

**ASHEBORO CITY BOARD OF EDUCATION**

**April 15, 2010**

**7:30 p.m.**

**Professional Development Center**

**Asheboro High School**

**Policy Committee Meeting 6:00 p.m.**

**Finance Committee Meeting 6:45 p.m.**

**I. Opening**

- A. Call to Order
- B. Invocation – Archie Priest, Jr.
- C. Pledge of Allegiance – Amber Moon, Donna L. Loflin student
- \*D. Approval of Agenda

**II. Special Recognition and Presentations**

- A. Community Spotlight – Dr. Barbara Levin and Dr. Kathryn Prater, UNC-G
- B. Board Spotlight – Loflin Students – A Taiko Japanese Drum Performance

**III. Public Comments**

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

**IV. \*Consent Agenda**

- A. Approval of Minutes – March 11, 2010 and March 30, 2010
- B. Personnel
- C. Zoo School Lease Agreement

**V. Information, Reports and Recommendations**

- A. Exceptional Children Continuous Improvement Performance Plan
- B. Policy 7520 – Family and Medical Leave
- C. Policy 7530 – Military Leave
- D. Policy 7550 – Absences Due to Inclement Weather

**VI. Action Items**

- \*A. Policy 7500 – Workday and Overtime
- \*B. Policy 7510 – Leave of Absence

**VII. Superintendent's Report/Calendar of Events**

- A. Calendar of Events
- B. Points of Pride

**VIII. Board Operations**

A. National School Boards Association Conference Update

**IX. Adjournment**

**Asheboro City Schools Board of Education meetings are now 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  
April 15, 2010  
7:30 p.m.**

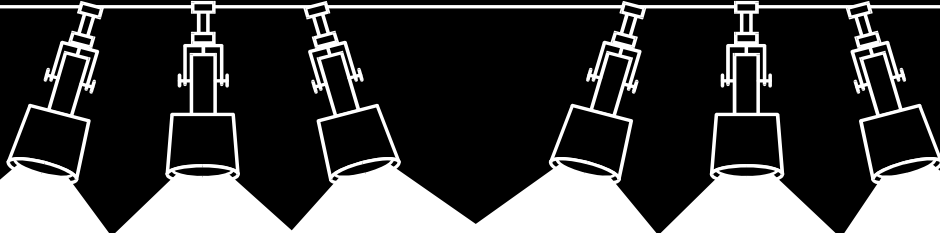
**Addendum**

- I. **Opening**
  
- IV. **\*Consent Agenda**
  - B. Personnel
  - D. Lottery Fund Application
  - E. Public School Building Fund Application
  
- IX. **Adjournment**

**Mission Statement**

**We are committed to providing quality learning opportunities for all students in a safe and inviting environment so that our students can become successful lifelong learners, prepared for 21<sup>st</sup> century global citizenship.**

April 15, 2010



**Community Partner Spotlight:** Tonight we are honored to recognize Dr. Barbara Levin and Dr. Kathryn Prater from the UNC-G Department of Education for their work with Asheboro City Schools through the TESOL for ALL grant. TESOL stands for Teaching English to Speakers of Other Languages = Academic Language Learning. This grant has provided a number of valuable resources to our district, for example professional development for our teachers, student interns working in our schools, as well as funding for the Heritage Language Academy offered to ESL students and parents.

**Board Spotlight:**

Last fall, Ms. Jarrett, music teacher at Donna Lee Loflin, wrote and was awarded an innovative teaching grant focused on bringing the art of Taiko Japanese drumming to her students. She solicited the help of Jim Sink, an instructor at RCC, in constructing the drums. Tonight, Ms. Jarrett and her drum team will share some of their skills with us.

Special Recognition

**Minutes of the Asheboro City Board of Education**  
**March 11, 2010**  
**Policy Committee**

The Policy Committee convened at 6:00 p.m. in the Professional Development Center Conference Room with the following members present:

Archie Priest, Jr., Committee Chairman	Linda Cranford
Gidget Kidd	Dr. Kelly Harris
Jane Redding	

Committee member absent was Phillip Cheek.

Staff members present were Dr. Diane Frost, Harold Blair, Dr. Dot Harper, Dr. Hazel Frick and Dr. Tim Allgood.

Chairman Priest called the meeting to order and Dr. Allgood began a review of the agenda.

Dr. Allgood reviewed the following policies:

- Policy 7520 – *Family and Medical Leave*. Dr. Allgood shared Asheboro City School’s Policy 7520 will be replaced with the North Carolina School Boards Association’s policy which includes Federal Law that has been created by the Federal Government. The proposed replacement will be presented to the full Board at its April meeting for 30-day review.
- Policy 7530 – *Military Leave*. Specifics have been added depicting how military leave is handled and will be presented to the full Board at its April meeting for 30-day review.
- Policy 7540 – *Voluntary Shared Leave*. The Committee reviewed the current policy. No revisions were necessary.
- Policy 7550 – *Absences Due to Inclement Weather*. Dr. Allgood reported an insertion has been made clarifying that missed time for certified staff must be made up in half day or whole day increments only and must be made up during the regular school calendar. The proposed policy change will be presented to the full Board at its April meeting for 30-day review.

With no further business, the meeting adjourned at 6:15 p.m.

**Finance Committee**

The Finance Committee convened at 6:45 p.m. in the Professional Development Center Conference Room with the following members present:

Kyle Lamb, Chairman	Joyce Harrington
Steve Jones	Gidget Kidd
Jane Redding	Derrick Robbins

Committee member absent was Chris Yow.

Staff members present were Dr. Diane Frost and Harold Blair.

The meeting was called to order at 6:45 p.m. Mr. Blair reviewed Federal Budget Amendment F-02. Mr. Blair then presented information regarding the American Recovery and Reinvestment Act and related budget items.

There being no further business, the meeting adjourned at 7:13 p.m.

### **Board of Education**

#### **Opening**

The Asheboro City Board of Education met in regular session at 7:30 p.m. in the Professional Development Center with the following members present:

Gidget Kidd, Chairman	Kyle Lamb
Phillip Cheek	Dr. Kelly Harris
Derek Robbins	Linda Cranford
Archie Priest, Jr.	Joyce Harrington
Jane Redding	Steve Jones
Archie Smith, Jr., Board Attorney	

Board member absent was Chris Yow.

Staff members present were Dr. Diane Frost, Harold Blair, Nancy Moody, Dr. Brad Rice, Dr. Hazel Frick, Dr. Tim Allgood, Dr. Dot Harper, Pam Johnson, Mike Mize, Jennifer Smith, and Carla Freemyer.

Chairman Kidd called the meeting to order and Mr. Lamb delivered the invocation. Charles W. McCrary Elementary student, Tyrese Austin, led the Pledge of Allegiance.

A motion to approve the meeting agenda was made by Mr. Lamb, seconded by Ms. Redding, and unanimously approved by the Board.

#### **Special Recognition and Presentations**

Energizer was recognized for its continued support of Asheboro City Schools providing batteries for equipment as well as employees serving as judges for the middle school science fair. Mr. Danny Mull accepted a Certificate of Appreciation.

Ms. Julie Brady, Ms. Paula Owens, and Ms. Brianne Crotts from McCrary Elementary shared their experience of revamping the total school program and reactivating their Positive Behavior Support framework.

#### **Public Comments**

Chairman Kidd opened the floor to public comments. No one signed up to address the Board.

Upon motion by Ms. Cranford, seconded by Mr. Lamb, the Consent Agenda was unanimously approved by the Board.

## **Consent Agenda**

The following Consent Agenda items were approved:

*Approval of Minutes* – February 6, 7 and 18, 2010

### *Personnel*

#### **Resignations/Retirements/Separations**

<b><u>Name</u></b>	<b><u>School/Subject</u></b>	<b><u>Date</u></b>
Brady, Mischale	Central Office/Bus Driver	12/16/2009
Spencer, Danzell	Central Office/Bus Driver	3/2/2010
Kennedy, Maurice	Asheboro High School/Custodian	6/15/2010

#### **Appointments**

<b><u>Name</u></b>	<b><u>School/Subject</u></b>	<b><u>Date</u></b>
Murray, April	Substitute/\$90.00 per day	3/3/2010
Henderson, Chuck	Asheboro High School/Physical Ed/Football Coach	7/1/2010

*Overnight Out-of-State Field Trip for DECA* (A copy of the field trip will become a part of these minutes.)

*Budget Amendment F-02* (A copy of the budget amendment will become a part of these minutes.)

#### **Information, Reports and Recommendations**

Mr. Tom Quinn, Sodexo Child Nutrition Director, presented nutritional information on meals being served in the Asheboro City Schools. He shared there will be a free six week wellness workshop, Create Your Weight, offered to elementary children and their parents every Wednesday beginning March 24 through April 28.

Ms. Freemyer provided information on several strategic planning sessions held across the community during the month of February. Valuable input was received from the community and will be used in planning the 2010-2013 Strategic Plan for Asheboro City Schools.

Ms. Moody reported on Asheboro High School's Graduation Project sharing two main changes: The required research paper will be done in the junior English class. The student can begin working with an approved mentor during the summer before his or her senior year.

Dr. Frick presented the following policy change proposals for 30-day review: Policy 7500 – *Workday and Overtime* and Policy 7510 – *Leave of Absence*. Policy 7500 has been revised to include changes in legal references and to provide a more thorough explanation of the working hours of all employees. Also added is a section on the use of overtime and compensatory time. Policy 7510 has been updated in order to comply with North Carolina State Board policy that requires the addition of a new section regarding Military Leave.

Dr. Frick shared favorable results on the 2010 Parent Survey summary. The feedback and data from parents will be utilized for continuous improvement purposes.

#### **Action Items**

Following a 30-day review, a motion was made by Mr. Lamb and seconded by Dr. Harris, to approve the following policies as presented: Policy 2120 – *Code of Ethics for School Board Members* and Policy 4100 – *Age Requirements for Initial Entry*. Motion passed unanimously. (Both Policy 2120 and Policy 4100 will become a part of these minutes.)

The Board revisited its decision made at the February meeting regarding the revision to the 2011-2012 Calendar at the February meeting, specifically because Monday, January 2, 2012, will be a State holiday. A motion was made by Mr. Lamb and seconded by Ms. Redding, to approve revising the 2011-2012 Calendar making December 22<sup>nd</sup> an instructional day, December 30<sup>th</sup> becoming a vacation/annual leave day, and January 2<sup>nd</sup> a holiday. Motion passed unanimously. (A copy of the calendar will become a part of these minutes.)

Dr. Harper presented a new middle school elective proposal, S.W.A.T. (Students Working to Advance Technology). A motion was made by Ms. Redding, seconded by Mr. Cheek, and unanimously approved by the Board to accept the proposal as presented.

### **Superintendent's Report/Calendar of Events**

Dr. Frost shared the 10-year Facilities Plan that will be presented to the County Commissioners at the March 20<sup>th</sup> Commissioners' Retreat.

The Board set June 29, 2010 for its Summer Board Retreat. The retreat will begin at 5:30 p.m. at the Professional Development Center and end at 8:30 p.m.

Ms. Freemyer shared the Calendar of Events highlighting important dates to remember: Regional Middle School Math Fair, March 13; AHS Chorus Concert – 10 Year Reunion, March 13; Evening of Excellence, March 15; Legislative Breakfast, March 19; Strategic Planning team meetings, March 22 & March 29; Board of Education budget work session, March 30 and April 22; Expert Project Fair, April 21; Teacher of the Year Banquet, May 20; and Graduation Projects, May 26.

Ms. Freemyer reported on *Points of Pride* as follows: District Spelling Bee; Middle School Math Fair; Regional Science Fair winners; Nikki Domally, Asheboro High School, named North Carolina Student Council Advisor of the Year; Strategic Planning Sessions; 8<sup>th</sup> Grade Future Ready Core parent meeting; and Wax Museum held at Donna L. Loflin School.

Chairman Kidd reminded board members that next month's meeting has been moved to April 15, the 3<sup>rd</sup> Thursday, instead of the 2<sup>nd</sup> Thursday of the month.

### **Adjournment**

There being no further business, a motion was made by Mr. Robbins and seconded by Mr. Lamb, to adjourn at 9:20 p.m. The motion passed unanimously.

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Chairman

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Secretary

**Minutes of the Asheboro City Board of Education**  
**March 30, 2010**  
**7:00 p.m.**  
**Budget Work Session**

The Asheboro City Board of Education met in a budget work session on Monday, March 30, 2010, in the Professional Development Center.

Gidget Kidd, Chairman  
Derek Robbins  
Kyle Lamb  
Linda Cranford

Jane Redding  
Archie Priest, Jr.  
Phillip Cheek  
Joyce Harrington

The following members were absent: Chris Yow, Steve Jones, and Dr. Kelly Harris.

Staff members present were: Dr. Diane Frost, Harold Blair, Dr. Dot Harper, and Mike Mize. Additional staff present was Kristen Rowland, Assistant Finance Officer.

Chairman Kidd turned the meeting over to Mr. Blair. Mr. Blair reviewed the 2009-2010 budget accomplishments and provided budget considerations for 2010-2011. The Expansion Budget Considerations for 2010-2011 were shared as well as capital outlay considerations. Mr. Blair and Dr. Frost updated members on the federal American Recovery and Reinvestment Act and the impact it has had and will continue to have on Asheboro City Schools.

Members were reminded there would be another budget work session on April 22, 2010.

There being no further business the meeting adjourned at 8:25 p.m.

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Secretary

**Asheboro City Schools  
Personnel Transactions  
April 15, 2010**

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

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<b><u>NAME</u></b>	<b><u>SCHOOL/SUBJECT</u></b>	<b><u>EFFECTIVE</u></b>
Moyer, Rhonda	SAMS/English as a Second Language	3/30/10
Jones, Frank	CO/Bus Driver	6/9/10
Cox, Permelia Ann	CO/Custodian	4/13/10
Perdue, Larry	CO/Maintenance	5/31/10
Ingold, Montie	DLL/Teacher Assistant	6/11/10

**\*B. APPOINTMENTS**

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<b><u>NAME</u></b>	<b><u>SCHOOL/SUBJECT</u></b>	<b><u>EFFECTIVE</u></b>
Covey, Walter	CO/Bus Driver	3/12/10
Wright, Paul	Substitute/\$69.00 per day	3/15/10
Lazar, Katherin	Substitute/\$69.00 per day	3/23/10
Routh, Judy	SAMS/Custodian	3/29/10
Chavez, Rodrigo	SAMS/Custodian (part-time)	3/31/10

**C. TRANSFERS**

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<b><u>NAME</u></b>	<b><u>SCHOOL/SUBJECT</u></b>	<b><u>EFFECTIVE</u></b>
Garcia Gonzalez, Key	ECDC/Custodian to AHS/Custodian	3/22/10

**Asheboro City Schools  
Personnel Transactions  
April 15, 2010  
Addendum**

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

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<b><u>NAME</u></b>	<b><u>SCHOOL/SUBJECT</u></b>	<b><u>EFFECTIVE</u></b>
Troy, Amanda	SAMS/Science	6/11/10

**\*B. APPOINTMENTS**

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<b><u>NAME</u></b>	<b><u>SCHOOL/SUBJECT</u></b>	<b><u>EFFECTIVE</u></b>
Needham, Georgie Ann	CWM/Teacher Assistant	4/13/10

STATE OF NORTH CAROLINA  
COUNTY OF RANDOLPH

LEASE AGREEMENT

This Lease Agreement is made and entered as of the 1<sup>st</sup> day of July, 2010, by and between the STATE OF NORTH CAROLINA, hereinafter designated as "Lessor," and the Asheboro City Schools Board of Education, hereinafter designated as "Lessee."

W I T N E S S E T H :

THAT WHEREAS, the North Carolina Zoological Park, Department of Environment and Natural Resources has authorized and approved the execution of this lease agreement for the purposes herein specified;

WHEREAS, the parties hereto have mutually agreed to the terms of this lease agreement as hereinafter set forth;

NOW, THEREFORE, in consideration of the promises, covenants, terms and conditions hereinafter set forth, Lessor does hereby let and lease unto Lessee and Lessee hereby takes and leases from Lessor certain land in Randolph County, North Carolina, more particularly described on Exhibit A, attached hereto and incorporated herein as if set forth *verbatim*.

The terms and conditions of this lease agreement are as follows:

1. The term of this lease shall be for a period of three (3) years from the execution (defined as the date this Agreement is signed by the Lessor). The Lessee shall have the option to renew this agreement for one additional three year (3) period by providing the Lessor no less than six (6) months written notice of the intent to renew prior to the expiration date of this Agreement. The terms and conditions of this Agreement during the renewal term shall remain the same.
2. (a) Lessee shall, at its sole expense and subject to the approval of Lessor, install certain mobile structures, including a modular unit containing classrooms, science lab, restrooms and offices for the purposes of providing a science focused high school program. Lessee shall use reasonable efforts to complete the installations in a timely fashion and with minimal disruption of Lessor's operations on the premises. The parties hereby recognize the modular unit and attachments are to be the property of the Lessee and are to be removed at the termination of this agreement.  
  
(b) Lessee reserves the right to enter agreements with independent contractors for performance of services related to installations; provided, however, any and all such contracts shall be subject to review and approval by Lessor and provided, further, that Lessee shall indemnify and save harmless Lessor, its agents, officers and employees from and against all liabilities, losses, costs, damages, claims or causes of action of any kind or

nature whatsoever, and expenses, including attorneys' fees, arising or claimed to have arisen out of any injuries or damages received or sustained by any person or persons or property, as a result of intentional acts or omissions of Lessee or its agents, officers, employees or contractors, or of negligence on the part of Lessee's agents, officers, employees or contractors in the execution, performance or enforcement of this agreement to the extent that such losses and expenses are not extinguished by insurance coverage or bonds.

Lessee agrees that any contractor or subcontractor making installations shall be licensed in the State of North Carolina and be responsible for all permits and approvals required by governmental authorities with jurisdiction over such installations. Lessee further agrees that it may not encumber any property of Lessor.

3. During the lease term, the Lessor shall, except as required by installation activities, keep the leased premises accessible from a public roadway. The Lessor reserves the right to enter and inspect the leased premises, at all times.
4. Lessee shall not assign this lease, nor sublet or part with possession of the whole or any part of the premises, without first obtaining written consent of Lessor.
5. The Lessee shall have the right during the existence of this lease, only with the Lessor's prior consent, to install mobile structures.
6. If the said premises be destroyed by fire or other casualty without fault of the Lessee, its agents, officers, employees or contractors, this lease shall immediately terminate with no further obligations due from either party. In case of partial destruction or damage by fire or other casualty without fault of the Lessee, its agents, officers, employees or contractors, either party may, at its option, terminate this lease with no further obligation due from either party.
7. Upon termination of this lease, the Lessee will remove all installations and repair any damage to asphalt paving or other infrastructure.
8. The Lessor agrees that the Lessee, upon keeping and performing the covenants and agreements herein contained, shall at all times during the existence of this lease peaceably and quietly have, hold, and enjoy the leased premises free from the adverse claims of any person, subject to Lessor's rights under the terms and conditions of this instrument and common law.
9. Any hold over after the expiration of the said term or any extension thereof shall be construed to be a tenancy at sufferance, and shall otherwise be on the terms and conditions herein specified, so far as applicable.
10. All notices herein provided to be given, or which may be given by either party to the other, shall be deemed to have been fully given when made in writing and delivered by personal service or deposited in the United States mail, certified and postage prepaid and addressed as

follows: To the Lessor at the North Carolina Zoological Park, 4401 Zoo Parkway, Asheboro, North Carolina 27205, and the Lessee at Asheboro City Schools, P.O. Box 1103, Asheboro, North Carolina 27204-1103. The address to which notices shall be mailed as aforesaid to either party may be changed by written notice.

11. No covenant or condition of this agreement can be waived except by written consent of the parties hereto. A waiver of any covenant or condition on one occasion shall not be deemed a waiver of said covenant or condition on any subsequent occasion unless such fact is specifically stated in the waiver. Forbearance or indulgence by Lessor in any regard whatsoever shall not constitute a waiver of any covenant or condition to be performed by Lessee, and until Lessee has completely performed all covenants and conditions of this agreement, Lessor shall be entitled to invoke any remedy available to Lessor under this agreement or any law or equity despite such forbearance or indulgence.
12. In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
13. This agreement shall inure to the benefit of the parties hereto, their successors and assigns.
14. Each party represents and warrants that its activities and those of any of its contractors or subcontractors on the premises shall at all times during the term of this lease be in compliance with all federal, state and local laws, ordinances, rules and regulations applicable to such activities.
15. It is agreed by both parties that there shall be no unlawful discrimination in execution, performance or enforcement of this contract on the basis of race, religion, sex, national origin, age, disability or veteran status.
16. This lease shall be governed by and construed under the laws of the State of North Carolina.
17. In the event that Lessee or Lessor shall be delayed, hindered in or prevented from the performance of any act required hereunder by reason of strikes, lock-outs, labor troubles, inability to procure materials, failure of power, governmental laws or regulations, riots, insurrection, the act, failure to act or default of the other party, war or other reason beyond their control, the nonperformance of such act shall be excused for a period not to exceed the delay, and the period for the performance of any such act shall be extended for a period not to exceed the period of such delay.
18. This agreement contains the entire contract between the parties, hereto regarding the subject matter hereof and each party acknowledges that neither has made (either directly or through

any agent or representative) any representations or agreements in connection with this contract not specifically set forth herein.

IN TESTIMONY WHEREOF, this lease has been executed by the parties hereto, in duplicate originals, as of the date first above written.

LESSOR: STATE OF NORTH CAROLINA,  
DEPARTMENT OF ENVIRONMENT AND  
NATURAL RESOURCES

NORTH CAROLINA ZOOLOGICAL PARK

By: \_\_\_\_\_

LESSEE: ASHEBORO CITY SCHOOLS  
BOARD OF EDUCATION

By: \_\_\_\_\_

**APPLICATION  
PUBLIC SCHOOL BUILDING CAPITAL FUND  
NORTH CAROLINA EDUCATION LOTTERY**

Approved: \_\_\_\_\_

Date: \_\_\_\_\_

County:	<u>Randolph</u>	Contact Person:	<u>Will Massie</u>
LEA:	<u>Asheboro City Schools</u>	Title:	<u>Finance Officer</u>
Address:	<u>PO Box 4728 Asheboro, NC 27203</u>	Phone:	<u>(336)318-6310</u>
Project Title:	<u>2009-10 Debt Service - Teachey Elementary School</u>		
Location:	<u>Asheboro, NC</u>		
Type of Facility:	<u>Elementary School</u>		

North Carolina General Statutes, Chapter 18C, provides that a portion of the proceeds of the North Carolina State Lottery Fund be transferred to the Public School Building Capital Fund in accordance with G.S. 115C-546.2. Further, G.S. 115C-546.2 (d) has been amended to include the following:

(3) No county shall have to provide matching funds

(4) A county may use monies in this Fund to pay for school construction projects in local school administrative units and to retire indebtedness incurred for school construction projects incurred on or after January 1, 2003.

(5) A county may not use monies in this Fund to pay for school technology needs.

As used in this section, "Public School Buildings" shall include only facilities for individual schools that are used for instructional and related purposes, and does not include central administration, maintenance, or other facilities. **Applications must be submitted no later than one year after the date of final payment to the Contractor or Vendor.**

Short description of Construction Project: Expansion and renovation of existing school (2006)

Estimated Costs:

Purchase of Land _____	\$ _____
Planning and Design Services _____	_____
New Construction _____	_____
Additions / Renovations _____	_____
Repair _____	_____
Debt Payment / Bond Payment _____	488186.89
<b>TOTAL _____</b>	<b>\$ 488186.89</b>

Estimated Project Beginning Date: 8/1/09 Est. Project Completion Date: 2/1/10

We, the undersigned, agree to submit a report of state monies expended for this project within 60 days following completion of the project, or 60 days after receiving state funding, whichever is later. The County Commissioners and the Board of Education do hereby jointly request approval of the above project, and request release of \$ 488186.89 from the Public School Building Capital Fund (Lottery Distribution). We certify that the project herein described is within the parameters of G.S. 115C-546.

(Signature - Chair, County Commissioners)	(Date)
(Signature - Chair, Board of Education)	(Date)

## Debt Service on School Construction

### 2006 COPS

Date	Principal	Interest	Total Debt Service	Asheboro City Schools debt %	School Debt Service
8/1/2006			-		
2/1/2007		757,246.65	757,246.65		
	-	757,246.65	757,246.65	<b>13.297%</b>	100,691.09
8/1/2007		902,678.13	902,678.13		
2/1/2008	2,060,000.00	902,678.13	2,962,678.13		
	2,060,000.00	1,805,356.26	3,865,356.26		513,976.42
8/1/2008		851,178.13	851,178.13		
2/1/2009	2,060,000.00	851,178.13	2,911,178.13		
	2,060,000.00	1,702,356.26	3,762,356.26		500,280.51
8/1/2009		805,703.13	805,703.13		
2/1/2010	2,060,000.00	805,703.13	2,865,703.13		
	2,060,000.00	1,611,406.26	3,671,406.26		488,186.89
8/1/2010		764,503.13	764,503.13		
2/1/2011	2,060,000.00	764,503.13	2,824,503.13		
	2,060,000.00	1,529,006.26	3,589,006.26		477,230.16
8/1/2011		723,303.13	723,303.13		
2/1/2012	2,060,000.00	723,303.13	2,783,303.13		
	2,060,000.00	1,446,606.26	3,506,606.26		466,273.43
8/1/2012		671,803.13	671,803.13		
2/1/2013	2,060,000.00	671,803.13	2,731,803.13		
	2,060,000.00	1,343,606.26	3,403,606.26		452,577.52
8/1/2013		630,603.13	630,603.13		
2/1/2014	2,060,000.00	630,603.13	2,690,603.13		
	2,060,000.00	1,261,206.26	3,321,206.26		441,620.80
8/1/2014		586,828.13	586,828.13		
2/1/2015	2,060,000.00	586,828.13	2,646,828.13		
	2,060,000.00	1,173,656.26	3,233,656.26		429,979.27
8/1/2015		544,503.13	544,503.13		
2/1/2016	2,060,000.00	544,503.13	2,604,503.13		
	2,060,000.00	1,089,006.26	3,149,006.26		418,723.36
8/1/2016		493,003.13	493,003.13		
2/1/2017	2,060,000.00	493,003.13	2,553,003.13		
	2,060,000.00	986,006.26	3,046,006.26		405,027.45
8/1/2017		451,803.13	451,803.13		
2/1/2018	2,060,000.00	451,803.13	2,511,803.13		
	2,060,000.00	903,606.26	2,963,606.26		394,070.72
8/1/2018		410,603.13	410,603.13		
2/1/2019	2,060,000.00	410,603.13	2,470,603.13		
	2,060,000.00	821,206.26	2,881,206.26		383,114.00
8/1/2019		368,115.63	368,115.63		
2/1/2020	2,060,000.00	368,115.63	2,428,115.63		
	2,060,000.00	736,231.26	2,796,231.26		371,814.87

# Debt Service on School Construction

## 2006 COPS

Date	Principal	Interest	Total Debt Service	Asheboro City Schools debt %	School Debt Service
8/1/2020		316,615.63	316,615.63		
2/1/2021	2,060,000.00	316,615.63	2,376,615.63		
	<u>2,060,000.00</u>	<u>633,231.26</u>	<u>2,693,231.26</u>		358,118.96
8/1/2021		265,115.63	265,115.63		
2/1/2022	2,060,000.00	265,115.63	2,325,115.63		
	<u>2,060,000.00</u>	<u>530,231.26</u>	<u>2,590,231.26</u>		344,423.05
8/1/2022		221,340.63	221,340.63		
2/1/2023	2,060,000.00	221,340.63	2,281,340.63		
	<u>2,060,000.00</u>	<u>442,681.26</u>	<u>2,502,681.26</u>		332,781.53
8/1/2023		177,565.63	177,565.63		
2/1/2024	2,060,000.00	177,565.63	2,237,565.63		
	<u>2,060,000.00</u>	<u>355,131.26</u>	<u>2,415,131.26</u>		321,140.00
8/1/2024		133,790.63	133,790.63		
2/1/2025	2,060,000.00	133,790.63	2,193,790.63		
	<u>2,060,000.00</u>	<u>267,581.26</u>	<u>2,327,581.26</u>		309,498.48
8/1/2025		90,015.63	90,015.63		
2/1/2026	2,060,000.00	90,015.63	2,150,015.63		
	<u>2,060,000.00</u>	<u>180,031.26</u>	<u>2,240,031.26</u>		297,856.96
8/1/2026		44,953.13	44,953.13		
2/1/2027	2,055,000.00	44,953.13	2,099,953.13		
	<u>2,055,000.00</u>	<u>89,906.26</u>	<u>2,144,906.26</u>		285,208.19
		-	-		
	<u>41,195,000.00</u>	<u>19,665,296.85</u>	<u>60,860,296.85</u>		<u>8,092,593.67</u>

**APPLICATION  
PUBLIC SCHOOL BUILDING CAPITAL FUND  
ADM (Corporate Tax) Fund**

Approved: \_\_\_\_\_  
Date: \_\_\_\_\_

County: Randolph Contact Person: Will Massie  
Address: 725 McDowell Road Title: Finance Officer  
School Admin. Unit: Asheboro City Schools Phone: (336) 318-6310  
Project Title: 2009-10 Debt Service - Asheboro High School Expansion  
Location: Asheboro, NC  
Type of Facility: High School

G.S. 115C-546.2(b) "Counties shall use monies in the Fund for capital outlay projects including the planning, construction, reconstruction, enlargement, improvement, repair, or renovation of public school buildings and for the purchase of land for public school buildings; for equipment to implement a local school technology plan that is approved pursuant to G.S. 115C-102.6C; or for both. Monies used to implement a local school technology plan shall be transferred to the State School Technology Fund and allocated by that Fund to the local school administrative unit for equipment. As used in this section, 'public school buildings' only includes facilities for individual schools that are used for instructional and related purposes and does not include centralized administration, maintenance, or other facilities. **Applications must be submitted no later than one year after the final payment to the Contractor or Vendor.**

Short Description of Construction Project: Purchase and renovation of former motel property for use by Asheboro High School (2003)

Estimated Costs:	State	Local	Total
Purchase of Land	\$ _____	\$ _____	\$ 0.00
Planning	\$ _____	\$ _____	\$ 0.00
Construction	\$ _____	\$ _____	\$ 0.00
Renovation	\$ _____	\$ _____	\$ 0.00
Enlargement	\$ _____	\$ _____	\$ 0.00
Repair	\$ _____	\$ _____	\$ 0.00
School Technology	\$ _____	\$ N/A	\$ 0
Debt Service/Bond Payment	\$ 179,301.57	\$ 59,767.19	\$ 239,068.76
Total	\$ 179,301.57	\$ 59,767.19	\$ 239,068.76

Bid Dates/Vendors: \_\_\_\_\_  
Contracts signed/Dates: \_\_\_\_\_  
Estimated date of beginning of construction: \_\_\_\_\_  
Estimated date of completion: Final debt service pmt on 6/1/10

Match: The matching funds of one dollar of local funds for every three dollars of state funds are from (source): Local Option Sales Tax  
\$ 59,767.19 of the matching funds have been expended for/date/description: \_\_\_\_\_  
2009-10 debt service payments on 12/1/09 and 6/1/10

Reporting requirements: We, the undersigned, agree to submit a report of state/local amounts expended for this project within 60 days after completion of the project, or 60 days after receiving state funding, whichever is later.  
The County Commissioners and the Board of Education do hereby jointly request approval of the above project and request release of \$ 179,301.57 from the Public School Building Capital Fund. We certify that the project herein described is within the parameters of 115C-546.2(b) and that all of the required local funding is available and designated as match for this project.

\_\_\_\_\_  
(Signature - Chair, County Commissioners) (Date)

\_\_\_\_\_  
(Signature - Chair, Board of Education) (Date)

## Debt Service on School Construction - ADM Projects

Debt Service - Asheboro High School				75%	25%
Date	Principal	Interest	Total Debt Service	ADM share	Local share
11/15/2004		46,884.38	46,884.38		
5/15/2005	145,000.00	46,884.38	191,884.38		
	145,000.00	93,768.76	238,768.76	179,076.57	59,692.19
11/15/2005		45,434.38	45,434.38		
5/15/2006	150,000.00	45,434.38	195,434.38		
	150,000.00	90,868.76	240,868.76	180,651.57	60,217.19
11/15/2006		43,934.38	43,934.38		
5/15/2007	150,000.00	43,934.38	193,934.38		
	150,000.00	87,868.76	237,868.76	178,401.57	59,467.19
11/15/2007		40,934.38	40,934.38		
5/15/2008	155,000.00	40,934.38	195,934.38		
	155,000.00	81,868.76	236,868.76	177,651.57	59,217.19
11/15/2008		37,834.38	37,834.38		
5/15/2009	165,000.00	37,834.38	202,834.38		
	165,000.00	75,668.76	240,668.76	180,501.57	60,167.19
11/15/2009		34,534.38	34,534.38		
5/15/2010	170,000.00	34,534.38	204,534.38		
	170,000.00	69,068.76	239,068.76	179,301.57	59,767.19
11/15/2010		31,984.38	31,984.38		
5/15/2011	175,000.00	31,984.38	206,984.38		
	175,000.00	63,968.76	238,968.76	179,226.57	59,742.19
11/15/2011		29,250.00	29,250.00		
5/15/2012	180,000.00	29,250.00	209,250.00		
	180,000.00	58,500.00	238,500.00	178,875.00	59,625.00
11/15/2012		26,212.50	26,212.50		
5/15/2013	185,000.00	26,212.50	211,212.50		
	185,000.00	52,425.00	237,425.00	178,068.75	59,356.25
11/15/2013		22,975.00	22,975.00		
5/15/2014	195,000.00	22,975.00	217,975.00		
	195,000.00	45,950.00	240,950.00	180,712.50	60,237.50
11/15/2014		18,100.00	18,100.00		
5/15/2015	200,000.00	18,100.00	218,100.00		
	200,000.00	36,200.00	236,200.00	177,150.00	59,050.00
11/15/2015		13,100.00	13,100.00		
5/15/2016	210,000.00	13,100.00	223,100.00		
	210,000.00	26,200.00	236,200.00	177,150.00	59,050.00
11/15/2016		8,900.00	8,900.00		
5/15/2017	220,000.00	8,900.00	228,900.00		
	220,000.00	17,800.00	237,800.00	178,350.00	59,450.00
11/15/2017		4,500.00	4,500.00		
5/15/2018	225,000.00	4,500.00	229,500.00		
	225,000.00	9,000.00	234,000.00	175,500.00	58,500.00
	2,525,000.00	809,156.32	3,334,156.32	2,500,617.24	833,539.08



# Continuous Improvement Performance Plan (CIPP)

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## Asheboro City Schools 2008-2009 Data Story

Pam Johnson, Exceptional Education Director  
Ken Hill, Program Specialist



# Indicator 1 Graduation

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Percent of youth with IEPs graduating from high school with a regular diploma.

*State Target: 80%*

*State Average: 56.3%*

Asheboro 46.8%	05-06
Asheboro 46.4%	06-07

Asheboro 57.1%	07-08
Asheboro 55.6%	08-09

# Indicator 2

## Drop Out

Percent of youth with IEPs dropping out of high school.

*State Target: 5.5% for 2008-09*

*State Average: 8.0% for 2007-08*

**ACS – 5.18% All Students 2006-2007**

**ACS- 5.38% All students 2007-2008**

**ACS- 5.37% All Students 2008-2009**

10.0% 2005-2006

8.73% 2006-2007

7.2 % 2007-2008

# Indicator 3

## Assessment



---

Participation and performance of children with disabilities on statewide assessment.

*State Target: 35% of LEAs meeting Adequate Yearly Progress*

Indicator NOT Met

Asheboro City Schools did not meet AYP

50 of 52 Targets met = 96.2% 2008-2009

# Indicator 3

## Assessment Participation/Reading

**State Target**

Grade	08-09
3	95
4	95
5	95
6	95
7	95
8	95
10	95

**Asheboro 05-06  
06-07 & 07-08**

Grade	
3	100
4	100
5	100
6	100
7	100
8	100
10	100

**Asheboro 08-09  
Indicator Met**

Grade	08-09
3	100
4	100
5	100
6	100
7	100
8	100
10	100

# Indicator 3

## Assessment Participation/Math

### State Target

Grade	08-09
3	95
4	95
5	95
6	95
7	95
8	95
10	95

### Asheboro 05-06, 06-07 & 07-08

Grade	
3	100
4	100
5	100
6	100
7	100
8	100
10	100

### Asheboro 08-09 Indicator Met

Grade	
3	100
4	100
5	100
6	100
7	100
8	100
10	96.7

# Indicator 3

## Assessment Performance/Reading

**Asheboro 05-06**

Grade	05-06
3	44.44
4	41.18
5	59.09
6	34.21
7	46.48
8	58.7
10	**

**Asheboro 06-07**

Grade	06-07
3	50.0
4	47.2
5	40.0
6	55.3
7	33.3
8	52.9
10	**

# Indicator 3

## Assessment Performance/Reading

**State Target**

Grade	08-09	State Average
3	66.0	38.8
4	63.9	39.6
5	72.3	39.3
6	58.4	38.8
7	63.8	35.3
8	68.4	35.4
10	23.0	25.5

**Asheboro 07-08 data  
New Baseline**

Grade	07-08
3	20.0
4	23.6
5	11.8
6	5.0
7	11.4
8	8.6
10	23.3

**Asheboro 08-09 data**

Grade	08-09
3	13.6
4	27.1
5	30.2
6	26.9
7	10.3
8	17.6
10	22.2

# Indicator 3

## Assessment Performance/**Math**

**State Target**

Grade	08-09	State Average
3	61.3	59.3
4	70.3	57.1
5	62.9	54.8
6	58.9	52.7
7	49.3	51.3
8	48.3	53.3
10	55.6	42.5

**Asheboro 05-06**

Grade	05-06
3	30.56
4	17.65
5	20.45
6	28.95
7	24.24
8	23.91
10	**

**Asheboro 06-07**

Grade	06-07
3	52.1
4	16.7
5	22.9
6	21.1
7	25.0
8	20.6
10	33.3

# Indicator 3

## Assessment Performance/**Math**

**State Target**

Grade	08-09	State Average
3	61.3	59.3
4	70.3	57.1
5	62.9	54.8
6	58.9	52.7
7	49.3	51.3
8	48.3	53.3
10	55.6	42.5

**Asheboro 07-08**

Grade	07-08
3	34.9
4	35.1
5	31.4
6	24.4
7	21.6
8	22.9
10	24.1

**Asheboro 08-09**

Grade	08-09
3	45.5
4	43.8
5	52.8
6	38.5
7	17.2
8	29.4
10	20

# Indicator 4

## Suspension/Expulsion

---

Rates of suspension and expulsion of students with disabilities.

*State Target: 8% of LEAs*

Indicator Met

Asheboro data indicates 0% of Students with Disabilities suspended for more than 10 days for one incident.

# Indicator 5

## Least Restrictive Environment

---

Percent of children with IEPs aged 6 through 21 served in regular, separate, or public, private, home or hospital settings.

# Indicator 5

## Least Restrictive Environment

### State Target

Grade	08-09
Regular	63.6
Separate	16.1
Public/ Private/ Home/ Hospital	2.1

### Asheboro 05-06

Grade	05-06
Regular	66.96
Separate	10.35
Public/ Private/ Home/ Hospital	0.00

### Asheboro 06-07

Grade	06-07
Regular	70.72
Separate	11.94
Public/ Private/ Home/ Hospital	.45

# Indicator 5

## Least Restrictive Environment

### State Target

Grade	08-09
Regular	63.6
Separate	16.1
Public/ Private/ Home/ Hospital	2.1

### Asheboro 07-08

Grade	07-08
Regular	73.30
Separate	8.70
Public/ Private/ Home/ Hospital	1.60

### Asheboro 08-09

Grade	08-09
Regular	71.60
Separate	9.90
Public/ Private/ Home/ Hospital	.89

# Indicator 6

## Preschool LRE

---

Percent of preschool children with IEPs who received special education and related services in settings with typically developing peers.

2004-2005 DATA: 92% of 3 - 5 year olds receive special education with their non-disabled peers.

2005-2006 DATA: 96% of 3 -5 year olds receive special education with their non-disabled peers.

2007-2008 DATA: 87% of 3-5 year olds receive special education with their non-disabled peers.

2008-2009 DATA: 83% of 3-5 year olds receive special education with their non-disabled peers.



# Indicator 7

## Preschool Outcomes

---

Percent of preschool children with IEPs who demonstrate improvement in positive social-emotional skills, acquisition and use of knowledge and skills, and use of appropriate behaviors to meet their needs.

Progress data reported in 2010 will be considered baseline data. Targets will be set for 2010 & 2011.

Asheboro City Schools has reported data to help NC establish baseline. **All preschoolers have demonstrated improvements** in social-emotional skills, acquisition and use of knowledge and skills, and appropriate behaviors to meet their needs.

# Indicator 7

## Preschool Outcomes

Outcomes -	Social Emotional	Percentage
Children who did not improve functioning	0	0
Children who improved functioning but not sufficient to move nearer to functioning comparable to same age peers	1	5
Children who improved functioning to a level nearer to same age peers but did not reach it.	8	42
Children who improved functioning to reach a level comparable to same age peers.	9	47
Children who maintained functioning at a level comparable to same age peers.	1	5
Total	19 students	100% included

# Indicator 7

## Preschool Outcomes

Outcomes -	Knowledge and Skills	Percentage
Children who did not improve functioning	0	0
Children who improved functioning but not sufficient to move nearer to functioning comparable to same age peers	1	5
Children who improved functioning to a level nearer to same age peers but did not reach it.	8	42
Children who improved functioning to reach a level comparable to same age peers.	7	37
Children who maintained functioning at a level comparable to same age peers.	3	16
Total	19 students	100% included

# Indicator 7

## Preschool Outcomes

Outcomes -	Behaviors	Percentage
Children who did not improve functioning	0	0
Children who improved functioning but not sufficient to move nearer to functioning comparable to same age peers	1	5
Children who improved functioning to a level nearer to same age peers but did not reach it.	5	26
Children who improved functioning to reach a level comparable to same age peers.	10	53
Children who maintained functioning at a level comparable to same age peers.	3	16
Total	19 students	100% included

# Indicator 8

## Parent Involvement

---

Percent of parents with a school age child receiving special education services who report that schools facilitated parent involvement as a means of improving service and results for children with disabilities.

*State Target for 2008-2009 is 40%*

*39% reported schools facilitated parent involvement as a means for improving services and results for children with disabilities.*

State collected no data from Asheboro parents. Asheboro will be sampled in 2010-2011.

ACS EC perception data for 2008-2009 indicates **99.35%** of parents feel the IEP team focused on their child's educational needs and considered parental recommendations.

# Indicator 9

## Disproportionality Spec Ed

---

Percent of districts with disproportionate representation of racial and ethnic groups in special education and related services that is the result of inappropriate identification.

*State Target 0%*

*State data indicated no LEA has significant disproportionate representation across all disability categories combined.*

# Indicator 10

## Disproportionality by Category

Percent of districts with disproportionate representation of racial and ethnic groups in **specific disability categories** that is the **result of inappropriate identification**.

*State target: 0% - Indicator Met*

*Significant >3*

*2005-2006 ACS Risk Ratio - 5.35%*

*2006-2007 ACS Risk Ratio - 4.5%*

*2007-2008 ACS Risk Ratio - 6.79%*

*2008-2009 ACS Risk Ratio - < 3%*

*33 LEAs had a Risk Ratio greater than 3.0 in 2008-2009.*

# Indicator 11

## 90 Day Timeline

Percent of children referred for whom a referral was received and placement determined within 90 days.

*State Target: 100%*

*State Average: 90.7%*

Asheboro	97.0%	05-06
----------	-------	-------

Asheboro	98.4%	06-07
----------	-------	-------

Asheboro	97.7%	07-08
----------	-------	-------

Asheboro	99.2%	08-09
----------	-------	-------

# Indicator 12

## Part C to Part B

Percent of children referred by Part C prior to age 3 and who are found eligible for Part B who receive special education and related services by their third birthday.

*State Target: 100%*

*State Average: 92.8%*

Asheboro	63.64%	05-06
Asheboro	91.67%	06-07

Asheboro	100%	07-08
Asheboro	100%	08-09

# Indicator 13

## IEPs and Postsecondary Goals

---

Percent of youth aged 16 and above with an IEP that includes coordinated, measurable annual IEP goals and transition services that will reasonably enable the child to meet the postsecondary goals.

# Indicator 13

## IEPs and Postsecondary Goals

State Target: 100%

Asheboro 0% 05-06 data  
All or none on a 6 item checklist that  
was new to all LEAs.  
(1 item of 6 was not implemented in  
2005-2006)

Asheboro 100% 06-07  
Asheboro 100% 07-08  
Asheboro 100% 08-09

# Indicator 14

## Post-School Outcomes

---

Percent of youth who had IEP's, are no longer in secondary school and who have been competitively employed, enrolled in some type of post-secondary school, or both, within one year of leaving high school.

*State Baseline Data: 75%*

*Asheboro City Schools was not sampled for this school year. Asheboro will be sampled in 2010-2011.*

Based on self-reporting of phone calls to graduates: 56.25% of the students with disabilities who graduated from Asheboro City Schools were either in school or employed.

# Indicator 15

## General Supervision Part 1

---

Percent of noncompliance identified in the 2008-2009 school year corrected within one year.

*State Target: 100%*

*State Average: 89.05%*

**Asheboro 100% - 06-07 & 07-08 & 08-09 data**

Checklist with 11 areas of IDEA compliance

**Indicator Met**

# Indicator 15

## General Supervision Part 2

---

Percent of compliance rate of  
Internal Record Review

*State Target: 100%*

Asheboro	100%	06-07
Asheboro	100%	07-08
Asheboro	100%	08-09

Indicator Met



# LEA Determination: Using 2007-2008 Data

---

IDEA 2004 requires NC DPI to make determinations on the performance of LEAs with regard to the provisions of special education and related services.

Determinations: Meets requirements (4pt), needs assistance (3pt), needs interventions (2pt) and needs substantial intervention (1pt).

# LEA Determination:

## Using 2007-2008 Data

---

Data from Indicators 9,10,11,12,13,15, and 20 (timely, valid, and reliable 6B grant submission) and audit findings.

ACS received 4 pts - **meets requirements** on all indicators.

Overall Determination 4 pts = 57 LEA's Recognized  
Asheboro City met requirements for **2007-2008**.

Districts will receive Determination Letter for 2008-2009 in June 2010.



# LEA Determination: Using 2007-2008 Data

---

Noncompliance for two years, and the LEA needs assistance in implementing the requirements of IDEA, 1 or more of the following actions:

- allocate additional time and resources
- special conditions imposed on funding
- funds directed to noncompliance areas
- LEA track use of funds to show how addressing noncompliance.



# Examples of Strategies to Address Indicators

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- District initiatives:** Response to Instruction, Student Success Teams, Positive Behavior Support, Balanced Literacy, Mathematics, Co-Teaching, Small Learning Communities, collaboration among regular education and support programs, Reading and Math Foundations
- Exceptional Education Focus:** State Improvement Project participation - Reading / Writing / Math / Positive Behavior Support, Action Plans
- Student Led Individual Education Program meetings**
- Parent Perception Data after IEP meetings**
- Graduates (SWD) contacted one year after graduation**
- Small caseloads for Exceptional Education Staff:** Relationships with students and families
- Program Facilitators** to support staff, students, and families
- Transition Planning** beginning in elementary schools with focus at age 14
- Transition Fair** for students and families with community agencies
- Strong Preschool Program** and collaboration with child care centers
- Strong Collaboration with Community Agencies:** Vocational Rehabilitation, Mental Health, Partnership for Children, and Local Businesses
- Collaboration with National Dropout Prevention and National Secondary Transition Centers**

# Focused Indicators

## Indicator 2 = Drop Outs

---

Activities to reduce the percent of youth with IEPs dropping out of high school.

The LEA has developed three small learning communities since 2005. One focuses on the ninth graders, Blue Comet Academy, and the other is a collaborative with the North Carolina Zoo called the Asheboro High Zoo School which has a focus on math / science for students in grades ten through twelve. 2008 -2009 developed the Nova Academy for drop outs.

The LEA in will increase referrals to VR and each high school EC teacher will meet with VR counselor to discuss the referral process and services available through VR.

The LEA has been awarded an IMPACT grant which will provide more technology such as SMART boards in classrooms.



# Focused Indicators

## Indicator 2

---

The LEA has implemented both AVID and Gear Up programs to provide drop out prevention strategies to at-risk middle and high school students.

The LEA sponsors a post-school services fair for students with disabilities, parents and teachers to facilitate parent involvement, and the community as a means of improving services and results for students with disabilities.

Collaboration between regular education and support staff (EC, ESL, AIG, Reading Facilitators) in wall assessments to progress monitor student learning.

LEA will enhance collaboration with Career Technical Education to analyze how students with disabilities are performing in CTE courses.

# Focused Indicator 3

## Reading /Math Proficiency

---

Collaboration between regular education and support staff (EC, ESL, AIG, Reading Facilitators) in wall assessments to progress monitor student learning. School psychologists work with school Student Success Team to improve both the quality and integrity of research-based interventions implemented by the classroom teacher. This process aligns with Response to Instruction and Problem Solving Models.

LEA will continue to participate in the NC State Improvement Project II Mathematics Project. LEA has two trainers in Math Foundations and will offer Math Foundations staff development.

LEA will continue to participate in the NC State Improvement Project II in Reading/ Writing. LEA has two trainers in Reading Foundations and will offer Reading Foundations staff development to all Asheboro City Schools' teachers.

# Focused Indicator: 10

## Disproportionality

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School psychologists work with school Student Success Team to improve both the quality and integrity of research-based interventions implemented by the classroom teacher. This process aligns with Response to Instruction and Problem Solving Models.

School psychologists work with school Student Success Team to improve both the quality and integrity of research-based interventions implemented by the classroom teacher. This process aligns with Response to Instruction and Problem Solving Models.

LEA will continue to participate in the NC State Improvement Project II Mathematics Project. LEA has two trainers in Math Foundations and will offer Math Foundations staff development.

LEA will continue to participate in the NC State Improvement Project II in Reading/ Writing. LEA has two trainers in Reading Foundations and will offer Reading Foundations staff development to all Asheboro City Schools' teachers.



# Questions?

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## Policy 7520: Family and Medical Leave

**As recommended to the Board Policy Committee, March 11, 2010**

Asheboro City Schools Policy 7520 will be replaced with the North Carolina Schools Boards Association's version in order to comply with federal updates. This policy ensures that all eligible employees are provided with leave based on the federal Family and Medical Leave Act of 1993 (FMLA) along with all other applicable state laws and Board of Education policies. It also clarifies the structure of leave including notice and verification requirements.

# Will Replace ACS 7520

All eligible employees will be provided with leave as required by the federal Family and Medical Leave Act of 1993 (FMLA) and applicable state laws and State Board of Education policies. The FMLA allows eligible employees to take job-protected, unpaid leave, or to substitute appropriate paid leave if the employee has earned or accrued it, for up to a total of 12 workweeks (26 weeks in certain cases) in any 12-month period for certain qualifying conditions or events. The employee may continue to participate in the school system's group insurance plan while on FMLA leave.

This policy is intended for guidance only and is not intended to alter or expand the school system's responsibilities beyond the requirements of law. If any provision of this policy is inconsistent with federal law or regulation, the federal rule must take precedence. The superintendent is authorized to develop additional regulations for FMLA leave consistent with the requirements of the law and this policy.

The board strictly prohibits interfering with, restraining or denying the ability of any employee to exercise any right provided by the FMLA. The board also strictly prohibits any type of discrimination against or discharge of an employee who has filed a complaint in regard to the FMLA. A copy of this policy will be provided to each employee upon hiring.

## **A. DEFINITIONS**

### **1. Serious Health Condition**

A serious health condition is an illness, injury, impairment or physical or mental condition that involves either an overnight stay in a medical care facility or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job or prevents the qualified family member from participating in school or other daily activities.

### **2. Continuing Treatment**

Subject to certain conditions, the continuing treatment requirement in the above definition of "serious health condition" may be met by a period of incapacity of more than three consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment or incapacity due to pregnancy or a chronic condition. Other conditions may meet the definition of continuing treatment.

### **3. Other Terms**

Unless otherwise noted, all terms in this policy must be defined in accordance with 29 C.F.R. pt. 835.

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**B. ELIGIBILITY**

Employees are eligible for unpaid FMLA leave if they have:

1. been employed by the school system for at least 12 months (but not necessarily consecutively); and
2. worked at least 1,250 hours during the previous 12 months.

**C. QUALIFYING CONDITIONS**

Except in cases of leave to care for a covered servicemember with a serious illness or injury, an eligible employee is entitled to a total of 12 workweeks of FMLA leave during any 12-month period for any one or more of the following reasons:

1. the birth and first-year care of the employee's child;
2. adoption or foster placement of a child with the employee;
3. a serious health condition of the employee or the employee's spouse, child or parent;
4. a qualifying exigency (see Section F) arising out of the fact that the spouse or a son, daughter or parent of the employee is on a federal call to active duty (or has been notified of an impending federal call or order to active duty) in the National Guard or Reserves (not in the regular Armed Forces) in support of a contingency operation; or
5. to care for a covered family member who has incurred a serious injury or illness in the line of duty while on active duty in the Armed Forces, provided that such injury or illness renders the family member medically unfit to perform his or her office, grade, rank or rating. Leave under this provision may be taken by an employee who is a spouse, son, daughter, parent or next of kin of the servicemember for up to 26 weeks.

**D. DETERMINING THE 12-MONTH LEAVE PERIOD**

The 12-month period during which an employee is eligible for FMLA leave will be from July 1 to June 30. Exception: The period for leave to care for a covered servicemember with a serious injury or illness begins on the first day the employee takes leave for this reason and ends 12 months later.

**E. ENTITLEMENT TO LEAVE**

Eligible employees may take leave as follows.

1. **Medical leave for serious health conditions:** A combined total of 12 workweeks during a 12-month period. The leave may be taken intermittently or on a reduced leave schedule as is medically necessary.
2. **Family leave for pregnancy, birth of a child or placement of a child for foster care or adoption:** A combined total of 12 consecutive workweeks during a 12-month period. Eligibility for FMLA leave expires 12 months from the birth, foster care placement or adoption of the child. Leave must be used in a single block of time unless the board agrees to another arrangement.
3. **Military service exigency:** A combined total of 12 workweeks during a 12-month period. The leave may be taken intermittently or on a reduced leave schedule.
4. **Leave to care for injured servicemember:** A combined total of no more than 26 workweeks during a single 12-month period. The leave may be taken intermittently or on a reduced leave schedule. If combined with other types of FMLA leave, the total leave taken in a single 12-month period still may not exceed 26 weeks.
5. **Spouses employed by the school system:** Spouses who are both employed by the school system and eligible for FMLA leave are limited in the amount of family leave they may take for the birth and care of a newborn child, for the placement of a child for adoption or foster care or to care for a parent who has a serious health condition to a combined total of 12 weeks (or 26 weeks if leave to care for a covered servicemember with a serious injury or illness is also used).

**F. QUALIFIED MILITARY SERVICE EXIGENCIES**

A military service exigency that qualifies for FMLA leave must be defined in accordance with federal regulations. Qualified exigencies may include:

1. short notice deployment;
2. military events and related activities;
3. school and childcare activities;
4. financial and legal arrangements;
5. counseling;
6. rest and recuperation leave;
7. post-deployment activities; and

8. additional activities agreed upon by the board and employee.

#### **G. INTERMITTENT OR REDUCED WORK SCHEDULE**

1. FMLA leave may be taken on an intermittent or reduced leave schedule as required for the health of the employee or family member, due to a qualifying exigency, or as otherwise approved by the superintendent. The employee must make a reasonable effort to schedule treatment so as not to disrupt unduly the operations of the school. Whenever possible, employees should discuss scheduling with their immediate supervisor prior to scheduling any medical treatment in order to accommodate the work schedule.
2. An employee requesting intermittent or reduced leave time for medical treatment of a serious health condition may be required to give the reasons for the intermittent or reduced leave schedule and the schedule for treatment.
3. To better accommodate an employee's need for intermittent or reduced leave for a serious health condition, the school system may require an employee to take an alternative position during the period of leave. The alternative position must have equal pay and benefits, but it does not have to have equivalent duties.
4. Intermittent leave may be taken in increments of one hour.
5. Instructional personnel are subject to special rules for taking intermittent or reduced leave. (See section H.)

#### **H. INSTRUCTIONAL PERSONNEL**

The following special rules apply to instructional personnel. For purposes of this policy, instructional personnel are considered to be teachers, athletic coaches, driving instructors, special education assistants and any other employee whose principal function is to teach and instruct students.

1. Use of Intermittent or Reduced Schedule Leave
  - a. Instructional employees may use intermittent or reduced schedule leave only when the employee and the school system have reached an agreement on how the leave will be used.
  - b. If an instructional employee requests intermittent or reduced schedule leave for more than 20 percent of the working days of the duration of a leave due to medical treatment, the school system may require the employee to take continuous leave for up to the entire duration of the scheduled leave or to transfer to an alternative position with equivalent pay and benefits for the period of leave.

- c. Instructional employees taking intermittent or reduced schedule leave that constitutes 20 percent or less of the working days during the leave period are not subject to transfer to an alternative position.
2. Extension of FMLA Leave at School System Discretion

Instructional personnel may be required to continue leave through the end of the school semester if any of the following conditions exist:

- a. the leave will begin more than five weeks before the end of the term; the leave will last at least three weeks; and the employee would return to work in the last three weeks of the academic term;
- b. the leave is for a purpose other than the employee's own serious health condition or for a military exigency; the leave will begin in the last five weeks of the term; the leave will last more than two weeks; and the employee would return to work during the last two weeks of the academic term; or
- c. the leave is for a purpose other than the employee's own serious health condition or for a military exigency; the leave will begin in the last three weeks of the term; and the leave will last at least five days.

If instructional personnel are required to take leave until the end of the academic term, only the period of leave until the employee is ready and able to return to work will be charged against the employee's FMLA entitlement.

## **I. EMPLOYEE'S RESPONSIBILITY WHEN REQUESTING LEAVE**

1. Employee's Responsibilities When Leave is Foreseeable
  - a. To ensure that employees receive proper notification of their rights and responsibilities and that leave is properly designated, all employees requesting any type of leave must make the request to the assistant superintendent of human resources or designee.
  - b. Employees must provide 30 days' advance notice of the need to take FMLA leave when the need is foreseeable. If this amount of notice is not possible, the notice must be given as soon as practicable, taking into account all of the facts and circumstances.
  - c. Employees must provide sufficient information for the school system reasonably to determine whether the FMLA may apply to the leave request and the anticipated timing and duration of the leave. This information would include, for example, notice that the employee is unable to perform job functions, notice that the family member is unable

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to perform daily activities, notice of the need for hospitalization or continuing treatment by a health care provider or notice of circumstances supporting the need for military family leave.

- d. If the employee does not provide 30 days' notice and there is no reasonable justification for the delay, the school system may delay the FMLA leave until at least 30 days after the employee provides notice of the need for FMLA leave.
  - e. If an instructional employee fails to give required notice for foreseeable leave for an intermittent or reduced leave schedule, the employee may be required to take leave continuously for the duration of the treatment or be temporarily transferred to an alternative position for which the employee is qualified and that has the same benefits. (See section H.)
2. Employee's Responsibilities When Leave is Not Foreseeable
- a. When leave is not foreseeable, employees must comply with the usual school system procedures for notifying their supervisors of the absence and requesting leave, including any applicable requirements established in policy 7510, Leave of Absence. If the employee fails to do so, the leave may be delayed or denied.
  - b. When giving notice of absence, the employee must inform the supervisor if the requested leave is for a reason for which FMLA leave was previously taken or certified.
  - c. Employees also must notify the assistant superintendent of human resources or designee of the need for FMLA leave as soon as practicable.
  - d. All employee responsibilities in the FMLA for notice, medical certification, fitness for duty certification and notice of intent to return to work apply as specified in this policy and policy 7510.

## **J. SCHOOL SYSTEM'S DESIGNATION AND NOTICE TO EMPLOYEE**

- 1. Whether or not the employee specifically asks for FMLA leave, it is the responsibility of the assistant superintendent of human resources or designee to ask any questions necessary of the employee in order to make a determination of whether the leave is FMLA-eligible, unless the employee has already requested and received FMLA leave or certification for the same condition or event. The assistant superintendent may require notice of the need and the reason for leave.
- 2. The assistant superintendent for human resources or designee shall provide all legally-required notices to the employee within five days of receiving this information or otherwise learning that an employee's leave may be for an FMLA-

qualifying reason, unless there is a justifiable delay, such as a delay for documentation.

The required notices must indicate whether the employee is eligible under the FMLA. If the employee is eligible, the notice must specify any additional information required from the employee as well as the employee's rights and responsibilities under the FMLA. If the employee is not eligible, the notice must provide a reason for the ineligibility. The required notices also must include whether the leave will be designated as FMLA-protected and, if so, the amount of leave counted against the employee's leave entitlement.

3. Leave may be designated as both FMLA-eligible and as leave under the school system's paid leave policy if paid leave has been substituted. Such leave would be counted towards the 12-week FMLA entitlement. In addition, the assistant superintendent of human resources may designate an absence (taken as paid or unpaid leave) that meets the criteria for an FMLA-qualifying absence as part of the employee's total FMLA entitlement, whether or not the employee has requested FMLA leave. (See section M.)
4. Leave that has been taken for an FMLA-qualifying reason may be retroactively designated as FMLA leave, with appropriate notice to the employee, provided that doing so does not cause harm or injury to the employee.

#### **K. CERTIFICATION**

The school system reserves the right to require employees to provide certification of any FMLA-qualifying event or condition of the employee or the employee's spouse, child, parent or next of kin, including certification for military exigency leave. Any medical certification information requested will be no more than that allowed by the FMLA and the Americans With Disabilities Act. The assistant superintendent may request a second or third verification at the school system's expense if there is reason to doubt the validity of a medical certification. Periodic recertification to support the leave may be required, as permitted by law.

#### **L. RETURN TO WORK**

The school system may require an employee to periodically report on his or her status and intent to return to work. Any employee who is taking leave through the end of an academic semester will be required to report on his or her intent to return to work no later than four weeks before the end of the academic semester. In addition, the employee may be required to report on his or her intent to return to work on a regular basis while on FMLA leave.

Before returning to work from FMLA leave taken for the employee's own serious health condition, the employee will be required to present a "fitness-for-duty" certificate that states that the employee is able to return to work. This requirement does not apply to an

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employee taking intermittent leave unless the employee's condition presents a reasonable safety concern.

**M. SUBSTITUTION OF PAID LEAVE**

1. The school system will substitute appropriate paid leave, including sick leave, personal leave and vacation time for unpaid, FMLA leave to the extent allowed by law and policy, giving proper notice to the employee that the leave is designated FMLA. If an employee's accrued paid leave is exhausted but an FMLA-qualifying reason for absence continues, the resulting absences will be protected FMLA leave until all allowable FMLA leave has been used, but such absences will be unpaid.
2. When an employee has an absence (taken as paid or unpaid leave) that meets the criteria for an FMLA-qualified absence, the absence may, with proper notice to the employee, be designated part of the employee's total annual FMLA entitlement. If the absence continues for more than 10 days, all employee responsibilities in the FMLA to provide notice for foreseeable and unforeseeable leave, medical certification, fitness for duty certification and notice of intent to return to work apply as specified in this policy and policy 7510.
3. An employee must not be permitted to exhaust paid leave before beginning FMLA leave if it has been determined that the reason for using paid leave meets the FMLA eligibility requirements.

**N. RESTORATION TO EQUIVALENT POSITION**

1. Generally

Employees, except "key" employees, will be restored to the same or an equivalent position upon return from FMLA leave.

The equivalent position will have virtually identical pay, benefits and working conditions, including privileges, prerequisites and status, as the position held prior to the leave. The position also must involve substantially similar duties and responsibilities, which must entail substantially equivalent skill, effort, responsibility and authority. All positions within the same job classification are considered to be "equivalent positions" for purposes of this policy, so long as these conditions are met. For licensed employees, all positions with the same salary and licensure requirements also will be considered equivalent positions, so long as these conditions are met.

2. Key Employees

Key employees do not have the right to be restored to the same or an equivalent position upon return from FMLA leave. Key employees are salaried FMLA-

eligible employees who are among the highest paid 10 percent of all employees. If restoring a key employee would result in substantial and grievous economic injury to the school system, then there is no obligation to restore the employee to the same or an equivalent position.

Employees will be informed at the time leave is taken if they are considered key employees and will be informed once a determination is made that the employee will not be restored to the same or an equivalent position upon their return. A key employee who has been informed that he or she will not be restored still has rights to health benefits for the full period in which he or she is eligible for FMLA leave.

**O. CONTINUATION OF HEALTH BENEFITS**

Health care coverage and benefits will be continued for the duration of FMLA leave on the same conditions as would have been provided if the employee had continued working. Employees do not have the right to the accrual of earned benefits during the leave. If an employee takes intermittent or reduced leave, he or she has the right to maintain the same health care benefits, but earned benefits may be reduced in proportion to hours worked when such a reduction is normally based upon hours worked.

The school system may recover from the employee the cost of health insurance premiums paid on behalf of the employee while the employee was on unpaid FMLA leave if the employee does not return to work after leave, so long as the reason for not returning does not relate to a serious health condition or to circumstances beyond the employee's control.

**P. POSTING REQUIREMENT**

The superintendent or designee shall ensure that notices of FMLA provisions and information on procedures for filing complaints are posted in places where employees and applicants would find it readily accessible.

**Q. RECORD-KEEPING REQUIREMENT**

The personnel department shall maintain records of the following information for at least three years: basic payroll and identifying employee data, dates (or hours) of FMLA leave taken by each employee and premium payments of employee benefits. Medical information, such as that relating to medical certifications, also will be maintained in the personnel department in confidential medical records.

Copies of employee notices, including general and specific notices, as well as any other documents describing employee benefits or policies and records of disputes between the school system and any employee regarding designation of FMLA leave will be maintained by the assistant superintendent for at least three years.

**R. ENFORCEMENT**

An employee may file a complaint with the U.S. Department of Labor or bring a private lawsuit against the school system for violations of the FMLA.

FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law that provides greater family or medical leave rights.

**S. OUTSIDE EMPLOYMENT**

An employee who is on FMLA leave may not engage in self-employment or employment for any employer while on continuous leave. Falsifying records and failure to correct records known to be false are violations of this policy and will result in discipline, which may include termination from employment.

Legal References: Family and Medical Leave Act of 1993, as amended; 29 U.S.C.S. 2601; 29 C.F.R. pt. 825; National Defense Authorization Act of 2008, Pub. L. 110-181, § 585; *N.C. Public Schools Benefits and Employment Policy Manual* (2008-2009)

Cross References: Leave of Absence (policy 7510)

Adopted:

Policy 7530: Military Leave

**As recommended to the Board Policy Committee, March 11, 2010**

This policy has been updated to include the most current requirements for providing military leave to employees. It outlines the procedure for requesting and granting leave in accordance with State Board of Education Policy and the federal Uniformed Services Employment and Reemployment Rights Act (USERRA).

An employee will be eligible for all considerations of military leave in accordance with State Board of Education policy and the ~~Federal Veterans Reemployment Rights Act~~ federal Uniformed Services Employment and Reemployment Rights Act (USERRA).

Short periods of required active duty should be scheduled during vacation periods so as not to interfere with regular duties of the individual's employment. If it is impossible to schedule short-term military duty in this manner, an employee may request to be absent to meet this obligation. The employee must provide to the superintendent advance written or oral notice, except in cases of emergency assignment or other conditions that make notice impossible or unreasonable. For leave periods exceeding 30 days, the employee must provide either written documentation evidencing performance of military duty or identify the military command in order for the school to verify the request.

In accordance with State Board of Education policy, an employee may take up to 15 workdays of paid military leave per federal fiscal year, which runs from October 1 through September 30. After an employee has used all of his or her paid military leave, the employee may choose to use any accumulated vacation leave, bonus leave, or comp time during the period of military service; however, no employee will be forced to use such paid leave during military service. Employees may take extended leaves of absence for state or federal military duty under honorable services status, for required training, or for special emergency management. During these extended military leaves, which must not exceed five years plus any period of additional service imposed by law, the employee will be paid the difference in military base pay and state salary, including non-performance-based bonuses, when the military pay is less than the state salary. Differential pay will be paid from the same source of funds as the employee's public school salary. An employee may not receive differential pay while absent on any type of paid leave.

If the individual reapplies following separation from military duty, his or her reemployment will be governed by the provisions of the Veterans Reemployment Rights Act.

Under certain circumstances, an employee may receive teaching experience credit and retirement credit for service in the military, in accordance with State Board regulations.

Legal References: Uniformed Services Employment and Reemployment Rights Act of 1994, 38 U.S.C. 4301 *et seq.*; G.S. 115C-47, -302.1(g), -302.1(g1); 16 N.C.A.C. 6C .0406; *North Carolina Public Schools Benefits and Employment Policy Manual*, §§ 9.6 – 10.4 (2008-2009)

Cross References: Leave of Absence (policy 7510)

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

Updated:

Policy 7550: Absences Due to Inclement Weather

**As recommended to the Board Policy Committee, March 11, 2010**

This policy details the procedure for making up missed days because of inclement weather. It has been revised to state that missed time for certified staff must be made up in half-day or whole-day increments only and must be done during the regular school calendar.

On a day that employees have the option to report for a workday, but pupils are not required to attend school due to inclement weather, employees have the following options:

1. report to work;
2. take accumulated annual (vacation) leave;
3. take accumulated personal leave, if available (teachers only);
4. take leave without pay;
5. use compensatory leave already accumulated (classified only); or
6. make up the time missed.

If an employee elects to make up time, it must be at a mutually agreed upon time between the employee and the immediate supervisor. For 10 month employees, it must be within the regular ~~10-month employment~~ school calendar. For certified staff missed days may be made up in half day or whole day increments only.

When the school district is closed to staff and students due to inclement weather, the board will consider options for addressing the missed days, giving the greatest weight to how to best maintain the opportunity and environment for student learning.

Legal References: G.S. 115C-84.2, -302.1

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

Updated:

## Policy 7500: Workday and Overtime

**As recommended to the Board Policy Committee, February 18, 2010**

Policy 7500 has been revised to include changes in legal references and to provide a more thorough explanation of the working hours for all employees. In addition to clarifying definitions throughout the policy, a section on the use of overtime and compensatory time has been added.

**A. WORK SCHEDULES**

The length of the school day for licensed and professional staff will be a minimum of ~~seven hours and thirty minutes~~ eight hours and will continue until professional responsibilities to the student, school, and school district are completed. Administrative meetings, curriculum development, pupil supervision, assigned duties, parent conferences, group or individual planning and extracurricular activities, professional development, tutoring, assisting students with assignments, and providing extra help may require hours beyond the stated minimum. Work schedules for other employees will be defined by the superintendent or designee, consistent with the Fair Labor Standards Act and the provisions of this policy. Activities which may require hours beyond the stated minimum include, but are not limited to the following:

- ~~administrative meetings,~~
- ~~curriculum development,~~
- ~~pupil supervision,~~
- ~~assigned duties,~~
- ~~parent conferences,~~
- ~~group or individual planning and extra-curricular,~~
- ~~professional development~~
- ~~tutoring~~
- ~~assisting students with assignments~~
- ~~providing extra help.~~

**B. WORKWEEK DEFINED**

Working hours for all employees not exempted under the Fair Labor Standards Act (FLSA), including teacher assistants, secretarial, cafeteria, janitorial and maintenance personnel, will conform to federal and state regulations. The superintendent shall ensure that job positions are classified as exempt or non-exempt and that employees are made aware of such classifications. Supervisors will make every effort to avoid circumstances which require non-exempt employees to work more than 40 hours each week. Employees not exempted under the Fair Labor Standards Act may be granted compensatory time off in lieu of overtime pay for time worked in excess of 40 hours in any workweek. For purposes of Fair Labor Standards Act compliance, the workweek for school district employees will be 12:00 a.m. Saturday until 11:59 p.m. ~~Sunday~~ Friday. A copy of the Fair Labor Standards Act and any administrative procedures established by the superintendent will be available to employees in the personnel office.

**C. OVERTIME AND COMPENSATORY TIME**

The board of education discourages overtime work by non-exempt employees. A non-exempt employee may not work overtime without the express prior approval of his or her supervisor. All overtime work must be approved by the superintendent or designee. All

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supervisory personnel shall monitor overtime use on a monthly basis and report such use to the superintendent or designee. Principals and supervisors shall monitor employees' work, shall ensure that overtime provisions of this policy and the FLSA are followed, and shall ensure that all employees are compensated for any overtime worked. Principals or supervisors may need to adjust daily schedules to prevent non-exempt employees from working more than 40 hours in a workweek. Accurate and complete timesheets of actual hours worked during the workweek must be signed by each employee and submitted to their supervisor. The finance officer shall review work records of employees on a regular basis to make an assessment of overtime use.

In lieu of overtime compensation, non-exempt employees may receive compensatory time off at a rate of not less than one and one-half hours for each one hour of overtime worked, if such compensatory time (1) is agreed to by the employee before the overtime work is performed and (2) is authorized by the immediate supervisor. Employees must be allowed to use compensatory time within a reasonable period after requesting such use (see policy 7510, Leave of Absence). Once an employee reaches a comp-time balance of 40 hours, their supervisor must meet with the finance officer to develop a plan to reduce the comp-time balance. Employees may accrue a maximum of 240 compensatory time hours before they must be provided overtime pay at the appropriate rate. In addition, upon leaving the school system, an employee must be paid for any unused compensatory time at the rate of not less than the higher of (1) the average regular rate received by the employee during his or her last three years of employment or (2) the final regular rate received by the employee.

Non-exempt employees whose workweek is less than 40 hours will be paid at the regular rate of pay for time worked up to 40 hours. Such employees will be provided overtime pay or compensatory time as provided above for working more than 40 hours in a workweek.

Employees will be provided a copy of this policy and will be required to sign this policy to acknowledge their understanding of overtime and compensatory time provisions. Such signed policy will constitute the written agreement required in this section.

#### **D. ATTENDANCE EXPECTATIONS**

All employees are expected to be present during all working hours. It is expected that all employees will notify their immediate supervisor on days when they will be absent or tardy. Absence without prior approval, chronic absences, habitual tardiness or abuses of designated working hours are all considered neglect of duty and will result in disciplinary action up to and including dismissal.

Legal References: The Fair Labor Standards Act of 1938, as amended, 29 U.S.C. 201, *et seq.*; G.S. 115C-47(18), -288, -307; *North Carolina Public School Personnel Employee Salary and Benefits Manual (2002-2003)*, North Carolina Department of Public Instruction, Division of School Business

Cross References: Leave of Absence (policy 7510)

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

Updated: April 8, 1999; December 11, 2003,

Policy 7510: Leave of Absence

**As recommended to the Board Policy Committee, February 18, 2010**

This policy has been revised and updated in order to be in compliance with North Carolina State Board Policy that requires the addition of a new section, "Military Leave." Some of the language in the sections on personal and vacation leave has been changed to provide clearer and more detailed explanations of requirements for requesting and using leave. Revisions have been made to legal references.

The board of education believes that it is important for employees to have leave available to attend to personal, civic and professional matters as well as to meet family commitments. This need for leave is to be balanced with the need to provide an effective instructional program for students. No employee will be discharged, demoted or otherwise subjected to adverse employment action for taking leave in accordance with board policies and administrative procedures.

All requests for leave, with or without pay, will be addressed in accordance with state and federal law, as well as policies promulgated by the State Board of Education, including those specified in the most current edition of the *North Carolina Public Schools Benefits and Employment Policy Manual*. In addition to applicable laws and regulations, the following policies of the board will apply to leave requests. The superintendent is directed to develop administrative procedures and make them available to any employee on request.

**A. MINIMUM LEAVE TIME**

An employee who is absent less than one-half day will be charged with the use of one-half day of leave. If an absence is more than one-half day, one day of leave will be charged. Leave that is designated as eligible for leave under the Family and Medical Leave Act, defined in policy 7520, Family and Medical Leave, may be taken in increments of hours. ~~An employee who is absent less than one-half day will be charged with the use of one-half day of leave. If an absence is more than one-half day but less than one full day, one day of leave will be charged.~~

**B. CONTINUOUS LEAVE OF MORE THAN TEN DAYS**

An employee must comply with the notice and verification requirements as provided in board policy 7520, Family and Medical Leave, for continuous leave of more than 10 days if: (1) the leave also is eligible for leave under the Family and Medical Leave Act (FMLA), defined in board policy 7520, (2) and the leave is designated as FMLA-eligible at the time leave is taken or as soon as feasible thereafter.

**C. SICK LEAVE**

The superintendent or designee may require a statement from a medical doctor or other acceptable proof that the employee was unable to work due to illness. Employees who anticipate using sick leave for a period of time must inform the principal or immediate supervisor in advance, so that continuity of duties may be maintained.

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**D. PERSONAL LEAVE**

~~Teachers have two days of personal leave per year, cumulative to a maximum of five days, which may be requested by application in accordance with the policies of the State Board of Education.~~

Teachers earn days of personal leave at a rate of .20 days for each full month of employment, not to exceed two days per year. Unused personal leave may be carried forward from one year to another and may be accumulated without limitation until June 30 of each year. On June 30, personal leave in excess of five days shall be converted to sick leave so that a maximum of five days of personal leave is carried forward to July 1. At the time of retirement, a teacher may also convert accumulated personal leave to sick leave for creditable service towards retirement.

Personal leave may be requested by application in accordance with the policies of the State Board of Education and may be used only upon the authorization of the teacher's immediate supervisor. A teacher shall not take personal leave on the first day the teacher is required to report for the school year, on a required teacher workday, on days scheduled for state testing, or on the day before or the day after a holiday or scheduled vacation day, unless the request is approved by the principal. On all other days, if the request is made at least five days in advance, the request will be automatically granted subject to the availability of a substitute teacher, and the teacher cannot be required to provide a reason for the request.

**E. VACATION LEAVE**

The superintendent or designee will have the authority to approve the vacation schedules of all personnel. To promote the efficient operation of the schools, the superintendent may designate certain periods during the nonacademic year as preferred vacation periods for twelve-month employees. Vacation which is earned by 12-month teachers during the two months of "extended employment" will be taken only upon authorization of the employee's immediate supervisor and under procedures established by the superintendent. Vacation which is earned by teachers or other 10-month employees during the 10-month school-year employment will be taken as outlined in the school-year calendar. If a teacher schedules vacation leave in accordance with the school calendar, the board and/or principal shall give the teacher at least 14 calendar days notice before requiring the teacher to work on the scheduled day(s), unless the teacher waives the notice requirement.

Vacation may be accumulated with a maximum of 30 days being carried forward to July 1 of any calendar year.

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An employee may have unused vacation from another school district in North Carolina transferred to this school district. ~~as long as the employee remains in a permanent, full-time position.~~

Bus drivers and instructional personnel that require a substitute may not take earned vacation on days during which school is in session for students unless the employee's absence is due to a catastrophic illness and the employee has exhausted all of his or her sick leave. In such instances, the employee will not be required to pay the substitute.

Within any given year, instructional personnel who do not require a substitute may be granted a maximum of five vacation days when students are in attendance with prior approval of their supervisor. ~~Such days will not be consecutive. Leave will not be granted immediately before or immediately following days when students are out of school (for this policy, "days when students are out of school" are defined as follows: days designated in the official school calendar as workdays without students, annual leave days, and holidays). Leave will not be granted on mandatory staff development days. An exception to these restrictions may be made when an employee is absent due to a catastrophic illness and the employee has exhausted all of his or her sick leave.~~

The superintendent will establish procedures for reviewing requests for the use of vacation leave for catastrophic illness by instructional personnel and bus drivers.

**F. CHILD-SCHOOL INVOLVEMENT LEAVE**

All employees may take up to four hours of unpaid leave per year to attend or otherwise be involved in the school of a child for whom the employee is a parent, guardian or person standing in loco parentis

**G. PETTY LEAVE**

Petty leave will be defined as an absence from work that is generally less than one hour in length and that is not covered by other policies.

Petty leave is awarded only to employees who work not less than five days per week and for not less than ~~seven and one-half~~ eight hours per day.

The board expects that both the request for petty leave and the granting or denial of a request will be based upon the welfare of the employee and the students.

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**H. COMPENSATORY LEAVE**

~~Since professional employees are expected to fulfill all job duties, compensatory leave should only apply to extraordinary circumstances.~~

Employees who are not exempt from the provisions of the Fair Labor Standards Act may accrue compensatory time (comp time) at a rate of 1.5 hours for every 1 hour worked in lieu of receiving overtime pay for hours worked beyond 40 in a given workweek. For purposes of Fair Labor Standards Act compliance, the workweek for school district employees will be 12:00 a.m. Saturday until 11:59 p.m. Friday. Supervisors will arrange for employees to take comp time within one pay period following the time it is earned if possible. The superintendent or designee may exempt certain employees or categories of employees from this comp time provision when deemed necessary for the proper administration of the school district.

All employees must obtain approval from their immediate supervisors before taking compensatory leave.

**I. MILITARY LEAVE**

Employees may take up to 15 workdays of paid military leave during the federal fiscal year, which runs from October 1 through September 30. Paid military leave may be used for: (1) active duty training of the Reserve Components of the U.S. Armed Forces, including the National Guard, the Army Reserve, the Naval Reserve, the Marine Corps Reserve, the Air Force Reserve and the Coast Guard Reserve; (2) required physical examinations relating to membership in a reserve component; and (3) regularly scheduled unit assemblies, also referred to as drills. For infrequent special activities in the interest of the state when authorized by the Governor or designee, the National Guard may be paid for up to 30 days in addition to the 15 days allowed for training.

**IJ. LEAVE OF ABSENCE WITHOUT PAY**

An employee may be granted a leave of absence without pay for the following reasons and for a period of time up to one calendar year, renewable at the discretion of the superintendent with approval by the board of education:

1. Military leave (see also board policy 7530)
2. Personal illness in excess of sick leave
3. Family leave (see also board policy 7520)
4. Professional leave
5. Other reasons at the discretion of the superintendent with the approval of the board of education.

An employee seeking leave is responsible for making necessary arrangements as provided in the administrative procedures. With the exception of emergencies, an employee who desires a leave of absence without pay will provide at least 60 days notice and will submit a request in writing to the board of education stating the beginning and ending dates of the desired leave of absence. Consultation with the principal or immediate supervisor is expected. The superintendent may request documentation in support of the request. In determining the length of absence approved without pay, with the exception of military and family leave, due and proper consideration will be given to the welfare of the students as well as the employee. The superintendent may require notice of intent to return to work at reasonable time intervals during the leave.

Once a leave of absence without pay has been requested and approved by the board of education, the dates are binding unless both parties agree to a change.

Legal References: G.S. 95-28.3; 115C-12, -36, -47, -84.2, -302.1, -316, -336, -336.1; 16 N.C.A.C. 6C .0401-.0405; *North Carolina Public Schools Benefits and Employment Policy Manual* (2008-2009)

Cross References: Family and Medical Leave (policy 7520), Military Leave (policy 7530), Voluntary Shared Leave (policy 7540), Absences Due to Inclement Weather (policy 7550)

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

Updated: April 8, 1999 and May 11, 2000,

School/Location	Date	Event	Time
	April 10-12, 2010	NSBA Annual Conference	
All Elementary Schools	Tuesday, April 13, 2010	Kindergarten Registration/Information Sessions	7:00pm
PDC	Thursday, April 15, 2010	Board of Education Meeting	7:30pm
NAMS Theatre	Friday, April 16, 2010	Elementary Choir Festival	7:00pm
DLL	Saturday, April 17, 2010	Heritage Language Academy Graduation	TBA
CO	Monday, April 19, 2010	PTO Round Table	6:30pm
PDC	Wednesday, April 21, 2010	Superintendent's Student Advisory Council	7:30am
GBT	Wednesday, April 21, 2010	Expert Project Fair	5:00-6:00pm
DLL	Thursday, April 22, 2010	Family Reading Night	6:00-8:00pm
PDC	Thursday, April 22, 2010	BOE Budget Work Session	7:00pm
AHS/PAC	Friday, April 23, 2010	Greensboro Symphony	9:45am
	Friday, April 23, 2010	End of the Six Weeks Grading Period	
Greensboro Marriot	Saturday, April 24, 2010	AHS Prom	8:00pm
All	Monday, April 26, 2010	<b>Snow Make-Up Day</b>	
DLL	Thursday, April 29, 2010	Hot Dog Supper to support Relay for Life	5:00-7:00pm
AHS/PAC	Thursday, April 29, 2010	Park Street Players present M*A*S*H	7:00pm
NAMS	Thursday, April 29, 2010	NAMS Chorus Concert	7:30pm
GBT	Friday, April 30, 2010	Spring Fling	5:00-8:00pm
AHS/PAC	Friday, April 30, 2010	Park Street Players present M*A*S*H	7:00pm
AHS/PAC	Saturday, May 01, 2010	Park Street Players present M*A*S*H	7:00pm
AHS/PAC	Sunday, May 02, 2010	Park Street Players present M*A*S*H	2:00pm
LP	Tuesday, May 04, 2010	DARE graduation	1:00pm
LP	Tuesday, May 04, 2010	PTO Mtng/Report Card PU/ Kindergarten performance	5:30-7:00pm (6pm perf.)
AHS/PAC	Thursday, May 06, 2010	AHS Percussion Concert	7:30pm
LP	Monday, May 10, 2010	Meal of Moms (mothers eat lunch with children)	
AHS/PAC	Tuesday, May 11, 2010	Middle School Band Concert (NAMS and SAMS)	7:30pm
LP	Wednesday, May 12, 2010	CARE Graduation	9:00am
PDC	Thursday, May 13, 2010	Board of Education Meeting	7:30pm

AHS/PAC	Thursday, May 13, 2010	AHS Jazz Band Concert	7:30pm
LP	Friday, May 14, 2010	Spring Fling	5:00-7:00pm
AHS/PAC	Tuesday, May 18, 2010	AHS Chamber Music Night	7:30pm
Pinewood	Thursday, May 20, 2010	Teacher of the Year Banquet	6:30pm
AHS/PAC	Thursday, May 20, 2010	AHS Chorus Concert	7:30pm
AHS	Wednesday, May 26, 2010	Senior Projects	5:30pm
AHS/PAC	Thursday, May 27, 2010	AHS Band Concert	7:30pm
SAMS	Tuesday, June 01, 2010	Choral Concert	7:30pm
AHS/PAC	Thursday, June 03, 2010	AHS Scholarship Night	7:00pm
LP	Monday, June 07, 2010	5th grade graduation	12:30pm
BAL	Wednesday, June 09, 2010	5th grade graduation	1:00pm
LP	Wednesday, June 09, 2010	Awards Day	K-8:15; 1-9am;2-10am;3-12pm; 4-1pm
DLL	Wednesday, June 09, 2010	5th grade graduation	9:00am
AHS	Wednesday, June 09, 2010	Graduation	7:00pm
AHS/PAC	Thursday, June 10, 2010	Retirement and Service Award Breakfast	7:30am
PDC	Thursday, June 10, 2010	Board of Education Meeting	7:30pm
PDC	Tuesday, June 29, 2010	Summer Board Retreat	5:30pm



# Points of Pride

April 15, 2010



## Student Achievements:

- AHS DECA Team, 100% proficient, lots of awards, 4 headed to international competition
- Monica Alfaro, AHS, selected to Global Public Service Academy
- Dave Beitzel, AHS, selected to All-State Band
- Four AHS seniors earn Teaching Fellows scholarship
- Youth Art Month - student artwork on display at Moring Arts Center
- AHS Chorus earn "Superior" rating
- AHS Band earn "Superior" rating
- Regional Math Fair winners in all grade level categories
- Beta Club induction held at SAMS
- Six earn Governor's School honors
- AHS Student Council Blood Drive - 168 units collected

## Staff Recognitions:

- Beth Ann Fravel, SAMS, Jaycees Outstanding Young Educator
- Shari Funkhouser honored as a WFMY News2 Hero
- Evening of Excellence held in honor of new National Board Certified Teachers
- DLL staff - Human Race team

## Parent Involvement:

- Strategic Plan - Planning Team
- Exceptional Children Transition Fair
- Family Reading Night and Book Fair held at Balfour
- Rising 9<sup>th</sup> grade parent night and curriculum fair held at AHS
- Family Literacy night held at Lindley Park

## Events bringing community into our schools:

- Strategic Plan - Planning Team
- 10-Year Reunion Chorus Concert
- Regional Math Fair hosted at NAMS
- Exceptional Children Transition Fair
- Legislative Breakfast
- AHS Band Concert
- Jump Rope for Heart held at Teachey