ASHEVILLE CITY BOARD OF EDUCATION

REGULAR BOARD MEETING

Administrative Offices - Board Room

85 Mountain Street, Asheville, North Carolina

Monday, September 14, 2026, 5:00 PM

Board of Education Members:
Sarah Thornburg, Board Chair
Rebecca Strimer, Vice-Chair
Pepi Acebo, Member
Liza Kelly, Member
Amy Ray, Member
George Sieburg, Member
Jesse Warren, Member

Superintendent: Dr. Maggie Fehrman

The Vision of Asheville City Schools is to Empower and Engage every child to Learn, Discover, Thrive.

ASHEVILLE CITY BOARD OF EDUCATION REGULAR MEETING AGENDA

The meeting will be available for viewing via the
Asheville City Schools YouTube page.
Information about Public Comments can be found below.

Page

1. REGULAR MEETING

1.1 CALL TO ORDER - Board Chair, Sarah Thornburg
Equity Statement:*In Asheville City Schools we are committed to equity and anti-racist policies for all students and staff to learn and thrive. We recognize that our positions come with power, responsibility, and public service for the entire ACS community. We will model our commitment to equity through our practices and decisions. During this meeting, we invite a pause if harm has taken place, a moment to name the harm, and space to practice repair.*

1.2 QUORUM DETERMINATION - Board Chair, Sarah Thornburg

1.3 PLEDGE OF ALLEGIANCE - Board Chair, Sarah Thornburg

1.4 APPROVAL OF AGENDA - Board Chair, Sarah Thornburg
Motion to approve the agenda.

2. GOOD NEWS - Marilee Woodard, Public Information Officer

3. PUBLIC COMMENTS - Board Chair, Sarah Thornburg
Public Comment Guidelines

In-Person and Virtual Public Comment Guidelines can be found by clicking the link above.

The Board of Education greatly appreciates your interest in the Asheville City Schools (ACS) and we welcome your comments to the Board. Please be mindful of the following guidelines (per policy 2310):

Personnel and student matters are confidential and are therefore not appropriate for public comment. If you have a concern about an employee or a student matter, please contact or see the superintendent after the meeting.

3.1 In-Person Public Comment

4. CONSENT ITEMS - Board Chair, Sarah Thornburg

4.1 Draft Minutes
WORK SESSION - Aug 03 2026 - Minutes

Closed Session Minutes August 3, 2026

REGULAR MEETING - Aug 10 2026 - Minutes

4.2 Student Releases to Buncombe County Schools - Tanya Presha, Special Assistant to the Superintendent

4.3 Second Read Policy - Dr. Kim Dechant, Chief of Staff 4
September Policies_Procedures BOARD AGENDA EXECUTIVE SUMMARY 2026 (1).pdf

4.4 A-B Tech Liaison to Asheville High and SILSA - Shannon Baggett, Assistant Superintendent of Curriculum and Instruction 6
AB Tech Liaisons AHS-SILSA 8-26-26 for Board Approval.pdf

4.5 NCDPI 5-Year Facility Survey- Dr. Jeremy Gibbs, Chief of Operations

4.6 Personnel Report - September

4.7 School Safety Plan - Dr. Jeremy Gibbs, Chief of Operations, and Josh Rigsby, District Safety Officer

Motion to approve the Consent Items as presented.

5. ACTION ITEMS - Board Chair, Sarah Thornburg

5.1 441 Right of Way Acquisition Offer-Haywood Rd
Revised -Right of Way Acquisition Offer 441 Haywood Road

Haywood Rd Right of Way and Easement Additional Information

Motion on Action Item

5.2 Social Media Litigation- Board Chair, Sarah Thornburg

Motion on action item

6. INFORMATION ITEM

6.1 Report of Settlement Terms - Board Chair, Sarah Thornburg

7. SUPERINTENDENT'S REPORT - Dr. Fehrman

Superintendent's Report September 2026

8. BOARD CHAIR COMMENTS

9. ANNOUNCEMENTS/FUTURE MEETINGS -
Board Chair, Sarah Thornburg
Special Called Work Session Open Meeting -Board Retreat

Thursday, September 22, 2026

Western Region Education Service Alliance - WRESA

Building 200, Suite 206, Ridgefield Court

Asheville, NC 28806

Special Called Closed Session Meeting

Thursday, September 24, 2026

Administrative Offices - Training Room

Work Session Meeting

Monday, October 5, 2026

Administrative Offices - Board Room

Regular Meeting

Monday, October 12, 2026

Administrative Offices - Board Room

2026-2027 ACS Board of Education Meeting Schedule

10. ADJOURNMENT - Board Chair, Sarah Thornburg

Motion to adjourn the meeting.

Subscribe to receive notifications about upcoming meetings

ASHEVILLE CITY SCHOOLS

Learn. Discover. Thrive.

Board of Education

Sarah Thornburg, *Chair*
Rebecca Strimer, *Vice Chair*
Amy Ray
Jesse Warren
George Sieburg
Liza Kelly
Pepi Acebo

Office of the Superintendent

Dr. Maggie Fehrman, *Superintendent*

Kimberly Jones, *Executive Assistant to the Superintendent*

BOARD AGENDA EXECUTIVE SUMMARY

MEETING DATE: Monday, August 31, 2026

AGENDA ITEM TITLE: Policies and Procedures for September Board Meeting

PRESENTER/CONTACT: Dr. Kimberly Dechant

BOARD ACTION REQUESTED:

Select one:

- ☑ Action / Approval Requested
- ☑ Information Only

ATTACHMENTS:

- ☐ Presentation
- ☐ Report
- ☐ Other
- ☑ N/A

EFFECTIVE DATE/RANGE: Spring 2026 updates

EXECUTIVE SUMMARY:

The policy updates presented for Board consideration originate with the North Carolina School Boards Association (NCSBA) and reflect the Association's Spring 2026 policy update. NCSBA updates its model policies primarily in response to legislation enacted by the North Carolina General Assembly and other changes in state law.

Following release by NCSBA, the recommended revisions are reviewed and vetted by Campbell Shatley, with additional legal feedback incorporated through the spring, summer, and fall update process. This review helps ensure that proposed Board policies remain aligned with current North Carolina legal requirements and applicable guidance.

STRATEGIC PLAN FOCUS AREA:

- ☑ Student Outcomes
- ☑ Culture and Climate
- ☑ Recruitment and Retention
- ☑ Operations and Finance

OVERVIEW:

Policies for 1st Read

Policy Code 2118: Censure of Board Members
Policy Code 4130: Discretionary Admission
Policy Code 7325: Video and Audio Recordings by Employees
Policy Code 7400: Job Descriptions

Policies for 2nd Read

Policy Code: 1310/4002 Parental Involvement
Policy Code: 2330 Board Meeting Agenda
Policy Code 2340: Parliamentary Procedures
Policy Code 3225/4312/7320: Technology Responsible Use
Policy Code 4318: Use of Wireless Communication DevicesPolicy Code 4342: Student Searches
Policy Code 5071/7351: Electronically Stored Information Retention
Policy Code 6220: Operation of School Nutrition Services
Policy Code 7130: Licensure

Information Only

Procedure Code: 4400-P Attendance
Procedure Code: 4400-P Court Procedures
Procedure Code: 4400-P Tardy Form Letter
Procedure Code: 4400-P Request for Absence Waiver **(K-8)**
Procedure Code: 4400-P Request for Absence Waiver **(High School)**
Procedure Code: 6305-P Bus Conduct

FISCAL/BUDGET IMPACT: NA

RECOMMENDATION / NEXT STEPS:

You are receiving the policy updates for first reading in order to seek appropriate input and then bring policies back for final adoption.

Board of Education

Sarah Thornburg, *Chair*
Rebecca Strimer, *Vice Chair*
Amy Ray
Jesse Warren
George Sieburg
Liza Kelly
Pepi Acebo

Office of the Superintendent

Dr. Maggie Fehrman, *Superintendent*

Kimberly Jones, *Executive Assistant to the Superintendent*

Contract Cover Sheet

Company/Vendor: __ A-B Tech _____
For new vendors, is the vendor debarred? If not, you may proceed.
Unsure? Please contact the Purchasing Specialist.

Contract amount: ___ $90,000 _____
($90,000 or over requires board approval)

Please choose:

___X____ New Contract _____ Renewal Contract

If a renewal contract, is it a change in amount from the previous contract?

_____ No

_____ Yes, prior contract total $_____

Reason for price change: _____

ACS Strategy Map (select one of the following):

_____ 1 - Climate and Culture
____X_____ 2 - Student Outcomes
_____ 3 - Staff Recruitment, Retention, and Development
_____ 4 - Operations and Finance

Legal has reviewed this contract. _____ Yes __X____ No

Funding source: __ 2.5110.801.311 (AHS) 1.5110.055.311.700_(SILSA) _____

Type of contract: __ Contractor Services _____
(*Ex., Independent contractor services, online services, software, licenses, catering, field trip obligations, other*)

Location(s) served: _ AHS and SILSA _____

Brief summary of services requested *(100 words or fewer)*:

A-B Tech will assign one Liaison to Asheville High School (AHS) and one Liaison to the School of Inquiry and Life Sciences (SILSA) to support the Dual Enrollment program. The contract period will extend from August 2026 through July 2027. Liaison responsibilities will include but are not limited to: Recruiting and advising participating students, Enrolling students in appropriate college-level courses, Completing and processing all required paperwork and electronic forms, Meeting with students and school administration regularly to provide student progress and provide necessary support to promote success, Career exploration and development, and school-specific Student Support.

ADMINISTRATIVE OFFICE | (828) 350-7000 | 85 MOUNTAIN ST. ASHEVILLE, NC 28801

ASHEVILLE CITY SCHOOLS
INDEPENDENT CONTRACTOR AGREEMENT 2026-2027

The undersigned ***Independent Contractor*** (hereinafter "Contractor") and the **Asheville City Board of Education**, a body corporate and the legal entity for the ***Asheville City Schools*** (hereinafter "**ACS**"), agree to the following Independent Contractor Agreement ("Agreement") for the performance of certain tasks or services as described below:

NOTE: Please fill in all blanks. If not applicable, please indicate by N/A.

1. Contractor is identified as follows: Name: **Asheville-Buncombe Technical Community College**

Type of Entity:

☐ Sole Proprietorship (individual) ☐ Professional Corporation
☐ Partnership ☐ Corporation **X** Other Educational Institution

Principal place of business: **340 Victoria Rd, Asheville, NC 28801**

Business telephone: **828-398-7900**

A W-9 Form must be provided if not already on file and current with Asheville City Schools.

2. Description of task(s) to be performed by Contractor: (Be specific and include place, date(s), beginning time and duration, etc.; or use general description if services are ongoing for the school year.)
   A. A-B Tech will assign one Liaison to Asheville High School (AHS) and one Liaison to the School of Inquiry and Life Sciences (SILSA) to support the Dual Enrollment program. The contract period will extend from August 2026 through July 2027. AB Tech will invoice Asheville City Schools for this service quarterly.

   B. Liaison responsibilities will include but are not limited to:

   - **Recruiting and advising participating students**
   - **Enrolling students in appropriate college-level courses**
   - **Completing and processing all required paperwork and electronic forms**
   - **Meeting with students and school administration regularly to provide student progress and provide necessary support to promote success**
   - **Career exploration and development**
   - **For AHS: Holding in-person office hours on the AHS campus (number of hours per week to be determined); hours may increase during peak enrollment periods**
   - **For SILSA: Full time on SILSA campus to support students year-round. Calendar and hours to reflect the Asheville City Schools schedule. Representatives from ACS will participate in the interview process and the evaluation process of the SILSA Liaison. Other duties including during summer months to be assigned will be determined by A-B Tech in consultation with the SILSA principal and/or ACS leadership.**

3. Agreed to price and how paid: (Payments are normally made within 30 days of Agreement completion unless other arrangements are approved in advance by the Business Office.)
   Asheville City Schools shall reimburse A-B Tech for Liaisons during the 2026–2027 school

year:

- **Asheville High School (AHS): $10,000 (part time)**
- **School of Inquiry and Life Sciences at Asheville (SILSA): $80,000 (Full Time)**

4. Additional agreement provisions (such as travel or other expense reimbursements, if applicable). **N/A**

5. ACS Budget Code: **2.5110.801.311 (AHS) and 1.5110.055.311.700 (SILSA)**

   Authorized ACS Representative: **Shannon Baggett, Assistant Superintendent for Curriculum & Instruction**

   Telephone Number: **828-747-2204**

   Indicate whether Riders (such as bid documents, proposals, etc.) are to be made a part of this agreement: Contractor: **N/A.** ACS: **NA**

6. Termination: This Agreement may be terminated by either party hereto upon thirty (30) days written notice to the other. In the event this Agreement is terminated pursuant to the provisions of this paragraph, ACS shall have no obligation to compensate Contractor for services which have not been performed. Unless otherwise agreed by the Parties in writing, Contractor shall continue to provide services to ACS during the thirty (30) day notice period, at the same rate of service performed by Contractor during the thirty (30) days prior to receipt of notice. If Contractor fails to do so, ACS may retain any monies otherwise due to Contractor.

7. E-Verify: As required by N.C.G.S. § 143-133.3, Contractor certifies that it verifies the work authorization of each of its employees under the requirements of N.C.G.S. Article 2 of Chapter 64 ("E-Verify"). If Contractor utilizes a subcontractor of any tier, Contractor shall require all subcontractor(s) of any tier to comply with E-Verify requirements.

8. Jessica Lunsford Act: Under North Carolina law, certain sex offenders are prohibited from coming onto school campuses. Contractor agrees to conduct an annual check of the N.C. Sex Offender and Public Protection Registration Program, the N.C. Sexually Violent Predator Registration Program and the National Sex Offender Registry for all of its employees whose job involves direct interaction with students as part of the job. ACS prohibits any personnel listed on such registries from being on any property owned or operated by ACS and from having any direct interaction with students. As a term of the Agreement, said checks must be performed by the Contractor and reported to the ACS Superintendent or designee, upon request. **Under provisions set forth in the Jessica Lunsford Act under North Carolina law, the signature below certifies that neither Contractor nor any employee or agent of Contractor is listed as a sex offender on the NC Sex Offender and Public Protection Registration Program, the Sexually Violent Predator Registration Program, and/or the National Sex Offender Registry.**

9. Independent Contractor: It is understood that Contractor executes this Agreement as an independent contractor and that Contractor shall have the exclusive control over the means, methods and details of fulfilling its obligation under the Agreement. This Agreement is not intended and shall not be construed to create the relationship of principal-agent, master-servant, employer-employee, partnership, joint venture, joint enterprise, or association

between the Parties or any of their owners, officers, directors, members, managers, partners, representatives, employees or agents. Contractor agrees to perform and discharge all obligations of an independent contractor under any and all laws, whether existing or in the future in any way pertaining to the tasks hereunder, including but not limited to Social Security laws, Workers' Compensation Insurance, income taxes, and State Employment Insurance taxes or contributions; and Contractor will hold ACS harmless against all such laws. Neither federal nor state local income tax, nor payroll tax of any kind shall be withheld or paid by ACS on behalf of the Contractor or the employees of Contractor. No Worker's Compensation Insurance shall be obtained by ACS concerning Contractor or Contractor's employees.

10. Audit: ACS or auditors contracted by ACS may be given access to persons and records that are generated as a result of, or are related to, this Agreement for purposes of verifying accounts and data affecting fees or performance.

11. Discrimination: If applicable, Contractor and any subcontractors employed by Contractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

12. Family Education Rights and Privacy Act: Contractor acknowledges that ACS is subject to the Family Education Rights and Privacy Act (FERPA) (20 U.S.C. § 1232G; 34 C.F.R. 99). To the extent Contractor generates or maintains education records that are subject to FERPA, Contractor will comply with applicable FERPA requirements. Contractor will not access or make any disclosures of student education records to third parties without prior notice to and consent from ACS or as otherwise provided by the law or the Agreement. For purposes of the Agreement, ACS designates Contractor as a school official with a legitimate educational interest in the education records of participating students to the extent access to ACS's records is required by Contractor to carry out its services.

    If ACS provides Contractor with personal identifiers as listed in N.C.G.S. §132-1.10 and in N.C.G.S. §14-113.20(b) or any other legally confidential information including "personally identifiable information" from student education records as defined by the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g, and the implementing regulations in Title 34, Part 99 of the Code of Federal Regulations ("FERPA"), Contractor hereby certifies that collection of this information is necessary for the performance of Contractor's duties and responsibilities under the Agreement. Contractor further certifies that it will maintain the confidential and exempt status of any Social Security number information, as required by N.C.G.S. §132-1.10(c)(1), and that it will not re-disclose personally identifiable information pursuant to FERPA or by any other State or Federal laws.

13. FERPA Electronically Stored Data Compliance: Contractor is expressly prohibited from selling or trading any education records or personally identifiable information acquired under the Agreement. Furthermore, Contractor agrees not to attempt to re-identify students from aggregated data. Further, Contractor will not use any personally identifiable information or education records to advertise or market to ACS students or their parents. Any personally

identifiable information and education records held by Contractor pursuant to the Agreement will be made available to ACS upon request.

Contractor will store and process all data using appropriate administrative, physical, and technical safeguards to secure personally identifiable information and education records from unauthorized access, disclosure, and use. Contractor will conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner. Contractor will also have a written incident response plan, to include prompt notification to ACS in the event of a security or privacy incident, as well as procedures for responding to a breach of data. Contractor agrees to share its incident response plan upon request. Contractor shall, for all personally identifiable data and education records in its possession and in the possession of any subcontractors, or agents to which it has transferred data as permitted herein, destroy or de-identify such data when such data is no longer needed to perform the Agreement.

Contractor hereby agrees to abide by all Asheville City Board of Education policies and procedures governing the confidentiality of student records and the responsible use of technology and internet safety that have been provided to Contractor and specifically identified as follows: ACS Policies 3225/4312/7320 Technology Responsible Use; 3226/4205 Internet Safety; 4700 Student Records and 4705/7825 Confidentiality of Personal Identifying Information.

If Contractor experiences a security breach concerning any information covered by the Agreement, and such breach is covered by N.C.G.S. §75.61(14), then Contractor will (a) fully comply with Contractor's obligations under the N.C. Identity Theft Protection Act, (b) immediately notify ACS with the information listed in N.C.G.S. §75-65(d)(1-4), and (c) fully cooperate with ACS in carrying out its obligations under said Identity Theft Protection Act. Contractor will indemnify ACS for any breach of confidentiality or failure of its responsibilities to protect confidential information, and for cost of notification of affected persons as a result of its accidental or negligent release of personally identifiable information or education records provided to Contractor pursuant to the Agreement.

14. North Carolina Public Records Law: Contractor acknowledges that ACS is subject to the requirements of North Carolina's Public Records Law ("NCPRL"), N.C.G.S. § 132-1, *et.seq*. This Agreement and any related documents, papers, letters, maps, books, photographs, films, sound recordings, magnetic or other tapes, electronic data-processing records, artifacts, or other documentary material, regardless of physical form or characteristics, made or received by ACS in connection with the transaction of the Agreement may be considered a "public record," subject to disclosure under the NCPRL. ACS is under no obligation to notify Contractor prior to its compliance of its duties under NCPRL.

15. Liability Insurance: It is understood and agreed between the Parties that each person performing services under this Agreement shall be covered by Contractor for all actions, omissions, injuries or other liabilities occurring during the performance of the services, to the same extent as if such events occurred on Contractor's property. Contractor shall provide to ACS a certificate of insurance for general liability and property damage coverage of at least one million dollars ($1,000,000) for each claim made and, if requested by ACS, name ACS as an additional insured on each applicable insurance policy. ACS reserves the right to require higher or lower insurance limits where warranted. ACS shall maintain its usual and customary insurance coverage and/or coverage agreement.

16. Indemnification: **CONTRACTOR, FOR ITSELF AND ITS EMPLOYEES, AGENTS, VOLUNTEERS AND PARTICIPANTS, DOES HEREBY INDEMNIFY AND HOLD HARMLESS, ACS, ITS BOARD MEMBERS, OFFICERS, EMPLOYEES, AND AGENTS, FROM AND AGAINST ALL CLAIMS, CAUSES OF ACTION, DAMAGES, LOSSES, COSTS, ATTORNEYS' FEES AND LIABILITY ARISING OUT OF OR RESULTING FROM CONTRACTOR'S PERFORMANCE HEREUNDER AND HEREBY ASSUMES THE RISK OF INJURY OR LIABILITY AND AGREES NOT TO SUE ACS FOR ANY INJURY OR LIABILITY ARISING OUT OF OR RESULTING FROM CONTRACTOR'S PERFORMANCE HEREUNDER.**

17. Anti-Trust: This Agreement has been entered into in compliance with state and federal antitrust laws. Contractor certifies by entering into this Agreement:
    a. That the Contractor and/or any of its Principals is not presently debarred, per the State's website (http://ncadmin.nc.gov/government-agencies/procurement/contracts/debarred-vendors) and Federal Excluded Parties List (www.sam.gov/portal/public/SAM); or suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Agreement by any federal agency or by any department, agency or political subdivision of the State.
    b. "Principals," for the purposes of this certification, means officers; directors; owners; partners; and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).
    c. The Contractor shall provide immediate written notice to ACS if, at any time, Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
    d. The certification in this section is a material representation of fact upon which reliance is placed by ACS in making this Agreement. If it is later determined that Contractor knowingly rendered an erroneous certification, in addition to other remedies available to ACS, then ACS may terminate the Agreement for default.

18. Travel Expenses: Unless otherwise stated in the Agreement, the agreed upon price for the services provided herein includes travel expenses, accommodation expenses and any and all other expenses, costs, and remuneration (including, but not limited to, equipment, tools, and supplies) the Parties have agreed to unless otherwise provided for in the Agreement.

19. Affiliation: Contractor shall not represent itself as affiliated with or endorsed by ACS without the prior written consent of ACS. Contractor shall not use any of the ACS' logos, images, trademarks, or copyrights without the prior written consent of ACS. The Agreement shall not be used for advertising by Contractor without prior approval of ACS.

20. Assignment: Unless agreed to in writing by ACS, the Agreement is not assignable. Any attempt to assign the Agreement to any third party shall be null and void and shall relieve ACS of any further liability under the Agreement.

21. Ownership of Work Product: All works authored, produced, developed, or reduced to practice by Contractor for the benefit of ACS during its provision of the services in the Agreement shall be owned by ACS, and ACS shall have all common law, statutory, and other reserved rights therein.

22. Compliance with Law and Board Policy: Contractor agrees to comply with all federal and State laws, rules, regulations, administrative requirements, and relevant ACS Board of Education Policies and Procedures applicable to its provision of the services described hereunder during the term of the Agreement. Contractor declares that it has complied with all federal, state, and local laws and regulations regarding business permits, certificates, and licenses that may be required to carry out the work to be performed under this Agreement.

23. Criminal Background Check: Contractor shall conduct criminal record and background checks on all Contractual Personnel who will perform services pursuant to this Agreement on Board property or at Board events. The criminal background checks shall be conducted within thirty (30) days of Contractor's execution of the Contract and prior to performing any services on Board property. Contractor shall provide the results of said checks to the Board upon request and shall not assign any Contractual Personnel to provide services under the Agreement if said worker has been convicted of or pled nolo contendere to (1) any felony; (2) any crime, whether misdemeanor or felony, involving violence, illegal drugs, theft, child abuse, sexual harassment, sexual abuse, or personal impropriety of a sexual nature with regard to any other person; or (3) any other crime or conduct reasonably indicating that the Contractual Personnel poses a threat to the safety or well-being of Board's students, personnel, or property. In addition, Contractor shall obtain all authorizations necessary for Board to conduct additional criminal record and background checks at its sole expense at any time during the term of this Agreement. If Board chooses to exercise this right, Contractor shall, within five (5) business days of Board's request, provide the full name, date of birth, and state of residency for the past ten years for all Contractual Personnel providing services under the Agreement, along with any other information reasonably requested by Board for purposes of performing criminal record and background checks. Without modifying or waiving any of Contractor's obligations under this provision, Board reserves the right to prohibit any Contractual Personnel from providing services under this Agreement if the Board determines, in its sole discretion, that said Contractual Personnel has not undergone a criminal record and background check in accordance with this provision or if the results of such criminal record and background check reasonably indicate that the said Contractual Personnel may pose a threat to the safety or well-being of students, school personnel, or others.

24. Attorney's Fees: In the event of a dispute between the Parties regarding the enforceability of this Agreement, each party shall be responsible for its own attorney's fees.

25. Choice of Law: The Parties agree that the Agreement was entered into in the State of North Carolina and that the laws of North Carolina shall govern the Agreement, as to interpretation and performance. It is further agreed that the place of this Agreement, its situs and forum, will be in Buncombe County, North Carolina where ACS' Central Office is located.

26. Venue: The Parties agree that the proper venue for any claims brought hereunder is in Buncombe County, North Carolina where ACS' Central Office is located.

27. Force Majeure: Neither party shall be responsible to the other for any losses resulting from the failure to perform any terms or provisions of the Agreement if the party's failure to perform is attributable to war, riot or other disorder, strike or other work stoppage; fire; flood; storm; illness; pandemic, communicable disease, or any other act not within the control of the party whose performance is interfered with, and which, by reasonable diligence, such party is unable to prevent. However, ACS will be entitled to a refund for fees paid on account of services not rendered by Contractor including any and all deposits.

28. Non-Appropriation: ACS agrees to duly request the appropriation of funds from its funding sources for all payment amounts specified in the Agreement through its annual funding request at levels consistent with the prior fiscal year. Notwithstanding anything to the contrary herein, if the funds that ACS requests for a fiscal year are reduced or not appropriated, ACS will not be obligated to pay amounts due beyond the end of the last fully funded fiscal year. If a non-appropriation event occurs, ACS will notify Contractor, the Agreement will terminate at the end of the last fiscal year for which funds were fully appropriated, and ACS will not be in default or material breach of the Agreement.

29. Integration & Amendment: The Agreement is fully integrated and represents the entire understanding between the Parties. The Agreement may be modified or amended only by written instruments signed by both Parties. Unless explicitly stated in the Agreement, nothing contained in the Agreement is intended to benefit any third party. The Agreement shall be deemed to have been drafted by both Parties and any ambiguities in the construction of the Agreement shall not be construed solely against ACS.

30. Severability: The Agreement is severable and if any provisions of the Agreement are deemed invalid or illegal by a court of competent jurisdiction, the other remaining provisions of this Agreement shall remain valid and enforceable.

31. Execution: This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute and be construed as one and the same instrument.

32. Authority: Both Parties executing the Agreement acknowledge that they have authority to bind their respective party to the terms and conditions set forth in the Agreement.

33. Agreement Subject to Board Approval: If the aggregate amount under this agreement will exceed $90,000, the Parties acknowledge that this Agreement is subject to final approval by the Asheville City Board of Education, and that it may not become effective until such approval is given through vote in accordance with applicable State laws.

34. Sovereign Immunity: Notwithstanding any other term or provision in the Agreement, nothing herein is intended nor shall be interpreted as waiving any claim or defense based on the principle of sovereign or governmental immunity or other State or federal constitutional or statutory provision or principle that otherwise would be available to the Board under applicable law.

35. Acknowledgement: The undersigned represents and acknowledges that they have carefully read the entire Agreement, understand the Agreement and its consequences, and knowingly and voluntarily enter into the Agreement.

36. Pre-Audit Certification: Execution of the Pre-Audit Certification below is a condition precedent to the effectiveness of the signatures set-forth below.

37. Notices: Any notice required or desired to be given under this Agreement shall be deemed given if in writing and sent by certified mail to the principal office of the Contractor, stated in paragraph 1 herein, or to ACS at Attention: Finance Officer, Asheville City Schools, P. O. Box 7347, Asheville, NC 28802.

38. Iran Divestment Act: By acceptance of this Agreement, Contractor affirms that it is not listed on the *Final Divestment List* and *Parent and Subsidiary List* located at https://www.nctreasurer.com/inside-the-department/OpenGovernment/Pages/Iran-Divestment-Act-Resources.aspx, which was created by the NC State Treasurer pursuant to N.C.G.S. 147-86.58, Iran Divestment Act.

39. Miscellaneous: N/A

Agreed to by Independent Contractor:
Asheville-Buncombe Technical Community College:

By: _____
Cris Harshman, VP of Operations

Date: _____

By: _____
Dr. John Gossett, President

Date: _____

Agreed to by ACS:

By: _____
Shannon Baggett, Asst. Superintendent for Curriculum & Instruction

Date: _____

By: _____
Dr. Maggie Fehrman, Superintendent

Date: _____

ASHEVILLE CITY BOARD OF EDUCATION

By: _____
Sarah Thornburg, Chair _____

Date: _____

This instrument has been pre-audited in the manner required by the School Budget and Fiscal Control Act.

By: _____ _____
Heidi Kerns, Chief Financial Officer for Asheville City Schools Date:

COPY: Principal/Supervisor
Business Office/Finance
Human Resources Office