

ASHEBORO CITY BOARD OF EDUCATION
Asheboro City Schools Professional Development Center
October 8, 2020
7:30 p.m.

6:30 p.m. - Policy Committee

6:45 p.m. - Finance Committee

I. Opening

- A. Call to Order
- B. Moment of Silence
- C. Pledge of Allegiance
- *D. Approval of Agenda

II. Special Recognitions and Presentations

- A. Points of Pride – Ms. Leigh Anna Marbert, Public Information Officer
- B. Asheboro City Schools Principal of the Year – Dr. Aaron Woody, Superintendent

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 three to five minutes for remarks. Issues or concerns involving personnel matters are not appropriate for the public comment setting.

IV. *Consent Agenda

- A. Approval of Minutes – September 10, 2020
- B. Personnel
- C. Budget Amendment S-01
- D. Discards

V. Information, Reports, and Recommendations

- A. Policies Recommended for 30-Day Review – Dr. Drew Maerz, Director of Testing and Accountability:
 - Policy 1200 - Governing Principle – Student Success
 - Policy 1400 - Governing Principle – School Initiatives
 - Policy 1610/7800 - Professional and Staff Development
 - Policy 1700 - Governing Principle – Removal of Barriers
 - Policy 1800 - Governing Principle – Stewardship of Resources
 - Policy 3410 - Testing and Assessment Program
 - Policy 3420 - Student Promotion and Accountability
 - Policy 7360/8225 - Crowdfunding on Behalf of the School System
- B. Teacher Attrition Report – Ms. Carla Freemyer, Executive Director of Human Resources
- C. Facilities Update – Mr. Ed Keller, Maintenance Director
- D. CTE Update / Civil Rights Review – Ms. Sarah Beth Robbins, Administrator/Curriculum & Instructional Management Coordinator
- E. Plan B Update – Dr. Wendy Rich, Assistant Superintendent of Curriculum and Instruction, and Dr. Penny Crooks, Principal of Asheboro High School

VI. *Action Items

A. 2020-2021 Proposed Calendar Revisions – Mr. Jordi Roman, Director of Support Services

VII. Superintendent's Report - Dr. Aaron Woody, Superintendent

A. Board Goals Update

VIII. Board Operations – Chairman Gidget Kidd

A. Calendar of Events

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.

ASHEBORO CITY BOARD OF EDUCATION
Asheboro City Schools Professional Development Center
October 8, 2020
7:30 p.m.

ADDENDUM

6:30 p.m. - Policy Committee

6:45 p.m. - Finance Committee

I. Opening

II. Special Recognitions and Presentations

III. Public Comments

IV. *Consent Agenda

B. Personnel (Addendum Added)

V. Information, Reports, and Recommendations

VI. *Action Items

B. Budget Amendment CO-01 (Added)

C. Mobile Modular Management Corporation Contract (Added)

VII. Superintendent's Report

VIII. Board Operations

A. Calendar of Events (Updated)

B. Selection of Voting Delegates for the 2020 North Carolina School Boards Association Annual Conference (Added)

IX. Adjournment

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

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Points of Pride

October 8, 2020

Asheboro Zoo FFA Recognized as 3-Star Chapter

For the second year in a row, Asheboro Zoo FFA Chapter has been recognized by the National FFA Organization as a 3 STAR CHAPTER in the National Chapter Awards Program. One of only 12 chapters in North Carolina to receive this rating, this distinction is only awarded to the top 5% of chapters in the country. This recognition is the result of the hardwork and dedication of 70 FFA members and countless supporters who helped our chapter grow leaders, build communities, and strengthen agriculture during the 2019-2020 school year. The award will be presented to the chapter during the 93rd National FFA Convention in October.

Students Give Back to Local Healthcare Workers

The Asheboro High School Band created and delivered special treats to staff at Randolph Health last Tuesday. The AHS Band created and personalized close to 220 cards of appreciation. Randolph Health was very grateful to the AHS Band for recognizing the dedication of our community's local health care workers!

Dr. Penny Crooks, 2021 Principal of the Year

Dr. Penny Crooks of Asheboro High School has been announced the 2021 Asheboro City Schools Principal of the Year. Under Dr. Crooks' leadership, AHS has exceeded expected growth the last two years and was listed in the top 50 percent of schools statewide based on test score growth results. The Piedmont-Triad Education Consortium (PTEC) recognized AHS as a Signature School in early 2019. Finally, Dr. Cooks has played a key role in the development of the new building at AHS. Congratulations Dr. Crooks!

Asheboro City Board of Education Earns Silver Bell Award

The Asheboro City Board of Education was presented with a 2020 North Carolina School Boards Association (NCSBA) Silver Bell Award during the virtual District V meeting in September. The Silver Bell Award recognizes boards who have actively worked towards meeting their 12 hours of training during the 2019-2020 academy year.

**Asheboro City Schools
Board of Education
Asheboro City Schools Professional Development Center
September 10, 2020**

Policy Committee

Policy Committee Members present:

Dr. Beth Knott, Chair	Archie Priest, Jr.	Michael Smith
Art Martinez	Gidget Kidd, ex-officio	

Other Board Members present:

Baxter Hammer	Gus Agudelo	Linda Cranford
Ryan Patton	Gwen Williams	

Staff Members present:

Dr. Aaron Woody	Dr. Drew Maerz	Sandra Spivey
Dr. Wendy Rich	Carla Freemyer	Anthony Woodyard
Jordi Roman	Kristen Wright	Leigh Anna Marbert
Ed Keller	Donna Gentry	Lee Clark

Dr. Knott called the meeting to order at 6:32 p.m. and referred to Dr. Maerz for policy presentations.

- Policy 1200 – Governing Principle – Student Success
 - Added Crowdfunding on Behalf of the School System (policy 7360/8225)
- Policy 1400 – Governing Principle – School Initiatives
 - Added Crowdfunding on Behalf of the School System (Policy 7360/8225)
- Policy 1610-7800 – Professional and Staff Development
 - Section A – Revised Wording
 - Updated Legal and Cross References
- Policy 1700 – Governing Principle – Overcoming Barriers
 - Added Race and Equity – Policy 1705
 - Added Crowdfunding on Behalf of the School System (policy 7360/8225)
- Policy 1800 – Governing Principle – Stewardship of Resources
 - Added Crowdfunding on Behalf of the School System (policy 7360/8225)
- Policy 3410 – Testing and Assessment Program
 - Section A – Removed North Carolina Final Exams
 - Section B – Removed wording regarding Occupational Course of Study Standards
 - Added completion of CTE Performance Based Measurement
- Policy 3420 – Student Promotion and Accountability
 - Section 4 – Removing NC Final Exams
 - Section 5 – updated wording/language – added CTE Performance Based Measurement
- Policy 7360/8225 – Crowdfunding on Behalf of the School System – New policy added with legal references and other resources

There being no further business, the committee meeting adjourned at 6:43 p.m.

Finance Committee

Finance Committee Members present:

Gidget Kidd, ex-officio	Baxter Hammer, Chair	Gus Agudelo
Linda Cranford	Ryan Patton	Gwen Williams

Finance Committee Member absent:

Phillip Cheek, ex-officio

Other Board Members present:

Art Martinez	Michael Smith	Dr. Beth Knott
Archie Smith, Jr.		

Staff Members present:

Dr. Aaron Woody	Dr. Drew Maerz	Sandra Spivey
Dr. Wendy Rich	Carla Freemyer	Anthony Woodyard
Jordi Roman	Kristen Wright	Leigh Anna Marbert
Ed Keller	Donna Gentry	Lee Clark

Smith Sinnett Employees present:

Rhonda Angerio	Fred Jernigan	Les Parker
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Mr. Hammer called the meeting to order at 6:45 p.m. and referred to Ms. Spivey.

Ms. Spivey gave an update of the Randolph County Commissioners meeting on Tuesday, September 8, 2020. Dr. Aaron Woody, Superintendent, presented an update to Phase I, II, and III of the construction projects to the commissioners. Dr. Woody requested approval of the advancement of funds for Phase III that will be needed between October 2020 and March 2021. The County Commissioners requested additional details on Phase III. The County Commissioners did approve a resolution to allow for the advancement of the \$4.2 million needed to secure mobile units and begin site work.

Ms. Spivey reviewed the information regarding the Payroll Tax Deferral Plan offered by the federal government. Asheboro City Schools is choosing not participate in this plan because we feel that double tax payments in January through April will be a hardship for some employees.

Ms. Spivey discussed recently passed House Bill 1105, which holds school districts harmless to the projected Average Daily Membership (ADM) for state allocations. This legislation also holds principal salaries harmless to the 2019-2020 ADM as well.

Ms. Spivey turned the meeting over to Smith Sinnett Architecture to provide an update on Phase III of the Asheboro High School renovation project. Rhonda Angerio gave a brief update of the current design schedule as well as a timeline for mobile units. The bid opening for the lease of the mobile units was on August 18. The lowest bidder came in at just over \$1.4 million. The estimated cost was \$1.5 million. The site work will go out for bid in October. Funds will be needed to begin the site work following the bid opening. Dr. Woody will present an update on the Phase III schedule and a request for the funds needed between October 2020 and March 2021 to the Randolph County Commissioners at their September 8 meeting. We are working with Smith Sinnett to prepare this information.

There being no further business, Mr. Hammer adjourned the meeting at 7:05 p.m.

Board of Education Meeting

Board Members attending in person:

Gidget Kidd, Chair	Phillip Cheek, Vice Chair	Gustavo Agudelo
Linda Cranford	Baxter Hammer	Dr. Beth Knott
Art Martinez	Ryan Patton	Archie Priest, Jr.
Michael Smith	Gwen Williams	
Scott Eggleston, Board Attorney		

Staff Members attending in person:

Dr. Aaron Woody	Dr. Wendy Rich	Carla Freemyer
Sandra Spivey	Anthony Woodyard	Donna Gentry
Lee Clark	Leigh Anna Marbert	Sarah Beth Robbins
Deanna Wiles	Jordi Roman	Dr. Drew Maerz
Ray Horton	Ed Keller	Chandra Manning

Staff Members attending virtually:

Principals:		
Dr. Penny Crooks	Ann Evans	Christopher Tuft
Ronald Dixon	Julie Brady	Nikia Domally
Derek McCoy	Holly White	Lisa Hayes

Opening

Chairman Kidd called the meeting to order at 7:30 p.m. and welcomed all in attendance. Chairman Kidd opened the meeting. Dr. Aaron Woody, Superintendent, requested the moment of silence be held in remembrance of Naseem McDonald, third-grade student from Donna Lee Loflin Elementary School, who passed away earlier in the week. The Pledge of Allegiance was led by Mr. Michael Smith, Board Member.

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

Public Comments: There were no requests to address the board.

Consent Agenda

Upon motion by Ms. Cranford and seconded by Mr. Patton, the Board unanimously approved the following items under the Consent Agenda as presented:

- A. Approval of Minutes – August 13, 2020
- B. *Policies Recommended for Approval
 - 4040/7310 – Staff-Student Relations
 - 4210 – Release of Students From School
 - 4230 – Communicable Diseases – Students
 - 4240/7312 – Child Abuse and Related Threats to Child Safety
 - 4325 – Drugs and Alcohol
 - 6325 – Parking Areas for Students
 - 7240 – Drug-Free and Alcohol-Free Workplace

- 7241 – Drug and Alcohol Testing of Commercial Motor Vehicle Operators
- 7500 – Workday and Overtime
- 7503 – Remote Working
- 7510 – Leave
- 7540 – Voluntary Shared Leave
- 7620 – Payroll Deductions
- 7900 - Resignation

C. Personnel

*A. RESIGNATIONS/RETIREMENTS/SEPARATIONS

LAST	FIRST	SCHOOL	SUBJECT	EFFECTIVE
Johnson	Coby	LP	After School Program Assistant (part-time)	8/16/2020
Bumpas	Linda	BAL	Instructional Assistant	9/30/2020
Wood	Kasey	NAMS	Assistant Principal	11/3/2020

*B. APPOINTMENTS

LAST	FIRST	SCHOOL	SUBJECT	EFFECTIVE
Brown	Margaret	AHS	Testing Coordinator/Office Support	9/14/2020
Carroll	Joanne	BAL	Custodian (part-time)	8/18/2020
Davidson	Salem	AHS	Non-faculty Coach - Volleyball	9/1/2020
Jacob	Victor	AHS	Non-faculty Coach - Boys Soccer	9/1/2020
Castillo	Evelyn	CO	Substitute; \$85 per day	9/11/2020
Freeman	Tiffany	AHS	Custodian	9/28/2020
Mayo	Dawn	CO	Substitute; \$85 per day	9/11/2020
Underwood	William	CO	Maintenance (temporary; part-time)	9/14/2020

C. TRANSFERS

LAST	FIRST	SCHOOL	SUBJECT	EFFECTIVE
Silva	Pricila	DLL	Custodian to Head Custodian	8/26/2020
Justice	Kenneth	DLL/SAMS to DLL	Custodian	8/26/2020
Weaver	Dennis	DLL to DLL/SAMS	Head Custodian to Custodian	8/26/2020

D. *Charter Bus Companies Recommended for Use in 2020-2021

____ *A copy is made a part of these minutes

Action Items

A. *Videos providing details of each schools' Continuous Improvement Plan were shown. Upon motion by Mr. Smith and seconded by Dr. Knott, the Board unanimously approved all plans as presented.

*A copy of the Continuous Improvement Plans is made a part of these minutes.

B. *School Re-Opening: The Board discussed the reopening of all Asheboro City Schools. The following plans were approved:

-***Pre-K**: Upon motion by Ms. Cranford and seconded by Mr. Cheek, the Board unanimously approved for the Early Childhood Development Center Pre-K students will return full time on Monday, September 21, 2020.

The Early Childhood Development Center is regulated by the North Carolina Department of Health and Human Services (NCDHHS), the same agency that oversees childcare centers across the state. ECDC can go back to in-person instruction for five days a week because the facility has small enough class sizes and limited density to comply with state rules and regulations.

*A copy of the Interim COVID-19 Reopening Policies for NC Pre-K Programs dated 8-31-20 is made a part of these minutes.

-**Elementary** (kinder through fifth grades): Upon motion by Mr. Patton and seconded by Ms. Williams, the Board unanimously approved for elementary students to return on Monday, October 5, 2020, under the Plan B hybrid model. This is a 50/50 split of students on A and B days with A-day students attending in-person on Mondays and Tuesdays with remote learning Wednesday through Friday, and B-day students attending in-person on Thursday and Friday with remote learning Monday through Wednesday.

-**Secondary** (middle and high school): Upon motion by Dr. Knott and seconded by Mr. Cheek, the Board unanimously approved secondary students to return on Monday, October 19, 2020, under the Plan B hybrid model. For middle school, the schedule will rotate the same as elementary students. Some varied accommodations may be necessary for Asheboro High School due to classroom sizes. Dr. Penny Crooks, Asheboro High School Principal, will present a plan for reopening to administrators.

Superintendent's Report: Dr. Aaron Woody, Superintendent, made the following report.

- *10-day enrollment and class size reports were included in the meeting materials. Board members were encouraged to review the information.
- The Superintendent reported that lawmakers have approved to hold school systems harmless regarding their Average Daily Membership (ADM) which determines the amount of state funding received.

*A copy is made a part of these minutes.

Board Operations

Chairman Kidd noted the next board meeting is October 8, 2020.

Adjournment

There being no further business and upon motion by Dr. Knott, seconded by Mr. Agudelo, the Board unanimously approved to adjourn at 10:28 p.m.

Chairman

Secretary

**Asheboro City Schools
Personnel Transactions
October 8, 2020**

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

LAST	FIRST	SCHOOL	SUBJECT	EFFECTIVE
Brown	Greg	SAMS	Custodian	9/25/2020
Gordon	Tresia	LP	Custodian	1/31/2021
Robbins	Kathy	DLL	Instructional Assistant	12/31/2020

***B. APPOINTMENTS**

LAST	FIRST	SCHOOL	SUBJECT	EFFECTIVE
Badillo	Sofia	SAMS	Custodian	10/12/2020
Parson	Krystal	AHS	Instructional Assistant	9/21/2020

**Asheboro City Schools
Personnel Transactions - ADDENDUM
October 8, 2020**

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

LAST	FIRST	SCHOOL	SUBJECT	EFFECTIVE
Lamb	Reba	ECDC	Instructional Assistant	10/16/2020

***B. APPOINTMENTS**

LAST	FIRST	SCHOOL	SUBJECT	EFFECTIVE
Wood	Kasey	CO	Substitute; \$103 per day	11/4/2020

C. TRANSFERS

LAST	FIRST	SCHOOL	SUBJECT	EFFECTIVE
Dillon	Jonathan	LP to NAMS	Assistant Principal	TBD

Budget Amendment
Asheboro City Schools Administrative Unit
State Public School Fund

The Asheboro City Board of Education at a regular meeting on the 8th day of October, 2020, passed the following resolution.

Be it resolved that the following amendment be made to the budget resolution for the fiscal year ending June 30, 2021.

REVENUE

1.3100.000	State Allocation	\$ 158,682
		<u>\$ 158,682</u>

EXPENDITURE

1.5400.003	School Leadership - Office Support	\$ 1,610
1.5120.014	CTE - Career Technical Education	6,930
1.6400.015	Technology Support - School Technology Fund	36,050
1.5110.031	Regular Instruction - Low Wealth Fund	(164,461)
1.6400.073	Technology Support - School Connectivity	13,546
1.5110.085	Regular Instruction - Early Grade Reading Proficiency	44,620
1.5210.132	Special Instruction - CRF Exceptional Children	45,378
1.5110.134	Regular Instruction - CRF Low Wealth Fund	164,461
1.6400.135	Technology Support - CRF Cybersecurity	10,548
		<u>\$ 158,682</u>

Total Appropriation in Current Budget	\$ 33,538,834
Total Increase/Decrease of above amendment	<u>158,682</u>
Total Appropriation in Current Amended Budget	<u>\$ 33,697,516</u>

Passed by majority vote of the Board of Education of Asheboro City on the 8th day of October, 2020.

Chairman, Board of Education

Secretary

SURPLUS STATE SALE

EQUIPMENT	MODEL#	SERIAL#
5 Compartment serving line	KH-9-NU-29A	0806150000456
5 Compartment serving line	KH-5-NU-29A	0806150000331
Single compartment	KCSC-50-N-AA	0806150000456
(3) 6' Stainless steel tables		
Winston Industries therm&hold	C8T 522 GR	20050119-069
Beverage-Air cooler	SM34N	
(2) Cashier tables	KCS-36	0806150000328
Rich in Cooler	MARK7KC-60-NU-10A	0806150000455
Single compartment cooler	KCSC-50-B-8A	0806150000330
Beverage Air Rich in cooler	SD4N	2204753
Winston Industries warmer	HA4522GE	20050719-054
Hobart Food Pulper		
Vulcan warmer	C24EA5	46-3011328
1 Compartment warmer	OES-10.20	0908230000111
RAETONE 2 Door Freezer	LR30843	
DELFIELD 3 Door Freezer	6176XL-S	1506152003920
DELFIELD 3 Door Freezer	6176-S	AIT514423-T
RAETONE 2 Door Freezer		LR30843
HOBART Meat Slicer	1612	144333-6
Chevy C40 1969 Box Truck	TAG# D98358	VIN# CE439P848004
Ford F700 Dump Truck 1985	TAG# 79408-R	VIN# 1FDNF70H9FVA42633
Ford Crown Vic 199	TAG# 53564-S	VIN# 2FAFP71W2XX20284

Policies For 30-Day Review

A system of excellent schools in which every student has an opportunity to receive a sound basic education has as its first priority to provide opportunities for individual students to succeed and overall student performance to improve. Through its policies, the board has made student success a priority for the school system. Student success is addressed in the following policies:

Board Authority and Duties	(policy 1010)
Parental Involvement.....	(policy 1310/4002)
Title I Parent and Family Engagement	(policy 1320/3560)
Professional and Staff Development	(policy 1610/7800)
Goals and Objectives of the Educational Program	(policy 3000)
Curriculum Development	(policy 3100)
Innovation in Curriculum and Instruction.....	(policy 3110)
Lesson Planning.....	(policy 3120)
Grouping for Instruction	(policy 3130)
Evaluation of Instructional Programs	(policy 3140)
Selection of Instructional Materials.....	(policy 3200)
Technology in the Educational Program.....	(policy 3220)
School Calendar and Time for Learning.....	(policy 3300)
Evaluation of Student Progress.....	(policy 3400)
Students at Risk of Academic Failure.....	(policy 3405)
Testing and Assessment Program	(policy 3410)
Student Promotion and Accountability	(policy 3420)
School Improvement Plan.....	(policy 3430)
Recognizing Excellence	(policy 3440)
Graduation Requirements	(policy 3460)
Alternative Learning Programs	(policy 3470/4305)
Counseling Program.....	(policy 3610)
Extracurricular Activities and Student Organizations	(policy 3620)
Staff-Student Relations.....	(policy 4040/7310)
Student Behavior Policies	(policy 4300)
School Plan for Management of Student Behavior	(policy 4302)
Attendance.....	(policy 4400)
Schools and the Community	(policy 5000)
Parent Organizations	(policy 5010)
News Media Relations	(policy 5040)
Use of Student Transportation Services	(policy 6320)
Goals of Equipment, Materials, and Supplies Services.....	(policy 6500)
Staff Responsibilities.....	(policy 7300)
Crowdfunding on Behalf of the School System	(policy 7360/8225)
Job Descriptions	(policy 7400)
Teacher Contracts	(policy 7410)

Superintendent Contract	(policy 7420)
School Administrator Contracts.....	(policy 7425)
Assignments/Reassignments/Transfers	(policy 7440)
Evaluation of Licensed Employees.....	(policy 7810)
Professional Employees: Demotion and Dismissal	(policy 7930)
Budget Planning and Adoption	(policy 8100)
Budget Resolution.....	(policy 8110)
Planning to Address Facility Needs.....	(policy 9000)

Legal References: G.S. 115C-36, -47; Leandro v. State, 346 N.C. 336 (1997)

Cross References: Governing Principles (policy 1100), Board and Superintendent Relations (policy 2010), Adoption of Policies (policy 2420)

Adopted: March 12, 1998 to become effective July 1, 1998

Updated: September 12, 2013, February 12, 2015, February 11, 2016, July 13, 2017

In a system of excellent schools, each school initiates improvements to the educational program and services for students and involves staff, parents and students in the school level decision-making processes. The board's vision for encouraging school initiatives, including school level decision-making, is expressed through the following board policies:

Title I Parent and Family Engagement	(policy 1320/3560)
School Rules	(policy 2475)
Curriculum Development.....	(policy 3100)
Innovation in Curriculum and Instruction.....	(policy 3110)
Curriculum and Instructional Guides	(policy 3115)
Selection of Instructional Materials.....	(policy 3200)
School Calendar and Time for Learning	(policy 3300)
Student Promotion and Accountability	(policy 3420)
School Improvement Plan	(policy 3430)
Comprehensive Health Education Program	(policy 3540)
School Plan for Management of Student Behavior	(policy 4302)
Administering Medicines to Students.....	(policy 6125)
Staff Involvement in Decision Making	(policy 7210)
Crowdfunding on Behalf of the School System	(policy 7360/8225)
Budget Resolution	(policy 8110)

Legal References: G.S. 115C-36

Cross References: Governing Principles (policy 1100), Board and Superintendent Relations (policy 2010), Adoption of Policies (policy 2420)

Adopted: March 12, 1998 to become effective July 1, 1998

Revised: July 12, 2012, March 9, 2017

The board believes a strong relationship exists between the quality of education provided to students and the competency and training of all personnel employed by the school system. The board places a high priority on securing the most competent personnel available and, once they are employed, providing them with opportunities for professional growth and development throughout their careers. The goal of professional and staff development programs and opportunities for licensed professional employees and support staff is to improve the instructional program and create a safe learning environment for all students by improving and expanding the skills of the professional staff and support personnel.

A. PROFESSIONAL AND STAFF DEVELOPMENT

The superintendent shall provide ongoing development opportunities for licensed and support staff and shall require participation by such personnel as appropriate. The superintendent shall seek input from employees when developing system-wide programs. The principal shall seek input from school personnel when planning professional and staff development programs for his or her school.

Professional and staff development shall include all topics required by law or board policy, including but not limited to: (1) the effective delivery of the required curriculum as required by G.S. 115C-81.45(d) and -81.20(f);4 (2) a program of technology-related professional development as required by policy 3220, Technology in the Educational Program; and (3) in even numbered years, a two-hour child sexual abuse and sex trafficking education and awareness training program for teachers, instructional support personnel, principals, and assistant principals in grades K-12, as required by G.S. 115C-375.20.

B. SELF-IMPROVEMENT

Licensed employees are expected to engage in self-directed activities to improve their professional skills. These employees are encouraged to seek information and training through professional development programs as well as other opportunities in order to meet this responsibility.

C. PLANS FOR GROWTH AND IMPROVEMENT

Supervisors and principals also may require licensed employees to enter into plans, including mandatory improvement plans established by state law and individual, monitored and/or directed growth plans established by the State Board of Education, for professional growth and improving performance. (See policy 7811, Plans for Growth and Improvement of Licensed Employees.) A performance improvement plan could involve

participation in a professional development program or encompass a variety of strategies that are related to professional growth or improving performance.

D. PAYMENT OF COSTS

The school system will consider paying reasonable costs, within budget limits, for any courses, workshops, seminars, conferences, in-service training sessions, or other sessions an employee is required to attend by the local administration. The employee must seek prior approval for payments.

The school system will not bear the responsibility of the cost of training taken solely for the purposes of licensure renewal.

Legal References: Title IX of the Education Amendments of 1972, 20 U.S.C. 1681 *et seq.*, 34 C.F.R. pt. 106; G.S. 115C-81.20(f), -81.45(d), -333, -333.1, -375.20; State Board of Education Policy EVAL-004

Cross References: Technology in the Educational Program (policy 3220), Child Abuse and Related Threats to Child Safety (policy 4240/7312), Plans for Growth and Improvement of Licensed Employees (policy 7811)

Adopted: March 6, 1998

Revised: January 22, 1999; June 30, 2009; September 30, 2011; August 29, 2012, December 12, 2013, July 9, 2015, September 14, 2017

A system of excellent schools prohibits illegal discrimination and harassment of staff and students, encourages tolerance and respect, and seeks to eliminate or lessen other barriers that may impede a student's ability or opportunity to learn, including economic disadvantages, poor nutrition, ill-health and lack of transportation. The board's vision for removing barriers is expressed in the following board policies:

Race and Equity.....	(policy 1705)
Prohibition Against Discrimination, Harassment and Bullying.....	(policy 1710/4021/7230)
Discrimination, Harassment and Bullying Complaint Procedure	(policy 1720/4015/7225)
Nondiscrimination on the Basis of Disabilities	(policy 1730/4022/7231)
Student and Parent Grievance Procedure	(policy 1740/4010)
Grievance Procedure for Employees	(policy 1750/7220)
School Trips	(policy 3320)
Testing and Assessment Program	(policy 3410)
Counseling Program.....	(policy 3610)
Equal Educational Opportunities	(policy 4001)
Tuition for Discretionary Admissions.....	(policy 4135)
Service Animals in Schools	(policy 4204/5029/7272)
Student Fees	(policy 4600)
Support Services	(policy 6000)
Goals of Student Health Services.....	(policy 6100)
Student Health Services	(policy 6120)
Goals of Student Food Services	(policy 6200)
Operation of Student Food Services	(policy 6220)
Free and Reduced Price Food Services	(policy 6225)
Goals of Student Transportation Services	(policy 6300)
Participation by Historically Underutilized Businesses.....	(policy 6402)
Vendor Lists.....	(policy 6442)
Crowdfunding on Behalf of the School System	(policy 7360/8225)
Facility Design	(policy 9020)
Bidding for Construction Work	(policy 9120)
Participation by Minority Businesses.....	(policy 9125)

Legal References: G.S. 115C-36

Cross References: Governing Principles (policy 1100), Board and Superintendent Relations (policy 2010), Adoption of Policies (policy 2420)

Adopted: March 12, 1998 to become effective July 1, 1998

Revised: July 12, 2012, October 10, 2019

A system of excellent schools conserves financial and environmental resources and operates in an efficient manner. The board's vision for conserving resources and operating efficiently is expressed in the following board policies:

Board Member Conflict of Interest.....	(policy 2121)
Board Member Compensation and Expenses	(policy 2130)
Goals of the Purchasing Function	(policy 6400)
Ethics and the Purchasing Function.....	(policy 6401)
Organization of the Purchasing Function	(policy 6410)
Continuing Contracts	(policy 6425)
Purchase of Services	(policy 6450)
Goals of Equipment, Materials and Supplies Services.....	(policy 6500)
Organization of Equipment, Materials and Supplies Services	(policy 6510)
Use of Equipment, Materials and Supplies.....	(policy 6520)
Personal Use of Equipment, Materials and Supplies.....	(policy 6521)
Use of Equipment, Materials and Supplies by Non-School Groups.....	(policy 6522)
Instructional Materials Services.....	(policy 6525)
Resource Conservation	(policy 6530)
Hazardous Materials	(policy 6540)
Vandalism.....	(policy 6550)
Crowdfunding on Behalf of the School System	(policy 7360/8225)
Employee Conflict of Interest	(policy 7730)
Fiscal Goals.....	(policy 8000)
Budget Planning and Adoption	(policy 8100)
Grants and Funding for Special Projects.....	(policy 8210)
Penalties, Fines and Forfeitures.....	(policy 8230)
Fiscal Management Standards.....	(policy 8300)
Federal Grant Administration	(policy 8305)
Depositories	(policy 8320)
Daily Deposits.....	(policy 8325)
Insurance.....	(policy 8340)
Individual School Accounts	(policy 8410)
School Finance Officer	(policy 8510)
School Treasurer	(policy 8520)
Facility Design	(policy 9020)
Facility Construction	(policy 9030)
Bidding for Construction Work	(policy 9120)
Care and Maintenance of Facilities.....	(policy 9200)
Sale, Disposal, and Lease of Board-Owned Real Property.....	(policy 9400)

Legal References: G.S. 115C-36

Cross References: Governing Principles (policy 1100), Board and Superintendent Relations (policy 2010), Adoption of Policies (policy 2420)

Adopted: March 12, 1998 to become effective July 1, 1998

Revised: June 13, 2019

The board believes that an effective testing and assessment program evaluates the progress of individual students and helps ensure that educational goals and objectives are being met for every child. A testing program also assists in the continued refinement of the instructional program. In addition, data from tests and assessments provide measures of student learning that are useful for evaluating educator effectiveness.

Every effort will be made to ensure that the testing program contributes to the learning process rather than detracts from it. Efforts also will be made to use only culture-free or culture-fair tests in order to ensure that measurements are reasonably accurate.

A. ADMINISTRATION OF TESTS, SCREENINGS, AND OTHER ASSESSMENTS

The superintendent shall provide for the proper administration of all state-required tests, screenings, and other assessments and any state-required remedial instruction and/or retesting in accordance with all requirements established by law or the State Board of Education.

Results from the North Carolina End of Course and End of Grade Assessments will be used in determining students' final grades in accordance with policy 3420, Student Promotion and Accountability.

The superintendent shall provide for the online administration of state-required tests to the extent required by the State Board of Education or the Department of Public Instruction, and otherwise as feasible within available resources. The superintendent shall keep the board informed of any resources or other measures needed to support online test administration.

Students may participate in field testing and other sample testing as designated by the State Board or the Department of Public Instruction.

The superintendent shall develop security and administration procedures for the state testing program and other assessments that are consistent with State Board of Education requirements and relevant law. The superintendent shall ensure that all relevant personnel are instructed in such procedures. All testing personnel, teachers, and school administrators are required to be familiar with and adhere to all applicable testing manuals, handbooks, and guides, including the Testing Code of Ethics, for state and locally-required Failure to follow procedures may result in disciplinary sanctions, including termination or revocation of administrative and/or teaching licenses.

B. HIGH SCHOOL AND MIDDLE SCHOOL END-OF-COURSE TESTING

The End of Course (EOC) and End of Grade (EOG) Assessment results will count as twenty percent (20%) of a student's final grade in each middle school course for which such a test is administered. However, the results of such assessments will not factor into a student's final grade in a course during the initial implementation year of a new assessment for that course where scores are not immediately available due to standard setting. Middle school students requiring multiple final assessments, within a single subject, should have the assessments averaged for the final exam score. This requirement does not apply for students assessed on the Extended Content Standards or English Learner students in their first year in the United States.

The End of Course (EOC) assessment and Career and Technical Education (CTE) State Assessments results will count as twenty percent (20%) of a student's final grade in each high school course for which such a test is administered. However, the results of such assessments will not factor into a student's final grade in a course during the initial implementation year of a new assessment for that course where scores are not immediately available due to standard setting. This applies to English, Mathematics, and Science End-of-Course assessments. All other high school courses are required to administer a final exam which shall count as twenty percent (20%) of a student's final grade. Further, CTE students who earn a credential that is approved under Department of Public Instruction guidelines or successfully complete the CTE Performance Based Measurement as evidence of technical skill attainment will not be required to take the CTE Post-Assessment in the course. This requirement does not apply for students following the Occupational Course of Study Pathway Standards or English Learner students in their first year in the United States.

C. MINIMIZING TIME SPENT TESTING

The superintendent or designee shall ensure that the time students spend taking standardized state and local tests and the frequency of field testing at a particular school are minimized. Specifically, the superintendent shall ensure the following.

1. Schools will devote no more than two days of instructional time per year to the taking of practice tests that do not have the primary purpose of assessing current student learning.
2. Students will not be subject to field tests or national tests during the two-week period preceding their school's administration of end-of-grade tests, end-of-course tests, or regularly scheduled final exams.
3. No school will participate in more than two field tests at any one grade level during a school year.

4. All annual assessments of student achievement adopted by the State Board of Education pursuant to G.S. 115C-174.11(c)(1) and (3) and all final exams for courses will be administered within the final ten instructional days of the school year for year-long courses and within the final five instructional days of the semester for semester courses. Exceptions will be permitted on an individual basis to accommodate a student's individualized education program or Section 504 plans; for the administration of final exams for courses with national or international curricula required to be held at designated times; for make-up testing; and as otherwise permitted by the Department of Public Instruction.
5. A report of local standardized testing is provided to the board for review in even-numbered years and, if required, a plan for reducing the time spent on such testing is subsequently prepared and submitted to the State Board of Education in compliance with state law.

Legal References: The Family Educational Rights and Privacy Act, 20 U.S.C. 1232g, -h; 34 C.F.R. pt. 99; G.S. 115C, art. 10A; 115C-47, -81, -83.5, -83.6, -174.11, -174.12(a), -174.22, -174.25, -276, -288, 307, -402.5; S.L. 2019-212, Sec. 1; State Board of Education Policy Series TEST and GRAD; EVAL-006; EVAL-006, EVAL-025 through -31

Cross References: Professional and Staff Development (policy 1610/7800), Goals and Objectives of the Educational Program (policy 3000), Student Promotion and Accountability (policy 3420), Student Records (policy 4700), Public Records – Retention, Release, and Disposition (policy 5070/7350)

Other References: *North Carolina Test Coordinators' Policies and Procedures Handbook*, available at <http://www.dpi.state.nc.us/accountability/policies/generalinfo>

Adopted: January 9, 2014

Revised: June 12, 2014, January 8, 2015, September 8, 2016, August 10, 2017, May 10, 2018, December 13, 2018, July 9, 2020

A. PURPOSE

The board believes that students should progress to the next level of study only after they are proficient in their knowledge and application of the current curriculum level. To the extent reasonably possible, students should be given as much or as little time as they need to be proficient at a particular level of study. Students will be promoted to the next level of study as described in this policy.

B. STUDENT PROMOTION STANDARDS

The superintendent shall develop (1) proposed promotion standards and (2) a process to be used in determining a student's readiness to progress to the next level of study and shall submit the standards and process to the board for approval. The standards will be based, in part, upon proficiency in reading. The standards and process must provide multiple criteria for assessing a student's readiness to progress to the next level of study, such as standardized test scores, formative and diagnostic assessments, grades, a portfolio or anthology of the student's work and, when appropriate, accepted standards for assessing developmental growth. The standards and process will incorporate all state law and State Board of Education policy requirements, including those for the assessment and promotion of third grade students as described in G.S. 115C-83.6 *et seq.* and State Board of Education Policies KNEC-002 and -003.

Principals shall ensure that the promotion standards are used by teachers and school administrators in assessing each student's readiness to progress to the next level of study. Principals have the authority to promote or retain students based upon the standards approved by the board and any applicable standards set by the State Board of Education.

To reduce the number of students who do not meet promotion standards, the board directs school administrators and teachers to address the needs of students who are not making adequate academic progress as required by policy 3405, Students at Risk of Academic Failure.

C. LOCAL PROMOTION STANDARDS**1. Grades Kindergarten, 1 and 2**

Students in grades K, 1 and 2 will be expected to demonstrate grade level proficiency on the current state instructional standards in reading, writing, and mathematics. Multiple measures are to be used to determine grade level

proficiency on the current state instructional standards including, but not limited, to:

- a. K-5 Portfolio, including writing samples
- b. K-2 math benchmark assessments
- c. Demonstration of the current state grade level instructional standards
- d. Teacher observation and recommendation
- e. Reading 3D Diagnostic Data

Students who are performing below grade level will be provided intervention strategies according to the school remediation plan and the student's individual growth plan. Students who are still performing below grade level after receiving intervention will not be promoted, unless otherwise determined by the school principal in accordance with Subsection E of this policy.

2. Grades 3-5

Students in grades 3, 4 and 5 will be expected to demonstrate grade level proficiency in reading, writing, mathematics, science, and social studies. Multiple measures are to be used to determine grade level proficiency including, but not limited, to:

- a. Standardized test scores from the North Carolina End-of-Grade tests
- b. Demonstration of the current state grade level instructional standards
- c. K-5 portfolios, including writing samples
- d. Benchmark assessments
- e. Teacher observation and recommendation
- f. Reading 3D Diagnostic Data

Students who are performing below grade level will be provided intervention strategies according to the school remediation plan and the student's individual growth plan. Students who are still performing below grade level after receiving intervention will not be promoted, unless otherwise determined by the school principal in accordance with Subsection E of this policy.

3. Grades 6-8

Students in grades 6, 7 and 8 will be expected to demonstrate grade level proficiency in reading, writing, mathematics, science, and social studies. Multiple

measures are to be used to determine grade level proficiency including, but not limited, to:

- a. Standardized test scores from the North Carolina End-of-Grade tests
- b. Pass five courses: one of which must be language arts, one of which must be mathematics, one of which must be science or social studies
- c. Grades
- d. Student work portfolios, including writing samples
- e. Benchmark assessments
- f. Teacher observation and recommendation

Students who are performing below grade level will be provided intervention strategies according to the school remediation plan and the student's individual growth plan. Students who are still performing below grade level after receiving intervention will not be promoted, unless otherwise determined by the school principal in accordance with Subsection E of this policy.

4. Grades 6-8 End of Course and End of Grade Assessments

The End of Course (EOC) and End of Grade (EOG) Assessments results shall count as twenty percent (20%) of a student's final grade in each middle school course for which such a test is administered. However, the results of such assessments will not factor into a student's final grade in a course during the initial implementation year of a new assessment for that course where scores are not immediately available due to standard setting. Middle school students requiring multiple final assessments, within a single subject, should have the assessments averaged for the final exam score. This requirement does not apply for students assessed on the Extended Content Standards or English Learner students in their first year in the United States.

5. High School End of Course Exams and Assessments

The End of Course (EOC) assessment and vocational post assessment results shall count as twenty percent (20%) of a student's final grade in each high school course for which such a test is administered. However, the results of such

assessments will not factor into a student's final grade in a course during the initial implementation year of a new assessment for that course where scores are not immediately available due to standard setting. This applies to the English, Mathematics, and Science End-of-Course assessments. (State Board of Education Policy TEST-003, -011, -016) All other high school courses are also required to administer a final exam that shall count as twenty percent (20%) of a student's final grade. Further, CTE students who earn a credential that is approved under Department of Public Instruction guidelines or successfully complete the CTE Performance Based Measurement as evidence of technical skill attainment will not be required to take the CTE Post-Assessment in the course. This requirement does not apply for students following the Future Ready Occupational Course of Study or English Learner students in their first year in the United States

6. Diploma Standards

To receive a North Carolina high school diploma, a student must complete the requirements set forth in policy 3460, Graduation Requirements.

D. INTERVENTION FOR STUDENTS UNLIKELY TO MEET PROMOTION STANDARDS

The goal of Asheboro City Schools is to identify, as early as possible, students who are unlikely to meet the standards for progression to the next level of study so that the school can provide appropriate intervention. Intervention must be provided for any student who does not meet grade level proficiencies established by the State or who is determined to be at-risk of not meeting grade level proficiencies or making progress toward graduation established by the Local Board or State.

Every student who does not meet grade level proficiency, is at risk of academic failure, or is not making progress toward graduation shall have developed for them an individual growth plan constructed by the student's teacher(s) whether the student is promoted or retained. Each plan shall include student assessment data, intervention strategies, and progress monitoring strategies (Students At Risk of Academic Failure, policy 3405).

1. Intervention Plans

Each school must submit to the board the school's plan for intervention as part of the school's yearly improvement plan. Schools also must include in the school improvement plan the types of intervention strategies that will be offered at the

school. At a minimum, the intervention plan must address the following elements:

- a. identification of and intervention for students at risk of failing the student accountability standards;
- b. differentiated instruction for students who have been retained; and
- c. meeting individual students' needs.

2. Intervention Strategies

Intervention involves identifying strategies specifically designed to increase grade level proficiency. Strategies may include, but are not limited to, alternative learning models, special homework, smaller classes, flexible grouping, tutorial sessions, extended school day, Saturday school, modified instructional programs, parental involvement, small or large group counseling sessions, summer school instruction, participation in or restriction of participation in extracurricular activities, individualized instruction or goals, and remedial instruction or retention.

Extended instructional opportunities should be different from and supplemental to regular classroom instruction. The school will involve parents and the student in discussing intervention strategies. Students will participate in the intervention strategies and demonstrate acceptable growth and achievement.

E. REVIEW OF STUDENT PROMOTION STANDARDS

1. Previous retentions

Previous retentions may be a factor in waiving student promotion standards.

2. Review Process

In the case where a student's promotion is in question, the principal must consider the following before recommending promotion or retention.

Teachers shall provide documentation of the student's performance during a review process. Documentation may include but is not limited to:

1. Student work samples;

2. Other assessment data;
3. Information supplied by parents;
4. For student with disabilities, information that is included in the individualized education program; and
5. Other information that verifies that a student is at grade level or, is making adequate progress to meet grade level requirements.

Light's Retention Scale should be considered for deciding whether or not a student should be retained.

F. APPEALS OF PROMOTION DECISIONS

1. Appeal to the Superintendent

Within five workdays of receiving the principal's written decision to promote or retain a student, the student's parents may appeal the decision to the superintendent. The superintendent may overturn the principal's decision only upon a finding that the principal's decision was arbitrary and capricious (i.e., without a rational basis) or was otherwise an abuse of discretion.

The superintendent must render a decision within 10 workdays of receiving the appeal. The superintendent may support the principal's decision, remand it back to the principal for consideration of additional issues or reverse the decision.

The superintendent's findings must be in writing and must be provided to the parents.

2. Appeal to the Board of Education

The superintendent's decision to promote or retain a student may be appealed to the board in accordance with the procedures set forth in subsection E.5 of policy 1740/4010, Student and Parent Grievance Procedure.

G. READING CAMPS

The board will provide reading camp opportunities as required by law at no fee for students who have not yet demonstrated reading proficiency on a third grade level at the end of third grade and for first and second grade students whose demonstrated reading comprehension is below grade level. The superintendent or designee shall encourage parents of eligible students to enroll their students in a reading camp. To the extent resources permit, the board may offer fee-based reading camp opportunities to students

who have successfully demonstrated reading proficiency appropriate for a third grade student and to first and second grade students who have demonstrated appropriate developmental abilities in reading comprehension. Annually, the board may establish criteria for priority enrollment in its fee-based reading camps and may set the attendance fee at an amount not to exceed the statutory limit. If offered, the superintendent or designee shall notify interested parents of the application procedure for the fee-based reading camps.

H. PROMOTION AND ACCOUNTABILITY STANDARDS FOR STUDENTS WITH DISABILITIES

To the extent possible, students with disabilities must be held to the same promotion standards as all other students. However, for students who take alternative assessments in lieu of the end-of-grade (EOG) or end-of-course (EOC) tests, promotion decisions must be based on criteria recommended by the IEP team.

All intervention strategies and other opportunities, benefits and resources that are made available to students without disabilities must be made available to those students with disabilities who are subject to the student promotion standards. Such opportunities must be in addition to the special education services provided to the student.

I. PROMOTION AND ACCOUNTABILITY STANDARDS FOR STUDENTS WITH LIMITED ENGLISH PROFICIENCY

To the extent possible, students with limited English proficiency will be held to the same standards as all other students.

All intervention and other opportunities, benefits, and resources that are made available to other students must be made available to students with limited English proficiency who participate in the student promotion standards.

J. CREDIT BY DEMONSTRATED MASTERY

The superintendent, or designee, shall provide opportunities for students in grades 9 through 12 to earn course credit by demonstrating mastery of course material without first completing the regular period of classroom instruction in the course. Students in grades 6 through 8 may earn credit by demonstrated mastery for high school courses offered in middle school. To earn credit by demonstrated mastery, students must demonstrate a deep understanding of the content standards and application of knowledge through a multi-phase assessment, in accordance with standards established by the State Board of Education and any additional standards established by the superintendent.

K. CREDIT RECOVERY

Students who fail a high school course may retake parts of the course through credit

recovery to earn credit for the course. Credit recovery delivers a subset of the blueprint of the original course in order to specifically address deficiencies in a student's mastery of the course and target specific components of a course necessary for completion. A pre-assessment of the student's understanding of the course material will be administered at the beginning of the course and the credit recovery will be tailored to meet the needs of the individual student. The length of a credit recovery course is dictated by the skills and knowledge the student needs to recover and not a fixed length of seat time.

Any EOC exam associated with the credit recovery course will be administered no later than 30 days upon completion of the credit recovery course. The credit recovery will be graded as pass or fail and will not impact the student's grade point average. The original grade for the course will remain on the student's transcript.

The superintendent shall develop procedures addressing the implementation of credit recovery opportunities across the school system.

L. REPEATING A COURSE FOR CREDIT

1. Repeating a Previously Failed Course

As provided in State Board of Education policy CCRE-001, high school students who fail a course for credit may repeat that course. To take advantage of this option, the student must repeat the entire course. When a student initially fails a high school course and successfully repeats the course for credit, the new course grade will replace the original failing grade for the course on the student's transcript and in calculations of the student's GPA, class rank, and honor roll eligibility. The superintendent may develop procedures for students to indicate their intent to repeat a course for credit under this paragraph and may establish any other rules as necessary and consistent with State Board policy.

2. Repeating a Course for which Credit was Earned (Grade Replacement)

The board recognizes that high school students may need to repeat a course for which they have earned credit in order to increase their understanding of the course content, to improve skill mastery, or to meet postsecondary goals. Students may repeat a course for which they have previously earned credit, subject to the following preconditions and any other reasonable rules established by the superintendent:

- a. the student must make a written request to repeat the course;
- b. the principal or designee must approve the request;
- c. there must be space available after seats have been assigned to students

who are taking the course for the first time or repeating a previously failed course;

- d. the course to be repeated must be a duplicate of the original class and course number and must be taken during the regular school day at a high school in this school system or through the North Carolina Virtual Public School;
- e. upon completion of the repeated course, the higher course grade, current or original mark, will be used on the student's transcript and in calculations of the student's GPA, class rank, and honor roll eligibility;
- f. credit towards graduation for the repeated course will be given only once;
- g. a course may be repeated only one time; and
- h. students may repeat a maximum of four previously passed courses during their high school careers.

The superintendent shall require notice to students and parents of these preconditions and of any other relevant information deemed advisable by the superintendent.

M. ACCELERATION

Some students may need less time to learn the curriculum. The Board recognizes our responsibility to provide an array of services that maximizes the potential of each of these students. Teachers are encouraged to challenge these students by expanding the curriculum, providing opportunities to explore subjects in greater detail or providing different types of educational experiences. Differentiated programs and services may be provided through such strategies as appropriate classroom groupings, increased pace instruction, challenging subject classes, differentiated units, content modification, subject advancement, grade skipping, alternative products, enrichment opportunities, curriculum compacting, or individual projects and contracts. To challenge a student sufficiently, the principal may reassign the student to a different class or level of study and/or may identify concurrent enrollment or other curriculum expansion options (see policy 3101, Dual Enrollment).

N. REPORTING REQUIREMENTS

1. Superintendent's Report to the Board

At least on an annual basis, the superintendent shall provide the board with the following information for each school:

- a. aggregate student performance scores on state-mandated tests and any other standardized tests used by a school or the school system;
- b. the number and percentage of students retained and/or not meeting the standards for their grade level;
- c. the number and percentage of third grade students exempt from mandatory third grade retention by category of exemption as listed in state law; and
- d. remedial or additional educational opportunities provided by the school system and the success of these efforts in helping students meet promotion standards.

2. Report to the North Carolina State Board of Education and Department of Public Instruction

Pursuant to statutory requirements and standards established by the Department of Public Instruction, all required information regarding student performance will be provided annually to the Department.

3. Publication on the School System Website

Information about the reading performance of third grade students will be posted on the school system website in accordance with state law.

O. RESOURCES

Consistent with the objective of improving student performance, the board will provide schools with maximum flexibility in the allocation of state funds. School personnel are expected to budget financial resources in a manner that will meet the standards established in this policy. The board will consider requests to transfer funds from other funding allotment categories to intervention strategies as part of the school improvement plan submitted by school officials. All funds will be used in a fiscally sound manner in accordance with policy 8300, Fiscal Management Standards.

P. NOTIFICATION TO PARENTS

The superintendent or designee shall provide information regarding promotion standards to all students and parents. In addition, if a kindergarten, first grade, second grade or third grade student (1) is demonstrating difficulty with reading development; (2) is not reading at grade level; or (3) has an individual growth plan under G.S. 115C-105.41, the student's teacher shall provide the student's parents timely written notice advising that if the student is not demonstrating reading proficiency by the end of third grade, the

student will be retained, unless exempt from mandatory retention for good cause. Parents are encouraged to help their children meet the promotion standards and will have opportunities to discuss the promotion standards and procedures with teachers and the principal. Information provided to parents should be in the parents' native language when appropriate foreign language resources are readily available.

The teacher of a student who does not meet promotion standards must notify the student's parents that the student has failed to meet the standards for progression to the next level of study and must provide the parents with information concerning retesting, intervention, review and appeal opportunities. When a student is to be retained, the principal shall provide the student's parents written notice of the retention and, if the student will be retained in accordance with G.S. 115C-83.7(a) for failure to demonstrate reading proficiency, (1) written notice of the reason the student is not eligible for a good cause exemption as provided in G.S. 115C-83.7(b) and (2) a description of proposed reading interventions that will be provided to the student to remediate identified areas of reading deficiency. Teachers shall provide parents of students retained under G.S. 115C-83.7(a) at least monthly written reports on student progress toward reading proficiency. The evaluation of a student's progress will be based upon the student's classroom work, observations, tests, assessments and other relevant information.

Q. CHILDREN OF MILITARY FAMILIES

As required by the Interstate Compact on Educational Opportunity for Military Children (G.S. 115C-407.5) and policy 4155, Assignment to Classes, school administrators have the authority to exercise flexibility in waiving course or program prerequisites or other preconditions for the placement of children of military families in courses or programs offered by the school system.

Legal References: G.S. 115C-36, -45(c), -47, -81, -83.2, -83.3, -83.6, -83.7, -83.8, -83.9, 83.10, -83.11, -105.21, -174.11, -288(a), -407.5; State Board of Education Policy CCRE-001, KNEC-002, KNEC-003

Cross References: Student and Parent Grievance Procedure (policy 1740/4010), Goals and Objectives of the Educational Program (policy 3000), Dual Enrollment (policy 3101), Students At-Risk of Academic Failure (policy 3405), School Improvement Plan (policy 3430), Graduation Requirements (policy 3460), Extracurricular Activities and Student Organizations (policy 3620), Children of Military Families (policy 4050), Assignment to Classes (policy 4155), Fiscal Management Standards (policy 8300)

Other Resources: *Guidelines for Testing Students Identified as English Learners*, (N.C. Department of Public Instruction) available at <http://www.dpi.state.nc.us/docs/accountability/policyoperations/lep/testinglep1314.pdf>; *North Carolina Read to Achieve: A Guide to Implementing House Bill 950/S.L. 2012-143 Section 7A* (N.C. Department of Public Instruction), available at <http://www.dpi.state.nc.us/docs/k->

[3literacy/resources/guidebook.pdf](#)

Adopted: August 11, 2011

Revised: August 8, 2013, January 9, 2014, October 9, 2014, March 12, 2015, July 14, 2016, July 13, 2017, May 10, 2018, December 13, 2018, September 12, 2019

CROWDFUNDING ON BEHALF OF THE SCHOOL SYSTEMPolicy Code: **7360/8225**

For purposes of this policy, crowdfunding is the practice of using online sites to solicit donations, whether monetary or in-kind, on behalf of the school system. A crowdfunding campaign is considered to be on behalf of the school system if it uses imagery or language that would lead a reasonable person to believe that (1) the school system is associated with the campaign or (2) the campaign has the purpose or effect of providing resources or a benefit to the school system.

The board recognizes that crowdfunding campaigns are increasingly being used by employees to fund specific projects or programs. By aggregating donations from a broad and potentially diverse group of donors, crowdfunding has the potential to provide additional revenue and resources to classrooms and programs. Crowdfunding also has the potential to promote morale among employees by rewarding hard work and dedication.

Despite the positive aspects of crowdfunding, the unregulated use of the practice can subject the school system and the employee engaging in crowdfunding to potentially significant legal liability. The purpose of this policy is to establish a balanced approach that regulates and provides parameters for crowdfunding on behalf of the school system.

Parent organizations engaging in fundraising are subject to policy 5010, Parent Organizations, and are exempt from this policy. The board reserves the right to designate additional groups or individuals as exempt from this policy.

A. UNAPPROVED CROWDFUNDING PROHIBITED

Crowdfunding on behalf of the school system is prohibited unless undertaken by an employee with prior written approval under this policy. No action towards initiating a crowdfunding campaign on behalf of the school system may be taken until the campaign is approved in writing pursuant to this policy.

No employee or student will be compelled to initiate or participate in a crowdfunding campaign on behalf of the school system. Students are permitted to participate in publicizing an employee's approved crowdfunding campaign but are prohibited from otherwise engaging in crowdfunding on behalf of the school system. Employees or students who participate in crowdfunding on behalf of the school system are acting in their capacity as employees or students and are subject to all rules governing employee and student conduct.

Except in furtherance of an approved campaign, employees are prohibited from doing any of the following as part of a crowdfunding campaign: identifying as an employee of or stating an association with the school system; using a school system email address, school name, logo, or mascot; or linking to or referencing any school website, social media

site, platform, or account associated with the school system.

Approved crowdfunding campaigns will operate in compliance with all laws and other board policies and regulations, including policies 6401/9100, Ethics and the Purchasing Function; 8210, Grants and Funding for Special Projects; and 8220, Gifts and Bequests, except as otherwise provided in this policy.

B. APPROVAL REQUEST FORM

An employee seeking approval of a crowdfunding campaign shall provide the following information on a form designated for this purpose (hereinafter referred to as the "approval request form"):

1. the employee's name, job title, school, and email address;
2. the approved crowdfunding website to be used;
3. the nature and quantity or amount of donations being requested;
4. the classroom, program, or activity to be benefitted and the educational purpose to be served;
5. the exact language that will be used in the crowdfunding campaign, as well as any graphics that will be included;
6. the start and end dates of the crowdfunding campaign; and
7. a statement of recognition by the requester that any proceeds of the campaign are school property.

The approval request form will be made available in school offices and on the school system's website.

C. PROCESS FOR APPROVAL OF REQUESTS BY SUPERINTENDENT

Notwithstanding anything to the contrary in policy 8220, Gifts and Bequests, the terms of this section control the approval of proposed online crowdfunding campaigns.

The superintendent or designee shall review referred approval request forms and seek additional information about proposed campaigns as appropriate. Regardless of the amount sought to be donated, the superintendent or designee may deny a referred campaign because the campaign is not in compliance with the requirements of this policy or because, in the judgment of the superintendent or designee, the proposed campaign would produce unacceptable inequity in the educational environment.

D. REQUIREMENTS FOR APPROVED REQUESTS

Crowdfunding requests will not be approved unless the proposed campaign:

1. meets all requirements of board policy and any applicable administrative regulations, and is consistent with the requirements of Title IX, FERPA, the IDEA, and any other applicable laws;
2. uses a crowdfunding site that has been approved by the superintendent pursuant to Section E;
3. is consistent with the school system's approved curriculum;
4. does not solicit funds for items or projects that are religious or political in nature or that have a religious or political purpose;
5. seeks donations that are compatible with the school system's technology, as confirmed by the technology director;
6. has a specific, pre-determined beginning and ending date;
7. does not disparage the school system or any of its buildings, programs, representatives, employees, or students;
8. does not include pictures or the identifying or confidential information of any school system student, unless specifically approved by the student's parent or guardian in writing and attached to the approval request form;
9. furthers the educational mission of the school and is not used for the unrelated personal gain of any individual;
10. does not result in donations being delivered directly to the requester;
11. is not contingent on the school system matching funds or making any expenditure;
12. does not request food or beverage items inconsistent with Smart Snack Standards, Section C of Policy 6140, Student Wellness, or nutrition standards set by the school system or school; and
13. does not suggest or state that the donation sought is required for or integral to a student's special education program, a student's ability to achieve his or her IEP goals, or the participation of students with disabilities in any school program.

Any crowdfunding campaign that does not fully comply with the requirements of this policy is prohibited. It is the responsibility of the employee implementing an approved crowdfunding campaign to ensure that all applicable policies, regulations, and laws, including the requirements of the crowdfunding site, are followed.

The school system reserves the right to terminate any approved crowdfunding campaign or refuse any donation for any reason and at any time, including if it believes the donation was acquired in violation of board policy, regulation, or other law.

E. APPROVED CROWDFUNDING SITES

The superintendent or designee shall create a list of approved crowdfunding sites. All approved crowdfunding sites must (1) be operated by an entity with no known significant history of fraud, unlawful activity, financial mismanagement, or other misconduct and (2) have a policy requiring all donations on behalf of the school system to go directly to the school system. The superintendent or designee shall encourage the use of sites that are focused on K-12 education.

If no site meets these requirements or the superintendent or designee does not approve any sites, no crowdfunding requests will be approved.

F. PROCESSING AND ALLOCATING DONATIONS

All monetary donations will be made payable to and deposited in an individual school account where the employee is associated. If the monetary donation involves the electronic transfer of funds, the principal shall ensure that the transfer is made properly and in accordance with acceptable standards of practice. All in-kind donations must be inventoried in accordance with policy 8350, Fixed Assets Inventory, by the individual school where the employee is associated. The school finance officer shall ensure that all donations are processed in a manner consistent with the School Budget and Fiscal Control Act and any other applicable law.

All donations, regardless of their form, obtained through crowdfunding on behalf of the school system are school property. As a general matter, the employee who completed an approved crowdfunding campaign should be given preference in the use of the donations obtained. Employees shall only use donations from a crowdfunding campaign for the approved purpose stated in the campaign. The school system reserves the right to transfer donations to a different use at the board's discretion.

G. RECORDKEEPING

After donations obtained through an approved crowdfunding campaign have been utilized, the employee must file a written report with the principal detailing how the donations were used and how students benefited.

Legal References: 7 C.F.R. 210.11; G.S. 115C-36, -47; The School Budget and Fiscal Control Act, G.S. 115C, art. 31

Cross References: Technology in the Educational Program (policy 3220), Parent Organizations (policy 5010), Collections and Solicitations (policy 5220), Student Wellness (policy 6140), Ethics and the Purchasing Function (policy 6401/9100), Grants and Funding for Special Projects (policy 8210), Gifts and Bequests (policy 8220), Fixed Assets Inventory (policy 8350), Individual School Accounts (policy 8410)

Other Resources: *Crowdfunding in K-12: Developing a Vision that Informs Policy*, EdSurge Research (2019), available at <https://www.edsurge.com/research/reports/crowdfunding-in-k-12-developing-a-vision-that-informs-policy>; Dave Yost, *Special Report on Crowdfunding Classrooms*, Office of the Ohio Auditor of State (July 11, 2018), available at <https://www.ohioauditor.gov/publications/2018%20crowdfunding%20report%20FINAL.pdf>; *Crowdfunding in K-12 Education*, National School Boards Association (April 2018), available at <https://www.nsba.org/newsroom/american-school-board-journal/asbj-april-2018/online-only-crowdfunding-k-12-education>

Adopted:

Teacher Attrition Summary

Reporting Period: March 2019 – February 2020

Number of Classroom Teachers Employed = 324

Number of Classroom Teachers Leaving = 39

Asheboro City Schools Rate of Teacher Attrition = 12.04%

Turnover Category	Category Total
Resigned in lieu of dismissal	
Retired with Full Benefits	
Retired with Reduced Benefits	4
Resigned to teach in another NC public school system	22
Resigned to teach in a NC Charter School	2
Resigned to teach in a NC non-public/private school	
Resigned to teach in another state	5
Resigned –Career Change	2
Resigned- Family Responsibility/Child Care	2
Resigned – Because of Health/Disability	
Moved to a non-teaching position in another LEA	1
Resigned – end of VIF term	1
Resigned – dissatisfied with teaching	

Teacher Rate of Turnover by School

Balfour Elementary School	7.23% or 3 teachers
Charles W. McCrary Elementary School	6.45% or 2 teachers
Donna Lee Loflin Elementary School	11.76% or 3 teachers
Guy B. Teachey Elementary School	10.26% or 4 teachers
Lindley Park Elementary School	9.38% or 3 teachers
North Asheboro Middle School	17.14% or 6 teachers
South Asheboro Middle School	15.00% or 6 teachers
Asheboro High School	15.00% or 12 teachers

Early Childhood Development Center – not included in state report



Civil Rights Review

Asheboro City Schools

Career and Technical Education



- Federal review
- Will only involve the high school level
- Initiated by North Carolina Department of Public Instruction (NCDPI) Career and Technical Education (CTE), but is a comprehensive review
- Asheboro City Schools has not participated in a review since the early 1990's
- Letter of Findings will be submitted to Dr. Woody and to the Federal Office of Civil Rights (OCR)

Laws to be Reviewed

- **Title VI** (discrimination on the basis of race, color, national origin)
- **Title IX** (discrimination on the basis of sex)
- **Section 504** (discrimination on the basis of disability)
- **Title II - Americans with Disabilities Act** (discrimination on the basis of disabilities within public entities)
- **Age Discrimination Act of 1975** (discrimination on the basis of age for programs that receive federal financial assistance - Perkins V)
- **Guidelines for Eliminating Discrimination and Denial of Services on the Basis of Race, Color, National Origin, Sex, and Handicap** - (discrimination in CTE programs)

Areas to be Reviewed

- General
 - Enrollment: CTE, Program Area, Non-Traditional, and School Staff
- Administrative
 - Board of Education Policies
 - Public Notifications
- Recruitment/Admissions
 - Admission policies and prerequisites for CTE programs, courses, and upper-level academics
 - Recruitment Materials and Activities

Areas to be Reviewed (continued)

- Counseling:
 - Processes and procedures (counselors, CTE staff, education of counselors)
- Services for Students with Disabilities and Limited English Proficient:
 - Process and procedures for identifying students and ensuring students have equal access
- Physical Accessibility/Comparable Facilities:
 - Review of facilities to ensure equal access to meet physical needs of students with disabilities

Areas to be Reviewed (continued)

- Work-Based Learning (WBL), Cooperative Education, Job Placement, Apprenticeship Training
 - Processes and procedures to educate parents and students about WBL opportunities
 - Review of current students enrolled in WBL opportunities and breakdown by subgroups
- Employment
 - Processes and procedures for hiring, promotion, retention, and staff development
 - Processes used by staff with disabilities to request accommodations

Timeline

- **October 20, 2020:** Submit Pre-Review Documentation to NCDPI
- **November 27, 2020:** NCDPI will respond to CTE director to arrange interviews
 - Work with NCDPI facilities contractor during October and November
- **Week of December 7, 2020:** NCDPI staff will conduct virtual interviews (no students this year)
- **February 2021:** NCDPI will submit Letter of Findings to the Superintendent
- **April 2021:** ACS will submit Voluntary Compliance Plan to NCDPI

Other CTE Updates

- Career and Technical Student Organizations (CTSOs, DECA, FFA, HOSA)
- Eastern Triad Workforce Initiative (ETWI) Cares Act Funding
- Perkins V: New concentrator definition = more Work Keys participants than ever before
- New Performance Based Measurement assessments - a real world approach to assessing content mastery
- Pivoting to compensate for COVID restrictions

FFA September Meeting

Asheboro City Schools - Calendar x Meet - FFA Meeting x 2020-2021 FFA Chapter Resource x +

meet.google.com/jih-nzjb-urk?authuser=0

Apps asheboro.k12.nc.us bookmarks For Staff NC CTE Moodle Sub 208719 122813 AHS Info Hub Ed Handbook Time Sheet Attendance Form Hootsuite Remind Ellevation Thank a Teacher

Elizabeth Pack is presenting

- Mahi Noor and 2 more 21 27 4:59 PM You

IN HELPING OTHERS,
WE SHALL HELP
OURSELVES, FOR
WHATEVER GOOD WE
GIVE OUT COMPLETES
THE CIRCLE AND
COMES BACK TO US.
- FLORA EDWARDS

Never look down
on anybody
unless you're
helping them up.
Jesse Jackson

Kindness is the
most important tool to
spread love among
humanity.
- RAKtivist

Kindness is free
to give, but
priceless to
receive.
- RAKtivist

Unperfect kindness
IS THE MOST
POWERFUL, LEAST
COSTLY, AND MOST
UNDERRATED AGENT
OF HUMAN CHANGE.
- JIM KILBY

Kaylee Greene Carson Harvell Jacquelyn Wa... Makayla Shue

William Kelley Trinity Cox Angelena Sche... Carolyn Jimenez

Dillon Smith Tess Moody Gianna Proven... Emma Brady

Fatima Galvan... Jeannette Grah... Reagan White Lupita Papps

FFA Meeting Turn on captions Elizabeth Pack is presenting

4:59 PM 9/28/2020

DECA Outreach



AHS PLAN B COMMUNICATION

The teachers, staff, and administration of Asheboro High School have been diligently preparing for the return of students starting the week of October 19. Our team has been working around the clock since this summer to meet safety guidelines that will maximize student and staff health and student learning.

In order to meet the six (6) feet of social distance requirement set forth by the North Carolina Department of Health and Human Services Public Health Toolkit (<https://bit.ly/3cnn5HR>), Asheboro High School will be opening at 25 percent capacity. Please note, this ONLY applies to Asheboro High School.

This means students will report on campus one day a week and continue with remote learning the other four (4) days. All students will still engage in five (5) days of learning each week. There will still be Google Meets, daily attendance requirements, and daily assignments for ALL classes. The added benefit will be that students can connect face to face with their teachers once a week, by being on campus, starting the week of October 19.

Communication about which days students will be assigned to on-campus learning will be shared the week of October 5. The assigned day will continue to align with the original groups of A and B so students continue to align with siblings in elementary schools and middle schools. I will individually email students what day of the week they will report on campus. Parents with emails on file via Final Forms may also get a confirmation email. Students enrolled in the district's ACCESS Ed Remote Learning Program will continue to learn remotely every day.

To prepare students for the transition to the bell schedule under Plan B, starting on October 5, 2020, we are changing our Google Meet times to:

- First Period @ 8:45 AM
- Second Period @ 10:30 AM
- Third Period @ 12:15 PM
- Fourth Period @ 2:00 PM

This adjustment in time will align with the actual class time for in-person days for classes that may have Google Meet sessions simultaneously with face-to-face classes.

As you prepare your students and yourself for Plan B, please refer to our [AHS Plan B Procedures](https://bit.ly/33ZGEIQ) (<https://bit.ly/33ZGEIQ>). Also, please review the [ACS Reopening Guide for Families](https://bit.ly/3kGCPIF) (<https://bit.ly/3kGCPIF>).

And do take the time to review this [transition video](https://www.youtube.com/watch?v=WoBSIXGwmxl), shared with students via Canvas on this morning (<https://www.youtube.com/watch?v=WoBSIXGwmxl>).



AHS PLAN B PROCEDURES

BELL SCHEDULE

First Block (100) Digital Citizenship	8:30-10:10
Second Block (100) SEL	10:17-11:57
Third Block (101) Lunch	12:03-1:44
Fourth Block (100) Staggered Releases	1:50-3:30

GOOGLE MEET TIMES FOR REMOTE LEARNERS

First Period	8:45 AM
Second Period	10:30 AM
Third Period	12:15 PM
Fourth Period	2:00 PM

DAILY SCHEDULE

- Monday group attends every Monday (Approximately 25%)
- Tuesday group attends every Tuesday (Approximately 25%)
- Everyone is remote every Wednesday
- Thursday group attends every Thursday (Approximately 25%)
- Friday group attends every Friday (Approximately 25%)

	BUS ARRIVAL	WALKER/DRIVER/CAR RIDER ARRIVAL
M O R N I N G	<ul style="list-style-type: none"> Students will need to present a bus attestation form to the bus monitor prior to loading on the bus. Students will unload from the school bus at approximately 8:00, by the Walker Street Commons of the building. Staff will be present to scan students with a thermometer. Students will use hand sanitizer before entering the building. Staff must scan badge and complete Google Form. Students will then make their way to their classrooms. Students at Comet Corner will go directly to Comet Corner. Students with symptoms or temperatures above 100.4° will report to Mrs. Baird in Screening Room. Must be escorted by staff. Screening room will be 710. Exit through Walker Commons South and enter through outside door. 	<ul style="list-style-type: none"> Students will unload from cars and meet a staff member at the Walker or Park Commons doors. Staff will be present to scan students with a thermometer. Students will use hand sanitizer before entering the building. Staff must scan badge and complete Google Form. Students will then make their way to their classrooms. Students at Comet Corner will go directly to Comet Corner. Students with symptoms or temperatures above 100.4° will report to Mrs. Baird in Screening Room. Must be escorted by staff. Screening room will be 710. Enter through outside door

T R A N S I T I O N S	<i>Bathrooms are limited to Social Distancing during transitions.</i> <i>Please accommodate students to use the restroom once class begins and for emergencies.</i>	
		<ul style="list-style-type: none"> ● Students and staff will need to continue to wear masks during class changes. ● Teachers need to clean desks while students are in the hallway/outside. ● Students will enter the classroom. ● Students need to be 6 feet apart at all times. ● Use hand sanitizer. ● Students traveling between Comet Corner classrooms and the Main Building will be screened before re-entering the building.

C L A S S	<ul style="list-style-type: none"> ● Each class needs to have assigned seating that is documented on paper. ● Masks must be worn at all times. There are no mask breaks. ● If an emergency breath of fresh air is needed, DO NOT have a whole class mask break. No two students should have their mask off at the same time (except at breakfast and lunch). A mask break should last no longer than 30 seconds. ● Students may leave to go to the bathroom one at a time. Look in the hall and see if other students are in the hall. If they are, the student must wait until the hall clears. Keep masks on, social distance, and wash your hands.
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L U N C H	<ul style="list-style-type: none"> ● All classes will eat lunch in their classrooms. ● Each class will be escorted by a planning period teacher separately. ● All classes need to have students use hand sanitizer or stagger students in allowing them to use the bathroom during class to wash their hands as needed. Classrooms with sinks do not need to send students to bathrooms to wash hands. ● Students who bring their lunch will accompany those who are getting cafeteria lunch at this time as well. ● Students will be asked to use hand sanitizer/wash their hands after eating lunch.
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A F T E R N O O N	DRIVERS		WALKERS	
	<ul style="list-style-type: none"> ● Senior Drivers will be dismissed first (along with Senior Walkers) at approximately 3:15. If an underclassman rides with a Senior Driver, the grade 9-11 student will need to wait until underclassmen dismissal. ● Underclassmen Drivers will be dismissed second at approximately 3:20. ● Drivers are to go immediately to their cars and exit campus. If they are waiting for an underclassman, the driver is to wait in the car. 		<ul style="list-style-type: none"> ● Senior Walkers will be dismissed first (along with Senior Drivers) at approximately 3:15. ● Underclassmen Walkers will be dismissed third at approximately 3:25. ● Walkers are to exit campus immediately. 	
	BUS DISMISSAL		CAR RIDER DISMISSAL	
	<ul style="list-style-type: none"> ● Students will stay in their classrooms until their bus is called. ● Buses will be called one at a time. 		<ul style="list-style-type: none"> ● Car Riders will be dismissed last at approximately 3:30. ● Students are to maintain social distance while waiting for pick-up. ● Parent pick-up will be at the Orbit. ● Inclement weather may require students to be called from the classroom. 	

ADDITIONAL INFORMATION

- ACS Reopening Guide for Families: <https://bit.ly/3kGCPIF>
- Masks/cloth face coverings are required to be worn at all times by students and staff members, **regardless of 6-foot separation**. Bandana coverings are not allowed.
- Students needing food to take home for remote days will pick up food at the end of the day.
- If students report feeling ill, please call the office.
- Coronavirus Symptoms (Randolph County Public Health): Fever of 100.4° or higher; Fever or chills; Shortness of breath or difficulty breathing; New loss of taste or smell; Cough, congestion, or runny nose; Fatigue, muscle or body aches, headache; Sore throat; Nausea, vomiting, diarrhea

Asheboro City Schools Calendar 2020-2021

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	
10-14	Required Teacher Workday
17	First Day for Students
September	
7	Holiday
23	Remote Instruction Day
October	
14	Remote Instruction Day
21	Remote Instruction Day
23	Last day of First Quarter
28	Remote Instruction Day
November	
3	Remote Instruction Day
11	Holiday
25	Optional Teacher Workday
26-27	Holidays
December	
21-23,29-31	Vacation/Annual Leave
24,25,28	Holidays
January	
1	Holiday
13	End of Second Quarter
14	Required Teacher Workday
15	Optional Teacher Workday
18	Holiday
March	
23	End of Third Quarter
29-31	Vacation/Annual Leave
April	
1	Vacation/Annual Leave
2	Holiday
5	Optional Teacher Workday
May	
31	Holiday
June	
3	End of Fourth Quarter
3	Early Release
4	Required Teacher Workday

Holiday	
Optional Teacher Workday	
Required Teacher Workday	
Vacation/Annual Leave	
Required Professional Development	
Early Release	
Remote Instruction Day	

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			

Asheboro City Schools Calendar 2020-2021

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 WKXR 1260 AM

TV: WFMY (2) WXLV (45) WGHP (8) News 14 (14) WXII (12)

SOCIAL MEDIA: Facebook Twitter

**There will be approximately a 45-minute delay between elementary and secondary dismissals in order for the buses to make their double runs.*

Makeup for Inclement Weather

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: January 14, 15 June 4

Vacation/Annual Leave: December 21, 22, 23 March 29, 30, 31 April 1

Remote Instruction Days: September 23 October 21, 28 November 3, 18

Saturdays: Only by Board Addendum

Budget Amendment
Asheboro City Schools Administrative Unit
Capital Outlay Fund

The Asheboro City Board of Education at a regular meeting on the 8th day of October, 2020 passed the following resolution.

Be it resolved that the following amendment be made to the budget resolution for the fiscal year ending June 30, 2021.

REVENUE

4.4810.900	County Financing Proceeds	\$	<u>4,200,000</u>
		\$	<u><u>4,200,000</u></u>

EXPENDITURE

4.9118.900	Renovation - AHS	\$	<u>4,200,000</u>
		\$	<u><u>4,200,000</u></u>

Total Appropriation in Current Budget	\$	3,783,316
Total Increase/Decrease of above amendment		<u>4,200,000</u>
Total Appropriation in Current Amended Budget	\$	<u><u>7,983,316</u></u>

Passed by majority vote of the Board of Education of Asheboro City on the 8th day of October, 2020.

Chairman, Board of Education

Secretary

**Asheboro City Schools
Asheboro High School Renovation Project
Recommendation for Mobile Unit Lease Vendor**

On July 24, 2020, a Request for Proposals for Mobile Unit installation, lease, and removal was published on the State of NC Interactive Purchasing System bid website. The opportunity to submit proposals closed on August 18, 2020. Mobile Modular Management Corporation was the lowest responsive bidder.

Based on this process, we request the board approve the district to enter into contract with Mobile Modular Management Corporation as the vendor to provide services for the use of mobile units during the renovation of Asheboro High School.

Proposal Tabulation Asheboro City Schools Asheboro High School Modular Proposals 18-Aug-20		
Modular Provider	License Number	Base Bid
Mobile Modular	66077	\$1,402,804.00
Mobile Solutions	50868	\$1,463,100.00
Promise Buildings	73878	\$2,739,848.00
Swartz Modular	73391	\$3,910,931.64
Vesta Modular	79986	\$2,432,617.00
Wilscot	25035	No Proposal Form



Mobile Modular Management Corporation
 4301-C Stuart Andrew Blvd.
 Charlotte, NC 28217
 Phone: (704) 519-4000 Fax: (704) 519-4001
www.mobilemodular.com

Lease Agreement

Contract: 250005860.1
Contract Term: 18 Months
 Date Printed: 09/25/2020
 Start Rent Date: 06/22/2021

Customer & Site Information		Mobile Modular Contact
Customer Information: Asheboro City Schools 1126 South Park Street Asheboro, NC 27203	Site Information: Asheboro City Schools 1221 South Park Street Asheboro High School Asheboro, NC 27203	Questions? Please Contact: Jennifer White Jennifer.White@MobileModular.com Direct Phone: (919) 909-5053 All other inquiries: (704) 519-4000
	Customer PO/Reference: Exp: // By:	

Product Information

	Qty	Monthly Rent	Extended Monthly Rent	Taxable
Campus Maker ModPod, 154x65 MS(NonStdW) <i>154x65 135 4' Bolted Vinyl Wrapped Gypsum 2 Exterior, 12 Interior 12 windows 10 Classroom w/ Gang Restroom</i>	1	\$9,878.00	\$9,878.00	N
Campus Maker ModPod, 154x65 MS(NonStdW) <i>154x65 135 4' Bolted Vinyl Wrapped Gypsum 2 Exterior, 12 Interior 12 windows 10 Classroom w/ Gang Restroom</i>	1	\$9,878.00	\$9,878.00	N
Campus Maker ModPod, 154x65 MS(NonStdW) <i>154x65 135 4' Bolted Vinyl Wrapped Gypsum 2 Exterior, 12 Interior 12 windows 10 Classroom w/ Gang Restroom</i>	1	\$9,878.00	\$9,878.00	N
Campus Maker ModPod, 154x65 MS(NonStdW) <i>154x65 135 4' Bolted Vinyl Wrapped Gypsum 2 Exterior, 12 Interior 12 windows 10 Classroom w/ Gang Restroom</i>	1	\$9,878.00	\$9,878.00	N
Office, 72x60 MS (NonStd) mPlex <i>(1) Administrative (1) Cafeteria</i>	1	\$4,173.00	\$4,173.00	N
Office, 72x60 MS (NonStd) mPlex <i>(1) Administrative (1) Cafeteria</i>	1	\$4,173.00	\$4,173.00	N
Ramp, Other	1	\$4,207.00	\$4,207.00	N

Charges Upon Delivery:

	Qty	Charge Each	Total One Time Taxable	
Campus Maker ModPod, 154x65 MS(NonStdW)				
Block and Level Building	1	\$31,814.00	\$31,814.00	N
Delivery Haulage 14 wide	11	\$1,037.00	\$11,407.00	N
Drawings,Wet Stamped,Building,Custom	1	\$750.00	\$750.00	N
Installation, Skirting, Vinyl	438	\$15.00	\$6,570.00	N
Payment and Performance Bond	1	\$1,040.00	\$1,040.00	N
			\$51,581.00	
Campus Maker ModPod, 154x65 MS(NonStdW)				
Block and Level Building	1	\$31,815.00	\$31,815.00	N
Delivery Haulage 14 wide	11	\$1,037.00	\$11,407.00	N
Drawings,Wet Stamped,Building,Custom	1	\$750.00	\$750.00	N
Installation, Skirting, Vinyl	438	\$15.00	\$6,570.00	N
Payment and Performance Bond	1	\$1,040.00	\$1,040.00	N
			\$51,582.00	
Campus Maker ModPod, 154x65 MS(NonStdW)				
Block and Level Building	1	\$31,815.00	\$31,815.00	N
Delivery Haulage 14 wide	11	\$1,037.00	\$11,407.00	N
Drawings,Wet Stamped,Building,Custom	1	\$750.00	\$750.00	N
Installation, Skirting, Vinyl	438	\$15.00	\$6,570.00	N



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 Charlotte, NC 28217
 Phone: (704) 519-4000 Fax: (704) 519-4001
www.mobilemodular.com

Lease Agreement

Contract: 250005860.1
Contract Term: 18 Months
 Date Printed: 09/25/2020
 Start Rent Date: 06/22/2021

Payment and Performance Bond	1	\$1,040.00	\$1,040.00	N
			\$51,582.00	

Campus Maker ModPod, 154x65 MS(NonStdW)

Block and Level Building	1	\$31,815.00	\$31,815.00	N
Delivery Haulage 14 wide	11	\$1,037.00	\$11,407.00	N
Drawings,Wet Stamped,Building,Custom	1	\$750.00	\$750.00	N
Installation, Skirting, Vinyl	438	\$15.00	\$6,570.00	N
Payment and Performance Bond	1	\$1,040.00	\$1,040.00	N
			\$51,582.00	

Office, 72x60 MS (NonStd) mPlex

Block and Level Building	1	\$17,561.00	\$17,561.00	N
Delivery Haulage 12 wide	6	\$793.00	\$4,758.00	N
Drawings,Wet Stamped,Building,Custom	1	\$750.00	\$750.00	N
Installation, Skirting, Vinyl	264	\$15.00	\$3,960.00	N
			\$27,029.00	

Office, 72x60 MS (NonStd) mPlex

Block and Level Building	1	\$17,561.00	\$17,561.00	N
Delivery Haulage 12 wide	6	\$793.00	\$4,758.00	N
Drawings,Wet Stamped,Building,Custom	1	\$750.00	\$750.00	N
Installation, Skirting, Vinyl	264	\$15.00	\$3,960.00	N
Modification Add Conference Room	1	\$3,646.00	\$3,646.00	N
RNT, Ramp Install	1	\$16,463.00	\$16,463.00	N
			\$47,138.00	

Subtotal of Monthly Rent:	\$52,065.00
Monthly Personal Property Expense (PPE):	\$0.00
Taxes on Monthly Charges:	\$0.00
Total Monthly Charges (incl Taxes & PPE):	\$52,065.00
Subtotal of One-Time Charges upon Delivery :	\$280,494.00
Taxes On One Time Charges:	\$0.00
Security Deposit:	\$0.00
Est. Initial Invoice:	\$332,559.00

	Qty	Charge Each	Total One Time Taxable
Charges Upon Return:			

Campus Maker ModPod, 154x65 MS(NonStdW)

Cleaning Fee	11	\$125.00	\$1,375.00	N
Prepare Equipment For Removal	1	\$21,463.00	\$21,463.00	N
Removal, Skirting, Vinyl	438	\$1.00	\$438.00	N
Return Haulage 14 wide	11	\$1,037.00	\$11,407.00	N
			\$34,683.00	

Campus Maker ModPod, 154x65 MS(NonStdW)

Cleaning Fee	11	\$125.00	\$1,375.00	N
Prepare Equipment For Removal	1	\$21,463.00	\$21,463.00	N
Removal, Skirting, Vinyl	438	\$1.00	\$438.00	N
Return Haulage 14 wide	11	\$1,037.00	\$11,407.00	N
			\$34,683.00	

Campus Maker ModPod, 154x65 MS(NonStdW)

Cleaning Fee	11	\$125.00	\$1,375.00	N
Prepare Equipment For Removal	1	\$21,463.00	\$21,463.00	N
Removal, Skirting, Vinyl	438	\$1.00	\$438.00	N
Return Haulage 14 wide	11	\$1,037.00	\$11,407.00	N
			\$34,683.00	



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Campus Maker ModPod, 154x65 MS(NonStdW)

Cleaning Fee	11	\$125.00	\$1,375.00	N
Prepare Equipment For Removal	1	\$21,463.00	\$21,463.00	N
Removal, Skirting, Vinyl	438	\$1.00	\$438.00	N
Return Haulage 14 wide	11	\$1,037.00	\$11,407.00	N
			\$34,683.00	

Office, 72x60 MS (NonStd) mPlex

Cleaning Fee	6	\$125.00	\$750.00	N
Prepare Equipment For Removal	1	\$11,707.00	\$11,707.00	N
Removal, Skirting, Vinyl	264	\$1.00	\$264.00	N
Return Haulage 12 wide	6	\$793.00	\$4,758.00	N
			\$17,479.00	

Office, 72x60 MS (NonStd) mPlex

Cleaning Fee	6	\$125.00	\$750.00	N
Modification on Site Remove Conference R	1	\$825.00	\$825.00	N
Prepare Equipment For Removal	1	\$11,707.00	\$11,707.00	N
Removal, Skirting, Vinyl	264	\$1.00	\$264.00	N
Return Haulage 12 wide	6	\$793.00	\$4,758.00	N
RNT, Ramp Removal	1	\$10,625.00	\$10,625.00	N
			\$28,929.00	

Special Notes

ABS Pads in Lieu of Poured Footers: Modular building to be installed on ABS pads in lieu of poured footers, approved plans are available and subject to local building department approval.

Block/Level: Price assumes building is installed using Mobile Modular standard foundation. Mobile Modular assumes installation on the minimum foundation design criteria/tolerances. For DSA buildings, it is assumed building will be installed on the minimum amount of foundation lumber per the applicable DSA approved stockpile drawings and site will not exceed 4-1/2" out of level. Additional material and labor charges apply for installing buildings above minimum foundation design criteria, raising buildings to meet specific finish floor elevations, raising building level to adjacent buildings, landings, walkways, transitions, etc.

Budgetary Quote: Pricing provided is for budgetary purposes only. A revised quotation will be provided once project details are clarified. If you are new to modular buildings and wondering what you need to know about them, please visit www.mobilemodularrents.com and view our FAQ worksheet "Considering Modular Buildings for Your Space Needs?". *Delivery pricing is estimated based on delivery within 50 miles of branch location. Pilots and permits not included and may be required. We look forward to working with you to refine your requirements.

Additional Note: Each building is quoted with an ADA ramp and steps. Note, this may be reconfigured to connect all buildings together and revise pricing.

Special Terms & Important Contractual Information

- A minimum cleaning charge of \$125 per floor will apply for modular buildings.
- Prices will be adjusted for unknown circumstances, e.g. driver waiting time, pilot car requirements, special transport permits, difficult site, increase in fuel price, etc. Customer's site must be dry, compacted, level and accessible by normal truck delivery.
- This transaction is subject to credit approval. Security deposit or payment in advance may be required. Security deposit will be applied against account balance at the end of the contract.
- Unless noted, prices do not include permits, ramps, stairs, seismic foundation systems, temporary power, skirting, engineering, taxes or utilities or related installation and/or removal of same. Pricing quote for set up or installation (of building, skirting, earth anchors, ramps, etc.) does not include dismantle or removal unless otherwise noted. Except for skirting and earth anchors, unless noted, ownership of all installed or supplied items is retained by Lessor.
- Please treat our equipment with respect. All damages other than normal usage will be billed for at the end of lease.
- Contract subject to terms & conditions attached and made a part of this agreement by reference herein. Customer acknowledges that he/she has received and read and affirms that he/she is duly authorized to execute and commit to this agreement for the above named customer.
- Rent will be billed in advance every 30 calendar days.
- **Unless otherwise noted, prices do not include prevailing wages, Davis-Bacon wages, or other special or certified wages.**



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Insurance Requirements

Please send, or have your insurance company send, a Certificate of Insurance to us. We require liability coverage (minimum of \$1,000,000) listing Mobile Modular Management Corporation as an additional insured and property coverage for the value of the unit(s) leased listing Mobile Modular Management Corporation as loss payee.

Item & Description	Qty	Item Code	Ins. Value
Campus Maker ModPod, 154x65 MS(NonStdW)	1	1957	\$546,000.00
Campus Maker ModPod, 154x65 MS(NonStdW)	1	1957	\$546,000.00
Campus Maker ModPod, 154x65 MS(NonStdW)	1	1957	\$546,000.00
Campus Maker ModPod, 154x65 MS(NonStdW)	1	1957	\$546,000.00
Office, 72x60 MS (NonStd) mPlex	1	1974	\$288,000.00
Office, 72x60 MS (NonStd) mPlex	1	1974	\$288,000.00



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Incorporation by Reference

The Lease Agreement is subject to the Supplemental Lease Terms and Conditions, which are hereby incorporated by reference in their entirety, as updated from time to time by Lessor, in its sole discretion, and can be viewed in the Resources section of Lessor's website at (<http://www.mobilemodular.com/contractterms>). The Lessee hereby affirms that he/she has read in its entirety and understands the Supplemental Lease Terms and Conditions.

Please sign below and fax or email this document to the fax number shown above or the email address you received the document from.

The parties hereto, Mobile Modular Management Corporation, a California corporation, as lessor ("**Lessor**") and lessee ("**Lessee**", as described above in the section titled "Customer Information") hereby agree to this Lease Agreement and the terms and conditions set forth in the Lease Terms and Conditions, attached hereto as Attachment A, which are hereby incorporated by reference. The individual signing this Lease Agreement affirms that he/she is duly authorized to execute and commit to this Lease Agreement for the above named Lessee.

LESSOR: Mobile Modular Management Corporation Signature: Print Name: Title: Date:	LESSEE: Asheboro City Schools Signature: Print Name: Title: Date:
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ATTACHMENT A

LEASE TERMS AND CONDITIONS

1. **LEASE.** Lessor leases to Lessee, and Lessee leases from Lessor, the equipment listed on the Lease Agreement hereto (the "**Equipment**") on the terms and conditions set forth herein. Each such Lease Agreement ("**Agreement**") and the lease provisions on Lessor's website at (<https://www.MobileModular.com/ContractTerms>) (the "**Incorporated Provisions**"), which are incorporated by reference into the Agreement, shall constitute a separate and independent lease (a "Lease") of the Equipment listed in the Agreement under "Product Information". In the event of a conflict between this Agreement and Lessee's contract, purchase order or other document, the terms of this Agreement shall prevail.

2. **LEASE TERM.** The Agreement shall be in full force and effect upon the date of execution by Lessee. The Lease Term and Monthly Rent shall commence on the Start Rent Date specified in the Agreement (which may be adjusted by mutual agreement of Lessee and Lessor), and shall continue thereafter for the number of months specified in the Agreement as the "Contract Term" (the "**Lease Term**"). Lessee is responsible for paying the Monthly Rent specified in the Agreement (as such may be adjusted pursuant to Section 4) for each month during the Lease Term. This Lease Agreement defines a month as 30 calendar days; rent will be billed monthly unless otherwise specified. In the event that Lessee terminates the Agreement prior to the expiration of the Lease Term, Lessor shall be entitled to charge an early termination fee, even if such termination occurs prior to delivery of the Equipment. Such fee shall be determined by Lessor following the receipt of the termination request. Such early termination fee may include charges related to the preparation of the Equipment for delivery and/or the rental value of the Agreement. In no event shall any such early termination fee exceed the total value of the Lease Agreement. Lessor shall not be liable to Lessee for any failure or delay in obtaining, delivering or setting up the Equipment. In the event Lessor is responsible for delay in obtaining, delivering or setting up the Equipment, the Start Rent Date shall be deemed to be revised to the date that Lessor substantially completes setting up the Equipment. If any delay in obtaining, delivering or setting up the Equipment is caused by failure of the site to be ready or for any other reason not solely the responsibility of Lessor, the Lease shall commence as of the Start Rent Date originally stated notwithstanding such delay.

3. **RETURN OF EQUIPMENT.** Regardless of the stated Lease Term, Lessee must provide a minimum of 30 days' prior notice for return delivery of Equipment. Please review the Incorporated Provisions on Lessor's website at [<https://www.MobileModular.com/ContractTerms>] for the conditions under which the Equipment must be returned. Unless otherwise agreed upon by Lessor in writing, Monthly Rent shall be due until return of the Equipment to Lessor is completed and shall not be based upon the date such return is requested. Lessor prorates rent in one-half (1/2) month increments only. Lessee is responsible for paying the full month's rental payment for Equipment returned after the



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fifteenth (15th) day of the billing cycle.

4. HOLDING OVER; LEASE EXTENSION. Following the expiration of the Lease Term, the Lease and the terms and conditions set forth herein, shall be extended on a month-to-month basis until the Equipment is returned to Lessor. In this event, Lessor may establish a revised rental rate which shall constitute the Monthly Rent. The charges upon return and any other charges related to the return of the Equipment may be reasonably revised from those reflected in the Agreement, at Lessor's discretion, should the Lease be extended beyond the initial Lease Term.

5. LESSEE AGREEMENTS. Lessee agrees that:

(a) Lessor may insert in the applicable Agreement the serial number and other identification data relating to the Equipment when ascertained by Lessor; and

(b) Lessor (or its agents, employees or contractors) may, from time to time at any reasonable time, enter upon the premises of Lessee for the purposes of (1) inspecting the Equipment or posting "Notices of Non-Responsibility" or similar notices thereon, or (2) photographing the Equipment, including any items or occupants within or surrounding the Equipment, for promotional or other purposes, pursuant to Section 6 of the Incorporated Provisions. If Lessor determines that repairs to the Equipment are needed, Lessee shall grant access for said repairs. Lessor shall bear the expense of any repairs that it determines are needed to ameliorate normal wear and tear; the expense of all other repairs (including any repairs requested by Lessee) shall be borne by Lessee. If Lessee does not grant access for such repairs between 8:00 a.m. and 5:00 p.m., Monday through Friday, Lessee shall bear the cost of repair rates for labor at the applicable overtime rates.

6. SECURITY DEPOSIT. Lessee shall pay to Lessor the Security Deposit specified in the Agreement, which may be due upon execution of the Agreement, if specified. The Security Deposit shall be held by Lessor (who shall have no obligation to collect or pass through to Lessee any interest thereon) as security for Lessee's faithful performance of the terms and conditions of the applicable Lease, including without limitation Lessee's indemnification obligations under Section 12. If an Event of Default occurs, Lessor may apply the Security Deposit to payment of its costs, expenses and attorney fees in enforcing the terms of the Lease and to indemnify Lessor against any costs, expenses or damages sustained by Lessor in connection with the Lease (provided, however, nothing herein contained shall be construed to mean that the recovery of damages by Lessor shall be limited to the amount of the Security Deposit). In the event all or any portion of the Security Deposit is applied as aforesaid, Lessee shall deposit additional amounts with Lessor so that the Security Deposit shall always be maintained at the amount specified in the Agreement. At the end of the Lease Term, Lessor shall apply any remaining balance of the Security Deposit to the payment of any monies owed to Lessor under the Lease. Thereafter, if no Event of Default has occurred and is continuing and Lessee has complied with Section 3, Lessor shall return to Lessee any remaining balance of the Security Deposit.

7. ASSIGNMENT. Lessee will not assign, convey, transfer, or pledge as security or collateral its interest, or any part thereof, in and to any Lease or the Equipment without the prior written consent of Lessor; and any such attempted assignment, conveyance, transfer, or pledge of security or collateral, whether voluntary or involuntary, shall be null and void, and any such attempt act may be considered an Event of Default. Lessor may, at its option and without the prior approval of Lessee, transfer, convey, assign or pledge as security or collateral its interest or any part thereof, in and to the Lease.

8. PAYMENTS. Lessee agrees to pay to Lessor (at the office of Lessor or to such other person or at such other place as Lessor may from time to time designate to Lessee in writing) each payment specified herein on a net invoice basis without demand by Lessor. Payment terms are net due upon receipt unless otherwise agreed upon in writing. All payments due from Lessee pursuant to the terms of the Lease shall be made by Lessee without any abatement or setoff of any kind whatsoever arising from any cause whatsoever.

9. TAXES AND LIENS. Lessee agrees to keep the Equipment free of all levies, liens or encumbrances. Lessee shall, in the manner directed by Lessor, (a) make and file all declarations and returns in connection with all charges, fees and taxes (local, state and federal) levied or assessed either upon Lessee or Lessor, or upon the ownership, leasing, rental, sale, possession, use, or operation of the Equipment, and (b) pay all such charges, fees and taxes. However, Lessor shall pay all local, state or federal net income taxes relating to the Lease.

10. LOSS OR DAMAGE. Until the Equipment is returned to Lessor, Lessee assumes all risk of loss or damage to the Equipment. Subject to Section 12(b), should any Equipment damaged be capable of repair, the Lease shall not terminate, but Lessee shall cause the Equipment to be repaired and restored to its condition existing prior to such damage, at Lessee's sole expense. In the event any of the Equipment is damaged beyond repair or is lost, stolen or wholly destroyed, this Agreement shall cease and terminate as to such Equipment as of the date of the event, accident or occurrence causing such loss or destruction, and Lessee shall pay Lessor within ten (10) days thereafter, an amount equal to the full replacement value of the Equipment. Lessee shall be entitled to the benefit of the proceeds from any insurance recovery received by Lessor, up to an amount equal to that which Lessee has paid to Lessor pursuant to this paragraph.

11. INSURANCE. Lessee shall provide, maintain, and pay all premiums for property insurance covering the loss, theft, destruction, or damage to the Equipment in an amount not less than the full replacement value thereof, naming Lessor as loss payee of the proceeds. Lessee shall also provide, maintain, and pay all premiums for general liability insurance (minimum of \$1,000,000 per occurrence), naming Lessor as an additional insured. All insurance shall be in a form and with a company having an A.M. Best rating of A- or better, and shall not be subject to cancellation without thirty-(30) day's prior written notice to Lessor. Lessee shall deliver to Lessor insurance certificates, or evidence of insurance related thereto, meeting the above requirements. Proceeds of such insurance shall, at Lessor's option, be applied either towards replacement, restoration or repair of the Equipment or towards payment of Lessee's obligations under the Lease. Lessor may require Lessee's insurance carrier to be licensed to do business in the state where the Equipment is being leased. Lessor will not and does not provide insurance for any of Lessee's personal property that may be in or on any Equipment.



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12. WAIVER AND INDEMNIFICATION.

(a) Lessee hereby waives and releases all claims against Lessor for (i) loss of or damage to all property, goods, wares and merchandise in, upon or about the Equipment, (ii) injuries to Lessee, Lessee's agents and third persons, and (iii) the use, misuse, or malfunction of any security screens provided with the Equipment, in each case, irrespective of the cause of such loss, damage or injury. Under no circumstances shall Lessor be liable to Lessee for any special, incidental or consequential damages of any kind (including, but not limited to damages for loss of use, or profit, by Lessee or for any collateral damages), whether or not caused by Lessor's negligence or delay, resulting from the Lease or the manufacture, delivery, installation, removal or use of the Equipment, or in connection with the services rendered by Lessor hereunder, even if the parties have been advised of the possibility of such damages.

(b) Lessee agrees to indemnify and hold harmless Lessor from and against any and all losses, liabilities, costs, expenses (including attorney fees), claims, actions, demands, fines, forfeitures, seizures or penalties (collectively, "**Claims**") arising out of (i) the maintenance, possession or use of the Equipment by Lessee, its employees, agents or any person invited, suffered or permitted by Lessee to use or be in, on or about the Equipment, including to the extent arising from Lessor's negligence, (ii) Lessee's failure to comply with any of the terms of the Lease, and (iii) any theft or destruction of, or damage to, the Equipment. If the foregoing obligations are not enforceable against Lessee under applicable law, Lessee agrees to indemnify and hold harmless Lessor from and against any and all Claims to the maximum extent permitted by applicable law. Lessee shall make all payments due under this Section upon demand by Lessor.

13. EVENTS OF DEFAULT.

(a) Each of the following shall constitute an "**Event of Default**": (1) default by Lessee in making any required payment to Lessor and the continuance of such default for ten (10) consecutive days; (2) default by Lessee in the performance of any obligation, covenant or liability contained in the Lease or any other agreement or document with Lessor and the continuance of such default for ten (10) days after written notice, thereof by Lessor to Lessee; (3) any warranty, representation or statement made or furnished to Lessor by or on behalf of Lessee proves to have been false in any material respect when made or furnished; (4) loss, theft, damage, destruction or the attempted sale or encumbrance by Lessee of any of the Equipment, or any levy, seizure or attachment thereof or thereon; or (5) Lessee's dissolution, termination of existence, discontinuance of business, insolvency, or business failure; or the appointment of a receiver of any part of, the assignment for the benefit of creditors by, or the commencement of any proceedings under any bankruptcy, reorganization or arrangement laws by or against, Lessee. Lessee acknowledges that any Event of Default will substantially impair the lease value hereof.

(b) **REMEDIES OF LESSOR:** Upon the occurrence of any Event of Default and any time thereafter, Lessor may, without notice, exercise one or more of the following remedies, as Lessor, in its sole discretion shall elect: (1) declare all unpaid lease payments under the Lease to be immediately due and payable; (1) terminate the Lease as to any or all items of the Equipment; (2) take possession of the Equipment wherever found, and for this purpose enter upon any premises of Lessee and remove the Equipment, without any liability for suit, action or other proceedings by Lessee; (3) direct Lessee at its expense to promptly prepare the Equipment for pickup by Lessor; (4) use, hold, sell, lease or otherwise dispose of the Equipment or any item thereof on the site specified on the applicable Agreement or any other location without affecting the obligations of Lessee as provided in the Lease; (5) proceed by appropriate action either in law or in equity to enforce performance by Lessee of the terms of the Lease or to recover damages for the breach hereof; (6) apply the Security Deposit to payment of Lessor's costs, expenses and attorney fees in enforcing the terms of the Lease and to indemnify Lessor against any damages sustained by Lessor (provided, however, nothing herein shall be construed to mean that the recovery of damages by Lessor shall be limited to the amount of the Security Deposit); (7) exercise any and all rights accruing to Lessor under any applicable law upon an Event of Default. In addition, Lessor shall be entitled to recover immediately as damages, and not as a penalty, a sum equal to the aggregate of the following: (i) all unpaid payments as are due and payable for any items of Equipment up to the date of repossession by Lessor; (ii) any expenses paid or incurred by Lessor in connection with the repossession, holding, repair and subsequent sale, lease or other disposition of the Equipment, including attorney's fees and other reasonable costs and expenses; (iii) an amount equal to the excess of (a) all unpaid payments for any item of Equipment repossessed by Lessor from the date thereof to the end of the term of the Lease over (b) the fair market lease value of such item or items of Equipment for such unexpired lease period (provided however, that the fair market lease value shall be deemed to not exceed the proceeds of any sale of the Equipment or lease thereof by Lessor for a period substantially similar to the unexpired lease period); and (iv) the replacement cost of any item of Equipment which Lessee fails to prepare for return to Lessor as provided above or converts or is destroyed, or which Lessor is unable to repossess.

14. OWNERSHIP AND MARKING OF EQUIPMENT. Title to the Equipment shall remain with Lessor (or its Principal). Unless otherwise specified in writing by Lessor, no option or other right to purchase the Equipment is granted or implied by the Lease to Lessee or any other person. The Equipment shall remain and be deemed to be personal property of Lessor, whether attached to realty or not, and upon termination of the Lease or the occurrence of an Event of Default, Lessee shall have the duty and Lessor shall have the right to remove the Equipment whether or not affixed to any realty or building without any liability to Lessor for damage to the realty or building caused by the removal of the Equipment. Any replacement, substitutes, accessories or parts, whether placed in or upon the Equipment or not, whether made a component part thereof or not, shall be the property of Lessor and shall be included under the terms of the Lease.

15. COMPLIANCE WITH LAW. Lessee assumes all responsibility for any and all licenses, clearances, permits and other certificates as may be required for Lessee's lawful operation, use, possession and occupancy of the Equipment. Lessee agrees to fully comply with all laws, rules, regulations and orders of all local, state and federal governmental authorities which in any way relate to the Equipment. Lessee shall pay the cost of all license and registration fees and renewals thereof.

16. GOVERNING LAW. Lessee and Lessor agree that the Lease shall be governed in all respects by, and interpreted in accordance with the laws of, the State of **North Carolina** *California*, without regard to its conflicts of laws provisions.



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17. JURISDICTION.

~~(a) In any case where the Equipment is located in the State of Maryland or the State of Virginia, it is agreed that the venue for a legal action relating to the Lease shall be proper if brought in Alameda County, State of California. Subject to Section 12, the prevailing party shall be entitled to recover reasonable attorneys' fees and court costs, whether or not the action proceeds to judgment.~~

~~(b) In all other cases, the Federal District North Carolina Courts located within the State of California shall have non-exclusive jurisdiction over any lawsuit brought by Lessee or Lessor as a result of any dispute regarding matters arising in connection with the Lease. Further, it is agreed that the venue for a legal action relating to the Lease shall be proper if brought in Alameda County, State of California. Subject to Section 12, the prevailing party shall be entitled to recover reasonable attorneys' fees and court costs, whether or not the action proceeds to judgment.~~

18. MEDIATION; ARBITRATION. Lessee agrees to abide by Lessor's option (if Lessor shall so choose) to have any claims, disputes, or controversies arising out of or in relation to the performance, interpretation, application, or enforcement of the Lease, including but not limited to breach thereof, referred to mediation before, and as a condition precedent to, the initiation of any adjudicative action or proceeding, including arbitration. If mediation fails to resolve the claims, disputes or controversies between Lessor and Lessee, Lessee agrees to abide by Lessor's option (if Lessor shall so choose) to have the claims, disputes or controversies referred to binding arbitration. The parties hereto acknowledge that the subject matter of the Lease is a matter of interstate commerce.

19. CREDIT CARD AUTHORIZATION. Lessee hereby gives authorization to Lessor to charge against credit card provided all amounts billed for this transaction including applicable taxes, shipping and handling charges. For a rental/lease transaction, charges may be recurring and additional billing and charges will occur until such time as all Equipment and respective accessories are returned and the rental is terminated.

20. HAZARDOUS MATERIALS. Lessee agrees that no water, paint or chemicals, and no illegal, hazardous, controlled, toxic, explosive, flammable, restricted, contaminated or other dangerous materials, shall be maintained or stored in or on the Equipment.

21. FEDERAL CONTRACTOR. As a federal contractor, Lessor's contracts are subject to the provisions of (i) Executive Order 11246, (41 CFR 60-1.4); (ii) section 503 of the Rehabilitation Act of 1973, (41 CFR 60-741.5(a); and (iii) section 4212 of the Vietnam Era Veterans Readjustment Act of 1974, (41 CFR 60-300.5(a). **Lessor shall abide by the requirements of 41 CFR 60-741.5(a) and 41 CFR 60-300.5(a). These regulations prohibit discrimination against qualified individuals on the basis of disability, and qualified protected veterans, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities, and qualified protected veterans.**

22. MISCELLANEOUS. Time is of the essence of each and every provision of the Lease. Failure of Lessor to enforce any term or condition of the Lease shall not constitute a waiver of subsequent defaults by Lessee, nor shall it, in any manner, affect the rights of Lessor to enforce any of the provisions hereunder. The invalidity or unenforceability of any provision of the Lease shall not affect the validity or enforceability of any other provision.

23. ENTIRE AGREEMENT. The Lease constitutes the entire agreement between Lessor and Lessee with respect to the subject matter hereof and, except for the Incorporated Provisions that may be updated by Lessor from time to time in its sole discretion, may not be amended, altered or modified except by a writing signed by both Lessor and Lessee.

Lease Terms and Conditions, Rev. 08/22/16

2020-2021

DATE		MEETING	TIME	LOCATION
Wed., Thurs. & Fri.	October 7-9	NCSBA Fall Law Conference		Virtual
Thursday	October 8	Board of Education Meeting	7:30 p.m.	PDC
Monday	October 19	Secondary Schools Return on Modified Plan B		
NOVEMBER				
Tuesday	November 3	Election Day		
Wed., Thurs. & Fri.	November 4-6	NCSBA Annual Conference		Greensboro or virtual
Sat. & Sun.	November 7 & 8	Field of Honor		SAMS
Wednesday	November 11	Veteran's Day Holiday		
Thursday	November 12	Board of Education	7:30 p.m.	PDC
DECEMBER				
Thursday	December 10	Board of Education Meeting	7:30 p.m.	PDC