2. The administration of the ACT WorkKeys for early graduates will be held in early December 2018. 3. Preliminary data from the December administration show 77% of students have scored

	<p>silver or better and 8 students achieved the platinum level.</p>
<p>Objective 3. Increase number of STEAM (science, technology, engineering, arts, and math) and global education experiences for all students, so that students are globally competitive.</p>	<ul style="list-style-type: none"> ● Partner with community organizations and industries to provide and expand additional STEAM activities for students and parents. <ul style="list-style-type: none"> 1. Over 100 students participated in the secondary STEAM kickoff event on February 25. In comparison, 18 students participated in this same event last year. The district STEAM competition is scheduled for April 2. ● Partner with academic institution in China to provide cultural opportunities for Asheboro High School students.
<p>Objective 4. Expand opportunities for personalized learning and engagement during and beyond the regular school day, so that student needs are met and personal interests are encouraged.</p>	<ul style="list-style-type: none"> ● Integrate equity into teaching, scheduling, and all student practices to ensure all students are treated fairly. (Dig deeper into what schools are doing)-(Robin Harris, Dr. Favasuli, & Dr. Maerz) ● Expand the dual-language program to a third elementary school. <ol style="list-style-type: none"> 1. School Leadership Teams are reviewing and gathering data to determine “next steps” in the adoption of dual -language program. 2. Schools will consider dual-language programs for the 2020-2021 school year. 3. Dual Language program information sessions have been developed to attract ACS families to register in the lottery for the dual-language programs at LP and BLF. 4. Information sessions have been provide at BLF and LP AFTT nights 5. Information sessions for ECDC families and the public on January 21st at AHS at 6:00 p.m. 6. After school Conversational Spanish Programs have been developed for all 5 elementary schools. <ol style="list-style-type: none"> a. Additional teachers have been added and there is a waitlist ● Develop a virtual academy for Asheboro City Schools.

	<p>1. Dr. Woody and Mr. Woodyard visited Surry County schools to evaluate their virtual academy. Surry County has shared numerous resources that we are currently reviewing.</p> <ul style="list-style-type: none"> ● Increase the number of students who take at least one Advanced Placement and/or college course ● Continue postsecondary education and career awareness exploration activities through annual summer college tours
<p>Objective 5. Cultivate partnerships with families and the community so that student learning experiences are enhanced.</p>	<ul style="list-style-type: none"> ● Enhance existing Family Engagement initiatives that are connected to student learning and build strong relationships with parents and community. <ol style="list-style-type: none"> 1. The Black Advisory Council met on November 1st, December 11th, (Inclement Weather- NO SCHOOL Cancellation) and January 24th. The next meeting is April 25. 2. The Latino Advisory Council met on October 4th, January 17th, and March 7th. ● Cultivate a learning partnership to provide dual enrollment to homeschool students. <ol style="list-style-type: none"> 1. Information was included in the community newsletter, informing our stakeholders about the dual-enrollment opportunities for homeschool students. 2. ACS staff collaborating with staff from The Innovation Project. ● Provide opportunity for all second grade students to learn how to swim in partnership with the City of Asheboro. <ul style="list-style-type: none"> ● Awaiting the opening of the Municipal Aquatics Center.
<p>Objective 6. Expand opportunities for each student to experience the cultural arts, so that all students strengthen and develop their creativity and collaboration.</p>	<ul style="list-style-type: none"> ● Conduct a comprehensive arts program planning process to explore methods for enhancement of the arts education program.
<p>GOAL 3. Each student has excellent educators every day.</p>	
<p>Objective 1. Recruit, develop, and retain high quality professionals, so that students continue to learn and</p>	<ul style="list-style-type: none"> ● Expand and grow the Asheboro City Schools career fair. <ul style="list-style-type: none"> ● Teacher Recruitment Fair took place February 23, 2019.

<p>grow.</p>	<ul style="list-style-type: none"> ● Evaluate the impact of implementing the TeacherMatch system. ● Develop an exit survey/process to collect data to assess employee satisfaction. <ul style="list-style-type: none"> ● Sample exit surveys collected from several districts to review. ● A draft survey has been prepared. Plans are in place to pilot a survey this spring/summer.
<p>Objective 2. Foster a culture of professional growth, so that all employees are supported in achieving high standards and increased student performance.</p>	<ul style="list-style-type: none"> ● Increase the number of teachers who attend at least one Pre-AP or AP workshop conducted by the College Board. <ol style="list-style-type: none"> 1. Five AHS AP teachers attended a one-day workshop on October 31st through a partnership with NC AP Partnership. 2. Three middle school staff members will be attending ● Teachers will have the opportunity to participate in Reading Research, Math Foundations, and ACS Teacher Leadership Academy to enhance professional skills and provide opportunities for leadership. <ul style="list-style-type: none"> ○ 18 teachers attended the fall cohort of Reading Research to Classroom Practice training and have completed three of the five days of training. ○ 9 teachers are currently participating in the Reading Research to Classroom Practice training in the spring 2019 cohort. ○ 10 teachers are currently participating in Math Foundations training and have completed four of the five days of training. ● Teachers and administrators will participate in focused professional development to support English Learners. <ul style="list-style-type: none"> ○ Lead teachers participated in WIDA training for administrators and brought back information to train administrators. ○ Elementary teachers participated in Oracy (Academic Discourse) training during the initial work days of the school year. ○ Balfour Elementary teachers participated in Oracy (Academic Discourse) training on the November 6th professional development day. ○ EL teachers at district schools have provided training to their staff on the use of ELlevation strategies and data. One school is holding discussion groups on ELlevation strategies to support ELs, and the two EL teachers at that school gave a presentation to the district EL team to share information gained in the discussion groups. ○ Individual EL teachers present to the district EL team to share their strategies for engaging with EL parents and training school staff in supporting ELs.

- EC and ESL leadership collaborated on the roll out of professional development training for administrators regarding Pre-Referral Protocol for ESL students.
- In December, Director of ESL and Lead Teachers provided professional development on scaffolding Academic Discourse for ELs to the Administrative Leadership Team.
- ESL leaders attended EL Coordinators meeting in Raleigh in January 2019 to receive updates and training on how to meet ESSA EL progress goals.
- EL lead teacher attended a two-day conference with Kate Kinsella, author of Academic Vocabulary Toolkit, and received materials to share with district's EL team.
- During second semester, the district's EL team is doing a book study of Special Education Considerations for English Language Learners, in order to be better equipped to support ELs referred to SST and dual-identified ELs.
- EL team will provide training during the mandatory work day March 29th on Oracy and EL Best Practices.
- Content areas and grade level teachers will meet regularly to provide support and professional growth.
 - Provided Hybrid (face-to-face/CANVAS) writing professional development for elementary teachers and provided extra time for teachers to collaborate on “what works” and “areas of growth” during October grade-level meetings.
- Provide professional development and learning opportunities to increase teachers' awareness of culturally competent and equitable practices in the learning environment as outlined in the ACS District Equity Plan.
 - Provided professional development training to Teacher Leadership Academy participants on “Understanding Cultural Responsiveness” on September 26th.
 - Needs more information. What are we doing for everyone else? Dr. Worrell
 - Two voluntary members of the District Equity Team attended the North Carolina School Boards Association Equity NC event in Raleigh to advance the work of our system.
 - Members will train stakeholders on information learned from the function as well as ongoing professional development garnered from expert colleagues on the team.
 - Participation in a poverty simulation was insightful and valuable. Review of this activity and the potential for bringing this to our staff will be discussed.

<p>Objective 3. Celebrate, recognize, and cultivate excellence in the profession, so that faculty and staff feel supported, valued, and successful in order to maximize their full potential.</p>	<ul style="list-style-type: none"> ● Work with building level leaders to identify additional ways to celebrate/recognize employees. <ul style="list-style-type: none"> ● Bus Driver Appreciation Week included thank you cards from students and a brunch organized by support services. ● Quarterly “Thank You” snacks. ● Recognized National Board teachers at the January board meeting. ● Recognition in Monday Musings for appreciation weeks: <ul style="list-style-type: none"> ○ School Social Workers ○ School Nurses ○ School Counselors ○ Bus drivers ● Increase awareness of the Employee Assistance Program to provide resources and support to address personal or work-related challenges and concerns. <ul style="list-style-type: none"> ● Implemented new Employee Assistance Program provider (Mygroup.com). Materials and introduction video provided for principals to introduce during opening staff meeting. ● Materials also available during ACS Health Fair. ● Monthly EAP newsletter made available through Monday Musings.
<p>GOAL 4. Asheboro City Schools will have up-to-date business, technology, and communication systems to serve its students, families, and staff.</p>	
<p>Objective 1: Provide access and up-to-date training on the use of technology and communication systems, so that students, families, and/or staff can effectively use these resources to support student progress.</p>	<ul style="list-style-type: none"> ● Train classroom teachers and implement the use of PowerTeacher Pro. <ol style="list-style-type: none"> 1. A train-the-trainer model was implemented or each school to be implemented at the start of each school year. Each school sent a trainer to training at RCC in April 2018. 2. Dr. Drew Maerz and Christina Kinley provided school support for training upon principal request. 3. PowerTeacher Pro training webinars, offered by NCDPI, are shared with teacher through email and Monday Musings. 4. Follow-up trainings are offered at individual schools on an “as needed” basis. 5. Troubleshooting/Problem-Solving tutorials offered to individuals, teams, and schools at crucial times in the academic year. Support offered at the end of the first quarter, end of the first semester, and in closing courses (end of semester). ● Train all staff on the new district telecommunications system.

	<ul style="list-style-type: none"> 1. Voice over Internet Protocol (VOIP) phones have been fully deployed across the school district and trainings have been completed at every school/district site. ● Conduct a needs assessment survey of students and families on home internet access. <ul style="list-style-type: none"> 1. Media specialists at each school site have completed an internet access survey with parents and students. Results from this survey are currently being compiled. ● Continue to update signage throughout the district. <ul style="list-style-type: none"> 1. Updated "Tobacco Free School Zone" signage provided by regional support
<p>Objective 2: Communicate with city and local government to assess plans for community internet access.</p>	<ul style="list-style-type: none"> ● Continue collaboration with Randolph Public Library to provide hotspots and internet access to our families through the public library <ul style="list-style-type: none"> 1. Randolph Public Library has multiple mobile hotspots available for checkout. Library staff has collaborated with school staff to provide hotspots to students with specific academic needs requiring internet access. ● Communicate low-cost private internet options and free public wifi options to our families through multiple mediums <ul style="list-style-type: none"> 1. Low cost private internet options and free public wifi options have been shared with students and families on social media.
<p>Objective 3: Develop and execute a comprehensive marketing plan, so that our community is informed about student outcomes, opportunities, quality educators, and the benefit of the district to the community.</p>	<ul style="list-style-type: none"> ● Design and Implement the Asheboro High School Alumni and Friends Association ● Re-image the Advisory Councils to help carry the Asheboro City Schools message into the community. <ul style="list-style-type: none"> 1. Students have been selected for the Student Advisory Council and PTO/PTA representatives have been identified. First meetings with these advisory groups begin the week of September 17. 2. On October 3, the newly formed ACS Business Advisory Council met to provide feedback to the system from the business and industry perspective. Chris Harrington from Elastic Therapy was elected as the ACS Business Advisory Council Chair. ● Develop "Talks with Terry" to update key community stakeholders about district initiatives and hear community concerns. ● Explore paid advertising options to continue carrying the message of Asheboro City Schools. <ul style="list-style-type: none"> ● Annual report for 17-18 content has been collected and we are working on layout/design now. The report serves two purposes - to inform and to market ACS. It will be sent to all supplemental tax payers by the winter break. ● Although not paid advertising, since the last board meeting, we have scheduled

	<p>monthly LIVE radio spots with 99.9 WZOO radio and WKXR with Larry Reid.</p> <ul style="list-style-type: none"> ● Right Here Randolph advertisement for 2019 magazine. ● 2017-2018 Annual Report has been sent to 9,000 ACS tax payers (shout-out to Maira Cortes!). ● Purchased new ACS sticky pads and ACS presentation folders for marketing purposes. ● Launched the ACS intranet for staff members (internal communication). ● Dual Language Immersion program communication plan (as of Friday, 96 applications for 80 spots). ● Meetings for 2019-2020 have been scheduled for all advisory councils. ● Added Instagram account as of December 2018. ● Monthly meetings with Terrence Jefferies from the Courier-Tribune about ACS and to educate him about public education in general. ● Planning underway with Ms. Call for NAMS 50th Anniversary Celebration. ● Read Across America activities - invited board and community members into our schools. ● Shared “canned” crisis statements for principals to reference in the event of a crisis situation. ● Improved navigation on ACS website to be more intuitive for users. ● Additional signs made for 1 of 3, and Top Ten to be used as marketing pieces. ● Working on a 30-second commercial for Chamber of Commerce about ACS. ● Working on kindergarten t-shirts for registration events in April and May. ● Hosted Leadership Randolph at ECDC and AHS Zoo School on March 7. ● Celebrated ACS Signature School on March 1 (AHS).
--	---

GOAL 5. Each student is healthy, safe and responsible.

<p>Objective 1. Design, implement, and evaluate a system-wide process to ensure students are connected to an adult advocate, so that each student collaborates regularly with a mentor or trusted adult.</p>	<ul style="list-style-type: none"> ● At the beginning of each year school will identify students that do not have a mentor or trusted adult and will work with their teachers, staff, and mentor/ volunteers to ensure each student has a trusted adult to whom they can reach out. <ul style="list-style-type: none"> ● SHAPE team process identified next steps for assigning mentors to at-risk students. ● Continue to build partnerships with organizations like Communities in Schools, Village of Barnabas, Eastside Development Corporation and faith based and civic partners to find mentors for students.
--	--

<p>Objective 2. Provide a system of support to ensure access to effective health and safety programs so that the physical, social, and emotional needs of students are met.</p>	<ul style="list-style-type: none"> ● Integrate the Sanford Harmony social emotional curriculum in grades K-6. ● Communicate the role and outreach of the school nurse to the school community. ● Resilience Training for educators to meet the needs of students who have experienced trauma. ● Increase student access to mental health services. <ul style="list-style-type: none"> ● Added staff as Mental Health Specialist. ● Convened the SHAPE Team to assess district capacity and develop a district action plan for increasing mental health supports and services. ● Provide training on the updated threat assessment process. <ol style="list-style-type: none"> 1. Training on the revised Threat and Risk Assessment process was provided to administrators on 8/15/18 and for school counselors and social workers on 8/16/18.
<ul style="list-style-type: none"> ● Objective 3. Design, implement, and evaluate a comprehensive continuum of behavioral supports, so that students, families, and staff have clear expectations for appropriate behavior and resources are available to meet student needs. 	<ul style="list-style-type: none"> ● Conduct monthly PBIS district meetings for the purpose of analyzing discipline data and facilitate collaborative problem solving. <ul style="list-style-type: none"> ● Meeting Dates: 9/4, 10/2, 11/7, 12/6, 1/10, 3/7, 4/3, & 5/7 ● Conduct monthly PBIS school-level meetings to problem solve individual, group, and school wide discipline data, establish interventions and celebrations
<p>Objective 4. Expand community partnerships that promote a healthy lifestyle, so that the wellness of our students, families, and staff is improved.</p>	<ul style="list-style-type: none"> ● Expand Employee Assistance Program to provide resources and support to address personal or work-related challenges and concerns. <ol style="list-style-type: none"> 1. Implemented new Employee Assistance Program provider (Mygroup.com). Materials and introduction video provided for principals to introduce during opening staff meeting. Materials also available during ACS Health Fair. Monthly EAP newsletter made available through Monday Musings. ● Host a district wellness fair. <ul style="list-style-type: none"> ○ August 21st, 2018 from 1pm-4pm at SAMS <ul style="list-style-type: none"> ■ Services included: <ul style="list-style-type: none"> ● Blood Pressure testing ● Blood Sugar screening ● Body fat analysis ● Breast Health and mammograms

- Core Balance testing
- Colonoscopy Education
- Health Coaching for Waist Reduction
- Joint education and screening
- Spine Screening
- Vision Screening
- Wellness in Dental health

- Encourage ACS staff and students to participate in the Mayors fitness challenge.
- Partner with A3/ Healthy Randolph to offer classes for staff members on healthy eating and wellness.