

# WATAUGA BOARD OF EDUCATION

Margaret E. Gragg Educational Center 175 Pioneer Trail Boone, NC 28607 (828) 264-7190

# WATAUGA COUNTY BOARD OF EDUCATION MEETING AGENDA

December 14, 2020 5:30 P.M.

5:30	1.	CALL TO ORDER  Dr. Scott Elliott					
5:32	2.	CLOSED SESSION					
		<ul> <li>A. Approval of Minutes</li> <li>B. Reportable Offenses – N.C.G.S.115C-288(g)</li> <li>C. Student Records - N.C.G.S.143-318.11(a)(1)</li> <li>D. Personnel – N.C.G.S.143-318.11(a)(6)</li> </ul>					
6:00	3.	OPEN SESSION CALL TO ORDER	Dr. Scott Elliott				
6:03	4.	ELECTION OF BOARD CHAIR	Dr. Scott Elliott				
6:10	5.	ELECTION OF BOARD VICE CHAIR	Board Chair				
6:15	6.	WELCOME/MOMENT OF SILENCE Board Chair					
6:18	7.	DISCUSSION AND ADJUSTMENT OF AGENDA Board Chair					
6:20	8.	SUPERINTENDENT'S REPORT Dr. Scott Elliott					
6:25	9.	STUDENTS' REPORT  Ms. Haleigh Lawson					
6:30	10.	CONSENT AGENDA  Ms. Isabella Sibaja					
		<ul> <li>A. Approval of Minutes for 11/9/2020</li> <li>B. Surplus Declaration approval</li> <li>C. Budget Amendment</li> <li>D. Lottery Applications</li> <li>E. Approval of Contract for LINQ</li> <li>F. Approval of Contract for WHS Lighting</li> <li>G. Approval of MOU with Watauga County Sheriff for SRO</li> <li>H. Personnel Report</li> </ul>	Dr. Scott Elliott				
6:40	11.	PUBLIC COMMENT	Board Chair				

6:45	12.	BOARD OPERATIONS	Board Chair
6:55	13.	BOARD COMMENTS	Board Chair
7:00	14.	ADJOURNMENT	Board Chair
	15.	MISCELLANEOUS INFORMATION	



# WATAUGA COUNTY BOARD OF EDUCATION

Margaret E. Gragg Educational Center 175 Pioneer Trail Boone, NC 28607 (828) 264-7190 (828) 264-7196

DATE:

November 9, 2020

PRESENT:

Ron Henries, Brenda Reese, Gary Childers, Steve Combs, Jay Fenwick, Dr. Scott Elliott, Superintendent, Dr. Steven Martin, Assistant Superintendent, John Henning, Board Attorney

TIME:

5:30 p.m.

PLACE:

Margaret E. Gragg Educational Center

# **CALL TO ORDER**

Mr. Ron Henries, Board-Chair, called the meeting to order at 5:30PM. He asked for a motion to enter closed session. The motion was made by Steve Combs, seconded by Brenda Reese, and approved by all of the board.

A motion was made by Steve Combs and seconded by Jay Fenwick to move to open session. The motion passed unanimously at 5:56 PM.

Mr. Henries, called the meeting to order in open session at 6:03. He welcomed the recently elected Board members who would begin their tenure on December 14<sup>th</sup>. He noted that all four candidates possessed excellent qualifications, had no agendas and prioritized care for the students of Watauga County Schools. He began the meeting with a moment of silence.

# DISCUSSION AND ADJUSTMENT OF AGENDA

Dr. Elliott noted the addition of item E. Attorney Client to the Closed Session agenda. Dr. Elliott also noted that Ms. Marze would not be in attendance that evening and he would present the highlights of the Budget. Brenda Reese moved to approve the changes to the agenda, which was seconded by Jay Fenwick. The vote to approve the changes was unanimous.

# SUPERINTENDENTS REPORT

Dr. Elliott welcomed Mr. Henries, the board members and Ms. Sibaja.

He began by thanking staff members for their hard work to do everything imaginable to support the Watauga County Schools' (WCS) students through this difficult time. He noted that while many students and staff had continually adjusted, they were students doing very well.

He congratulated the newly elected board members: Mr. Combs, Mr. Cornett, and Mr. Ashcraft. He noted his deep and sincere gratitude for the service of board chair, Mr. Ron Henries and vice-chair, Brenda Reese and the positive and indelible mark they would leave on the school system. He stated that they would be celebrated a little later in the meeting.

Dr. Elliott said that Leadership was developing a plan for remote instruction on inclement weather days. The state requirement of five remote learning days in this calendar year, would be made up of election day, plus four future inclement weather days. Leadership will evaluate their use in this way based on their effectiveness.

Dr. Elliott thanked the school staff members for their flexibility and hard work to make it possible for seven schools to be used as polling locations and to ensure safe and convenient polling locations for Watauga County.

Dr. Elliott noted that a parent survey had been posted the previous week for parents to indicate their preferences for the second semester. He thanked the principals, Ms. Stamey, Ms. Jones, and the entire curriculum team for their hard work on schedules and options for our students.

Dr. Elliott announced that it was National School Psychologists Week, and recognized those within WCS. He stated that they were valued for the many different roles they play in our school system. They are responsible for: the evaluation of students and their input into designing services for students with special needs, are very important members of the WCS crisis response teams, and support of the overall health and wellness of all our students. He thanked Dr. Marcela for his leadership of the school psychologists.

# STUDENTS REPORT

Ms. Isabella Sibaja, student representative noted that students are glad to be back in school. Virtual cheer tryouts had been held. Social media had been used to promote clubs. Freshman orientation was held in October prior to the students' return. Due to a grant, free breakfast and lunch was available to students. Seniors had been working on FAFSA and College applications. It was Career Development month and students were exploring post-secondary options in Major Clarity. Students had been allowed to enter building on Wednesday, which had been a benefit. A COVID Advantage had been the acquisition of more equipment for stations throughout the school since students were not allowed to share.

# **CONSENT AGENDA**

- A. Approval of Minutes for 10/5/20
- B. Surplus Declaration Request
- C. Adoption of Resolution in Support of myFutureNC
- D. Approval of Beginning Teachers Plan Plan
- E. Personnel Report

Gary Childers moved to approved consent agenda items A-E, which was seconded by Steve Combs. The vote to approve was unanimous.

# PRESENTATION OF AUDIT RESULTS

Mr. Mike Wike, of the newly selected Auditing firm, and thanked everyone across the district for their great cooperation and openness to questions and assistance. He complimented the Finance team and their counterparts throughout the school district and noted their expertise.

# PRESENTATION OF THE 2020-2021 BUDGET RESOLUTION

Dr. Elliott spoke about the budget as well as the reason for the WCS budget being approved for the current school year in November. The state had not adopted a budget for the current year, but WCS could no longer wait as the year was drawing to a close and state budget action not likely. Dr. Elliott thanked the Principals for their work as a team to help establish priorities. He noted that in the past few years, there had been a significant change in the process, which streamlined and reduced the time required to create the budget. He highlighted a few items: Electrical service upgrade at schools to prepare for future projects, and lighting for the high school ball field. He noted that the fund balance will be used for part of this work. He also noted that the joint Board of Education and County Commissioners committee would be involved in major expenditures.

Brenda Reese moved to adopt the 2020-2021 Budget Resolution as presented and Jay Fenwick seconded the motion. The vote to approve was unanimous.

# **Recognition and Reception**

Dr. Elliott spoke about the long careers as teachers, administrators, principals and now board members of both Mr. Henries and Ms. Reese. He shared that there would be donations made in their name to the program, school, or classroom of their choice. Plaques and cards were presented, to thank the outgoing Chair and Vice-Chair for their leadership, high expectations, and support of administrators, staff, and teachers. He thanked them for their devotion to and love of WCS. Dr. Fenwick thanked them and recognized their focus. Dr. Childers noted that Ms. Reese was a godsend in service to parents and children, and that she serves on DKG national sorority supporting teachers. He noted her sense of humor, love of poetry. He noted Mr. Henries wide impact on students in the community, coaching sports, football, Watauga Opportunities board, Special Olympics statewide Director, and that he provided lots of fun with a clear focus on the children. He acknowledged and stressed that what they do on the board is very important, but that there would be many other ways to serve in the future. Steve Combs spoke about Mr. Henries good fit when he was a new principal, caring for children, welcoming to parents, beloved by all, friend and colleague, and his honesty and good sense, and his ability as an advisor. He noted Ms. Reese' loved of children and she would do many things for the children that even their parents wouldn't and couldn't do.

Mr. Henries spoke about the best things in life for him: his wife and marriage, his children and association with WCS. Ms. Reese spoke about her long history with the school system and pride in accomplishments. Her donation will go to pre-K. She spoke of her pride in being part of the new Valle Crucis building, and development of teachers. She stressed the importance of getting quality teachers...teachers with integrity. She applauded the Strategic plan, which had been a wonderful and useful tool in decision-making. She said that being a principal was the best job, and loved being able to see teachers in action. She said that WCS was transitioning to a great group of Board members.

Following a break to recognize and celebrate outgoing Board Members Ron Henries and Brenda Reese, the board returned to discuss policies at 7:35.

# **POLICIES: SUBSTANTIVE CHANGES FOR SECOND READ**

3620	Extracurricular Activities and Student Organizations
4325	Drugs and Alcohol
7240	Drug-Free and Alcohol-Free Workplace
7800	Professional and Staff Development
7900	Resignation

Following discussion, Gary Childers moved to approve the policies as written. Steve Combs seconded the motion. The vote to approve was unanimous.

# **PUBLIC COMMENT**

There were no public comments at the November 2020 Board Meeting.

# **BOARD OPERATIONS**

Mr. Henries requested to continue serving on the Recreation Board as an appointed member of the committee as new committee appointments were made. Gary Childers requested to meet formally regarding a phase-in of students. Dr. Elliott spoke about not having the K-5 full-time yet, and that there were several considerations to phasing them back into school. He stated that Principals like have the K-12 on 2X3 Flex plan, and feel that most are comfortable with it. He noted that the COVID metrics in the community metrics were good, but surrounding counties and the state weren't as good. He noted that the goal was to get more students back in school, but only if it could be done safely. Mr. Henries spoke about the positive news of the vaccination, but concerns about holiday events and additional spread. Dr. Fenwick will not be physically in attendance on December and possibly not in January but would like to join the meeting by Google Meet.

# **BOARD COMMENTS**

Mr. Henries spoke about the great working relationship that he had had over the years with the board members and especially with Ms. Reese and Ms. Kinsey; that it had been great years of service. Ms. Reese spoke about many happy years.

# **ADJOURNMENT**

Steve Combs moved to adjourn which was seconded by Brenda Reese. The Board unanimously approved the motion at 7:57PM.

R. Ivan Henries, Board Chair	Dr. Scott Elliott, Superintendent

# **Declaration of Surplus Items - December 2020**

**Date Approved:** 

# **Cove Creek**

Asset #	Quantity	<u>Description</u>	<u> Usable</u>	<u>Unusable</u>
800128	1	SmartTech SmartBoard 680		1
800146	1	NEC NP410 Projector		1
	1	Linksys wireless-G Broadband Router		1
	1	Linksys wireless-G Broadband Router		1
800113	1	Elmo TT-02RX Document Camera		1
800464	1	_ Hp LaserJet 4100N Printer	1	
	6		1	5

# **Green Valley**

Asset #	Quantity	<u>Description</u>	<u>Usable</u>	Unusable
28413	1	Epson Powerlite 98 Projector		1
28412	1	Epson Powerlite 98 Projector		1
50032	1	_ Dell Optiplex 755 Desktop		1
	3	_	0	3

# Hardin Park

Asset #	<b>Quantity</b>	<u>Description</u>	<u>Usable</u>	<u>Unusable</u>
500124	1	NEC NP400 Projector		1
500746	1	HP LaserJet 1200 Printer		1
500230	1	SmartTech SmartBoard 680		1
35938	1	_ Extreme AP510c Access Point		1
	4		0	4

# Parkway

Asset #	Quantity	<u>Description</u>	<u>Usable</u>	<u>Unusable</u>
700119	1	NEC NP400 Projector		1
700103	1	Elmo TT-02S Document Camera		1
700982	1	Dell Optiplex 745 Desktop Computer	1	
700032	1	HP Compaq DC7900 Desktop Computer	1	
700074	1	_ HP Compaq DC7900 Desktop Computer	1	
	5		3	2

# Valle Crucis

Asset #	Quantity	<u>Description</u>	<u>Usable</u>	<u>Unusable</u>
300951	1	Dell Chromebook 11		1
300953	1	Dell Chromebook 11		1
300957	1	Dell Chromebook 11		1
300944	1	Dell Chromebook 11		1
300941	1	Dell Chromebook 11		1
300942	1	Dell Chromebook 11		1
300952	1	Dell Chromebook 11		1
300948	1	Dell Chromebook 11		1
28662	1	Samsung Chromebook 2		1
300947	1	Dell Chromebook 11		1
300946	1	Dell Chromebook 11		1
300943	1	Dell Chromebook 11		1
300950	1	Dell Chromebook 11		1
300955	1	_ Dell Chromebook 11		1
	14		0	14

# Watauga High School

Asset #	Quantity	<u>Description</u>	Usable	Unusable
905804	1	Starting System Trainer		1
905809	1	Charging System Trainer		1
906794	1	Balkamp Scantool		1
		Blue Point Pneumatic AT560 Impact		
904598	1	Wrench		1
904548	1	Hunter Brake Lathe		1
904595	1	Hitachi CP-X260 Projector		1
905808	1	ATech Automotive Switch		1
		Blue Point Pneumatic AT560 Impact		
907386	1	Wrench		1
907383	1	NAPA 1/2" Impact Wrench		1
903220	1	Dell Latitude E5420 Laptop		1
904547	1	ShopVac wet-Dry Vacuum		1
906973	1	Ultra Arago Aligner		1
904659	1	ATD Jump Start ATD5926 Power Supply		1
907379	1	Ingersoll-Rand Pneumatic Impact Wrench		1
906800	1	Two Ton Floor Jack		1
904023	1	Epson Powerlite 460 Projector		1
900589	1	_ Magnum Dual Post E10 Lift		1
	16		0	16

# **Technology Department**

Asset #	Quantity	<u>Description</u>	<u>Usable</u>	<u>Unusable</u>
50592	1	APC Smart UPS 1500 Battery Backup		1
50009	1	_ Dell Poweredge 2950 Server		1
	2		0	2

# **Maintenance Department**

Asset #	Quantity	<u>Description</u>	<u>Usable</u>	<u>Unusable</u>
	75	_ Student Chairs	75	
	75	_	75	

# **Child Nutrition**

Asset #	<b>Quantity</b>	<u>Description</u>	<u> Usable</u>	<u>Unusable</u>
	1	_ Manitowac Ice Machine		1
	1		0	1



# WATAUGA COUNTY BOARD OF EDUCATION

Margaret E. Gragg Education Center 175 Pioneer Trail, Boone, NC 28607

# **MEMORANDUM**

TO:

Dr. Scott Elliott, Superintendent

Members, Watauga County Board of Education

FROM:

Ly Marze, Finance Officer

DATE:

December 14, 2020

RE:

2020-21 Budget Amendment #1

Attached is Budget Amendment #1 that changes totals in Watauga County Schools 2020-21 adopted budget.

After approval of this Budget Amendment, the budget for all funds will appear as follows:

<u>Fund</u>	Adopted <u>Budget</u>	Amendments	Amended <u>Budget</u>
Local Current Expense	\$ 14,187,099	\$ 0	\$ 14,187,099
State Public School	31,070,082	1,127,676	32,197,758
Federal Grants	2,137,133	0	2,137,133
School Nutrition	1,466,500	0	1,466,500
Extended Learning Centers	517,725	0	517,725
Capital Outlay	1,935,000	282,099	2,217,099
Special Revenue	481,602	0	481,602
Total	\$ 51,795,141	\$ 1,409,775	\$ 53,204,916

# Watauga County Schools BUDGET AMENDMENT #1 December 14, 2020

Be it resolved that the following amendments be made to the Budget Resolution for the fiscal year ending June 30, 2021.

# BA #1-1 Explanation:

This amendment is to budget state transfers and additional state allotment dollars as reflected in DPI revisions #1-29.

Account Number	Account Title	<u>Amount</u>
1.5110.001.121	Classroom Teachers	(94,572)
1.5110.003.162	Non-Instructional Support	(22,948)
1.5110.007.121	Instructional Support	(5,918)
1.5120.013.121	Career and Technical Education - MOE	(147,331)
1.5120.014.121	Career and Technical Education - Program	144,550
1.5110.015.311	School Technology Fund	306
1.5110.024.121	Disadvantaged Students Supplemental Fund	(563)
1.5110.027.142	Teacher Assistants	(4,231)
1.5210.029.121	Behavioral Support	117,900
1.5260.034.121	Academically & Intellectually Gifted	(873)
1.5850.039.149	SRO, Nurse, and Security Grants	99,999
1.5410.048.180	Test Result Bonus	4,306
1.5110.055.411	Watauga Innovative Academy .	180,000
1.6550.056.165	Transportation	(2,780)
1.5110.061.411	Classroom Materials and Supplies	(489)
1.5310.069.142	At-Risk Student Services	11,722
1.6400.073.311	School Connectivity	82,511
1.5110.085.462	Excellent Schools Act	43,703
1.5320.121.131	CRF Summer Learning Program	152,586
1.5840.122.311	CRF School Health Support	31,056
1.5110.123.411	CRF Nondigital Resources	9,068
1.5860.124.326	CRF Student Computers and Devices	79,543
1.7200.125.411	CRF School Nutrition	114,863
1.5860.126.462	CRF Personnel Computers and Devices	15,113
1.5860.128.418	CRF Home and Community WiFi	31,876
1.5110.130.412	State Textbooks	(516)
1.5210.132.121	CRF Exceptional Children	173,100
1.6400.135.311	CRF Cybersecurity	8,730
1.5840.137.411	CRF Personal Protective Equipment	106,965
	Total Appropriations	1,127,676
Revenues:		
Account Number	Account Title	<u>Amount</u>
1.3100	State Allocation	1,128,192
1.3211.130	State Textbooks	(516)
	Total Revenues	1,127,676

# Watauga County Schools BUDGET AMENDMENT #1 December 14, 2020

BA #1-2 Explanation:

This amendment is to budget 2019-20 carryover Capital Outlay projects.

Appropriations:

<u>Account Number</u> <u>Account Title</u> <u>Amount</u> 4.5110.901.529.067.336 House Project A 6/7 257,925

Total Appropriations 257,925

Revenues:

Account Number Account Title Amount
4.4910.002 Restricted Fund Balance - Voc. Ed. House 257,925

Total Revenues 257,925

BA #1-3 Explanation:

This amendment is to budget for the bus finance payments allocated through DPI.

Appropriations:

Account NumberAccount TitleAmount4.6550.120.551School Bus Purchase24,174

Total Appropriations 24,174

Revenues:

Account NumberAccount TitleAmount4.3400.120DPI School Bus Purchase Allotment24,174

Total Revenues 24,174

# Approved: APPLICATION PUBLIC SCHOOL BUILDING CAPITAL FUND Date: NORTH CAROLINA EDUCATION LOTTERY County: Watauga County Contact Person: Ly Marze Watauga County Schools LEA: Finance Officer Title: Phone: 828-264-7190 Address: 175 Pioneer Trail, Boone, NC 28607 Project Title: Carpet and Tile Replacements Location: K-12 Schools Districtwide Type of Facility: K-12 Schools 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. (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 within one year following the date of final payment to the Contractor or Vendor. Short description of Construction Project: Replace worn out carpet and/or tile in classrooms for safety **Estimated Costs:** Purchase of Land \_\_\_\_\_ \$ Planning and Design Services \_\_\_\_\_ New Construction \_\_\_\_\_ 30,000.00 Additions / Renovations \_\_\_\_\_ Repair Debt Payment / Bond Payment \_\_\_\_\_ TOTAL \_\_\_\_\_\$ \_\_\_ 30,000.00 Estimated Project Beginning Date: July 2020 Est. Project Completion Date: June 2021 We, the undersigned, agree to submit a statement of state monies expended for this project within 60 days following completion of the project.

The County Commissioners and the Board of Education do hereby jointly request approval of the above 30,000.00 from the Public School project, and request release of \$\_\_\_\_\_ 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)

# **APPLICATION**

Approved:	
Date:	

County: Watauga County	Contact Pe	rson: Ly Marze
EA: Watauga County Schools	Title:	Finance Officer
Address: 175 Pioneer Trail, Boone, NC 28607	Phone:	828-264-7190 .
Project Title: Replace Kitchen and Cafeteria Equ Location: K-8 Schools (Blowing Rock, Green		
Type of Facility: K-8 Schools		
Carolina State Lottery Fund be transferred to the with G.S. 115C-546.2. Further, G.S. 115C-546.  (3) No county shall have to provide matching (4) A county may use monies in this Fund to padministrative units and to retire indebtedness in (5) A county may not use monies in this Fund As used in this section, "Public School Buildings' are used for instructional and related purposes, a maintenance, or other facilities. Applications of the date of final payment to the Contractor or Veil	2 (d) has been an funds pay for school concurred for school to pay for school shall include only and does not inclust be submitted	struction projects in local school construction projects. I technology needs. I facilities for individual schools that de central administration,
Short description of Construction Project: Replace	e dish machine, co	ondenser and evaporator for walk in
cooler and freezer units	e dish machine, co	ondenser and evaporator for walk in
cooler and freezer units Estimated Costs:		ondenser and evaporator for walk in
cooler and freezer units  Estimated Costs:  Purchase of Land		ondenser and evaporator for walk in
cooler and freezer units  Estimated Costs:  Purchase of Land  Planning and Design Services		ondenser and evaporator for walk in
cooler and freezer units  Estimated Costs:  Purchase of Land  Planning and Design Services  New Construction		
cooler and freezer units  Estimated Costs:  Purchase of Land  Planning and Design Services  New Construction  Additions / Renovations	\$\$	55,000.00
cooler and freezer units  Estimated Costs:  Purchase of Land  Planning and Design Services  New Construction  Additions / Renovations  Repair	\$\$	55,000.00
cooler and freezer units  Estimated Costs:  Purchase of Land  Planning and Design Services  New Construction  Additions / Renovations  Repair	\$\$	55,000.00
cooler and freezer units  Estimated Costs:  Purchase of Land  Planning and Design Services  New Construction  Additions / Renovations  Repair  Debt Payment / Bond Payment	\$\$ \$	55,000.00
Estimated Costs:  Purchase of Land  Planning and Design Services  New Construction  Additions / Renovations  Repair  Debt Payment / Bond Payment  TOTAL	\$\$\$\$\$\$\$\$	55,000.00 55,000.00 st Completion Date: _June 2021
Estimated Costs:  Purchase of Land  Planning and Design Services  New Construction  Additions / Renovations  Repair  Debt Payment / Bond Payment  TOTAL  Estimated Project Beginning Date: July 2020  We, the undersigned, agree to submit a statement	\$\$ Est. Project of state monies excation do hereby	55,000.00  55,000.00  St Completion Date: June 2021  expended for this project within 60  cointly request approval of the above from the Public School

(Signature — Chair, Board of Education)

# **APPLICATION**

Approved:	
Date:	
	•

PUBLIC SCHOOL BUILDING CAPITAL NORTH CAROLINA EDUCATION LOTT		ate:
County: Watauga County	Contact P	erson: Ly Marze
LEA: Watauga County Schools	Title:	Finance Officer
Address: 175 Pioneer Trail, Boone, NC 28607	Phone: _	828-264-7190
Project Title: VolP System - Parkway School		
Location: 160 Parkway School Dr, Boone, N	10	
Type of Facility: K-8 School		
(3) No county shall have to provide matching (4) A county may use monies in this Fund to administrative units and to retire indebtedness i (5) A county may not use monies in this Fur  As used in this section, "Public School Bulldings are used for instructional and related purposes, maintenance, or other facilities. Applications of date of final payment to the Contractor or Ver  Short description of Construction Project: Replace	pay for school co incurred for school nd to pay for school s" shall include on and does not include must be submitted	I construction projects. of technology needs. by facilities for individual schools that ude central administration, and within one year following the
Estimated Costs:		
Purchase of Land	\$	
Planning and Design Services		
New Construction		
Additions / Renovations		00.000,08
Repair		
Debt Payment / Bond Payment		
TOTAL	\$	80,000.00
Estimated Project Beginning Date: July 2020	Est. Proje	ct Completion Date: June 2021
We, the undersigned, agree to submit a statement days following completion of the project.	nt of state monies	expended for this project within 60
The County Commissioners and the Board of Ed project, and request release of \$	80,000.00	from the Public School
(Signature — Chair, County Commissioners	<u></u>	(Date)

(Signature — Chair, Board of Education)

(Date)

Approved:	 
Date:	

ounty:Watauga County	Contact Per	rson: Ly Marze
EA: Watauga County Schools	Title:	Finance Officer
ddress: 175 Pioneer Trail, Boone, NC 28607	Phone:	828-264-7190
roject Title: Door Replacements		
ocation: K-12 Schools Districtwide		
/pe of Facility: K-12 Schools		
(3) No county shall have to provide matching for (4) A county may use monies in this Fund to paradministrative units and to retire indebtedness in (5) A county may not use monies in this Fund. As used in this section, "Public School Buildings" are used for instructional and related purposes, as maintenance, or other facilities. Applications mediate of final payment to the Contractor or Ven.	ay for school consturred for school of to pay for school shall include only not does not included to submitted	construction projects. technology needs. facilities for Individual schools that the central administration,
	alagaraam daara	in school buildings for sefety
	classroom doors	in school buildings for safety
stimated Costs:		
	\$	
stimated Costs: Purchase of Land	\$	
Planning and Design Services  New Construction  Additions / Repovations	\$	
stimated Costs:  Purchase of Land  Planning and Design Services  New Construction	\$\$	
Purchase of Land Planning and Design Services New Construction Additions / Renovations Repair	<b>\$</b>	
Purchase of Land Planning and Design Services New Construction Additions / Renovations Repair	<b>\$</b>	
Purchase of Land Planning and Design Services New Construction Additions / Renovations Repair Pebt Payment / Bond Payment TOTAL	\$\$ \$	15,000.00
Purchase of Land Planning and Design Services New Construction Additions / Renovations Repair Pebt Payment / Bond Payment TOTAL Stimated Project Beginning Date: July 2020 Te, the undersigned, agree to submit a statement	\$\$\$\$\$	15,000.00 15,000.00 15,000.00
Planning and Design Services  New Construction  Additions / Renovations  Repair  ebt Payment / Bond Payment	\$\$ Est. Project of state monies exaction do hereby id	15,000.00  15,000.00  Completion Date: June 2021  Expended for this project within 60  Dintly request approval of the above from the Public School

(Signature — Chair, Board of Education)

(Date)

### Approved: APPLICATION PUBLIC SCHOOL BUILDING CAPITAL FUND Date: NORTH CAROLINA EDUCATION LOTTERY County: Watauga County Contact Person: Ly Marze Watauga County Schools Finance Officer LEA: Title: 828-264-7190 Address: 175 Pioneer Trail, Boone, NC 28607 Phone: Project Title: Roof Renovations/Replacements K-12 Schools Districtwide Location:

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...

Type of Facility: K-12 Schools

- (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.
  - (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 within one year following the date of final payment to the Contractor or Vendor.* 

Short description of Construction Project: Renovate/replace sections of roofs on our school buildings **Estimated Costs:** Purchase of Land \_\_\_\_\_\$ Planning and Design Services \_\_\_\_\_ New Construction Additions / Renovations \_\_\_\_\_ 45,000.00 Repair Debt Payment / Bond Payment \_\_\_\_\_ TOTAL \_\_\_\_\_ \$ \_ 45,000.00 Estimated Project Beginning Date: July 2020 Est. Project Completion Date: June 2021 We, the undersigned, agree to submit a statement of state monies expended for this project within 60 days following completion of the project. The County Commissioners and the Board of Education do hereby jointly request approval of the above project, and request release of \$\_\_\_\_\_\_ 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)

Form Date: July 01, 2011



# WATAUGA COUNTY BOARD OF EDUCATION

Margaret E. Gragg Education Center 175 Pioneer Trail, Boone, NC 28607

# **MEMORANDUM**

TO:

Dr. Scott Elliott, Superintendent

Members, Watauga County Board of Education

FROM:

Ly Marze, Finance Officer

DATE:

December 14, 2020

RE:

Recommendation of LINO contract

Attached is a quote from our current financial software provider, LINQ. This contract will be for 5 years and the total cost over the contract period is \$101,700. As our policy 6420 states, any contract in excess of \$90,000 must be approved in advance by the board. Entering into this contract will lock our yearly rate at \$20,340 which is a discount from our variable non-contract rate which was most recently \$22,600 providing a savings of at least \$11,300 over the 5 years.

LINQ has been the district's vendor providing our financial platform for at least the past 20 years in processing payroll, fixed assets, and accounts payable functions. We would recommend continuing with LINQ with this 5 year contract.

# **EMS LINQ**

Connecting the K-12 Community

2528 Independence Blvd Suite 200 Wilmington, NC 28412

Phone: 800.541.8999 Fax: 910.799.5427

Email: margaret@thinklinq.com

Quote #: ... Date: Q-21147-1

11/16/2020 7:21 AM

Expires On:

2/14/2021

## **Customer Contact**

Ly Marze (828)264-7190 marzel@wataugaschools.org Bill To Watauga County Schools

175 Pioneer Trl Boone, NC 28607

SALESPERSON	EMAIL	SERVICE PERIOD	PAYMENT METHOD
Margaret Eubank	margaret@thinklinq.com	12 months	Net 30

### **Terms & Conditions**

# Year 1

(December 1, 2020 - November 30, 2021)

This grouping of products represents your first invoice. It includes your first year subscription products as well as any one-time fees.

QTY	PRODUCT	UNIT PRICE	NET PRICE	EXTENDED
1	LINQ NC - ERP - Annual Subscription	\$20,340.00	\$20,340.00	\$20,340.00
1	LINQ NC - Fund Management	Included	Included	\$0.00
1	LINQ NC - Payroll	Included	Included	\$0.00
1	LINQ NC - Budget Builder	Included	Included	\$0.00
1	LINQ NC - Employee Portal	Included	Included	\$0.00
1	LINQ NC - Fixed Assets	Included	Included	\$0.00
			Subtotal:	\$20,340.00

# Year 2 (December 1, 2021 - November 30, 2022)

QTY	PRODUCT	UNIT PRICE	NET PRICE	EXTENDED
1	LINQ NC - ERP - Annual Subscription	\$20,340.00	\$20,340.00	\$20,340.00
1	LINQ NC - Fund Management	Included	Included	\$0.00
1	LINQ NC - Payroll	Included	Included	\$0.00
1	LINQ NC - Budget Builder	Included	Included	\$0.00
1	LINQ NC - Employee Portal	Included	Included	\$0.00
1	LINQ NC - Fixed Assets	Included	Included	\$0.00
			Subtotal:	\$20,340.00

Year 3 (December 1, 2022 - November 30, 2023)

QTY	PRODUCT	UNIT PRICE	NET PRICE	EXTENDED
1	LINQ NC - ERP - Annual Subscription	\$20,340.00	\$20,340.00	\$20,340.00
1	LINQ NC - Fund Management	Included	Included	\$0.00
1	LINQ NC - Payroll	Included	Included	\$0.00
1	LINQ NC - Budget Builder	Included	Included	\$0.00
1	LINQ NC - Employee Portal	Included	Included	\$0.00
1	LINQ NC - Fixed Assets	Included	Included	\$0.00
			Subtotal:	\$20,340.00

Year 4 (December 1, 2023 - November 30, 2024)

QTY	PRODUCT	UNIT PRICE	NET PRICE	EXTENDED
1	LINQ NC - ERP - Annual Subscription	\$20,340.00	\$20,340.00	\$20,340.00
1	LINQ NC - Fund Management	Included	Included	\$0.00
1	LINQ NC - Payroll	Included	Included	\$0.00
1	LINQ NC - Budget Builder	Included	Included	\$0.00
1	LINQ NC - Employee Portal	Included	Included	\$0.00
1	LINQ NC - Fixed Assets	Included	Included	\$0.00
			Subtotal:	\$20,340.00

Year 5 (December 1, 2024 - November 30, 2025)

QTY	PRODUCT	UNIT PRICE	NET PRICE	EXTENDED
1	LINQ NC - ERP - Annual Subscription	\$20,340.00	\$20,340.00	\$20,340.00
1	LINQ NC - Fund Management	Included	Included	\$0.00
1	LINQ NC - Payroll	Included	Included	\$0.00
1	LINQ NC - Budget Builder	Included	Included	\$0.00
1	LINQ NC - Employee Portal	Included	Included	\$0.00
1	LINQ NC - Fixed Assets	Included	Included	\$0.00
			Subtotal:	\$20,340.00

\$0.00	Tax:
	Shipping:
\$101,700.00	Grand Total:

### **Purchase Order Information**

Is a Purchase Order (PO) required for the purchase or payment of the Services on this Order Form?

If yes, please provide PO Number and Amount below:

Upon signature by Customer and submission to EMS LINQ Inc., this Order Form shall become legally binding unless this Order Form is rejected by EMS LINQ Inc. for any of the following reasons: (1) the signatory below does not have the authority to bind Customer to this Order Form, (2) changes have been made to this Order Form (other than completion of the purchase order information and the signature block), or (3) the requested purchase order information or signature is incomplete or does not match our records or the rest of this Order Form. Subscriptions are non-cancelable before their Order End Date.

This Order Form is governed by the terms of the EMS LINQ Inc. Agreement found at https://www.linq.com/legal/agreements/msa, unless (i) Customer has a written agreement executed by EMS LINQ Inc. for such Services as referenced in the Documentation, in which case such written EMS LINQ Inc. agreement will govern or (ii) otherwise set forth herein.

The Subscription Term for any Services added by Customer after the beginning of the then-current Subscription Term ("Additional Services") shall be coterminous with the then current Subscription Term for the existing Services. Subscription Charges for Additional Services shall be at the Subscriber's Subscription Charges under the then current Subscription Term, unless otherwise expressly agreed by the parties in writing. Any discount provided to Subscriber is applicable only to the initial Subscription Term detailed in this Order Form, unless otherwise expressly agreed by the parties in writing, and will not be applied to any subsequent Subscription Term.

### **AUTHORIZATION**

By signing this Order Form the Customer authorizes that it has read it and agrees to its terms.

**Watauga County Schools** 

Customer: Signature: Name: Business Title: Authority Level: Date:

> Q-21147-1 ©2019 EMS LINQ, Inc. All rights reserved.

Page 3 of 3



November 23, 2020

To: Watauga County Board of Education

CC: Dr. Scott Elliott and Ly Marze

Re: WHS Stadium Lights Replacement

Dear Watauga County Board of Education,

It has been determined we need to carry out the much-needed replacement of lighting at the WHS Stadium. The current lighting in place has lost efficiency, needs constant repairs and is at the low end of the spectrum when it comes to NCHSAA Lighting Standards.

Over the past several months, I have met with several companies who specialize in Sports Lighting in an attempt to find the most cost effective option while providing the best performance to meet our needs and NCHSAA Lighting Standards.

After researching our options and checking references it has been determined we hire Torrence Sports Lighting, Inc. to replace our current GE Halide lights with LED Lighting. In addition to the energy and cost savings of the project, we anticipate deferred maintenance as a result of operational hours due to efficiency.

Torrence Sports Lighting, Inc. is located in Charlotte, NC and has a wide portfolio of venues throughout North Carolina, South Carolina, Tennessee, and Virginia where they have installed lighting. They have a local presence right here in Boone, NC where they currently assist Appalachian State University and Watauga County Parks and Recreation with lighting for athletic fields.

The total cost for the installation is \$181,168.94.

Thank you for your time and consideration.

Jeff Trexler Director of Facilities Watauga County Schools

# Torrence Sports Lighting, Inc.

P.O. Box 410129 Charlotte, NC 28241



Date	Quote #	
11/7/2020	6970	

	Name / Address
	Vatauga County Schools
M	Ir. Jeff Trexler, Director of Facilities
1	75 Pioneer Trail
	oone, NC 28607

Rep	Project
MT	Watauga HS Football Field -LED-Opt 1

Qty	Description	Total
	Job Name: Watauga High School Football Field-Retrofit with LED Sports Lighting Fixtures Retrofit with Geo Sports Elite Series 1000 Watt LED Sports Lighting Fixtures	
88	Geo Sport Elite Series 1000 Watt LED Fixtures with New Fixture Mounting Bolts	0.00T
8	LED Fixtures for Egress Bleacher Lighting with new Fixture mounting Bolts	0.00T
	Freight Included to the Jobsite Sports Lighting will meet and exceed the North Carolina High School Athletic Association Lighting Standards for 50 Foot-Candles.	
	We will assist in the aiming of the lights and the testing of the lights.	
	Labor to install provided in a separate quote by our Sports Lighting Electrical Contractor- Camp Electric Company	
	Sports Lighting Fixture has a 10 year material warranty. We will include two years for labor.	
	Lump Sum Sale	154,725.00T
	Signatue of Acceptance, Date, and Purchase Order Number NC/Watauga Sales Tax 6.75%	10,443.94

Prices valid 60 Days from Quote Date

Terms: Net due 30 days from date of invoice

Phone # 704-587-6692

Fax#	
704-587-3318	

**Total** \$165,168.94

Date: November 7, 2020

Project: Watauga High School Football Field

LED Sports Lighting Fixtures

-Installation for

Location: Boone, NC

239 US 64

Highway - PO Box 1454

From: Jason Camp, VP

**Rutherfordton NC 28139** 

Office (828) 287-7971 - Fax (828) 287-2668

Camp

Electrical

Company NC Electrical License Number: 6864-U

Contract price to install Sports lighting System per Bill of Material per Torrence Sports Lighting Quote.

We will provide all labor and equipment to take down the existing (96) GE Powerspot 1500 watt metal halide fixtures for the football field. We will remove from the site and dispose of or we will leave on site for Watauga High School.

We will provide all labor and equipment to take down the existing (8) Quartz Fixtures for the football field egress bleacher lighting. We will remove from the site and dispose of these.

We will take delivery and install the LED Sports Lighting Football Field Fixtures and Bleacher Egress Lighting supplied by Torrence Sports Lighting, Inc and install these and aim lights per aiming diagrams provided by Torrence Sports Lighting, Inc.

Layout of Field Photometrics and aiming of lights included per photometric designs supplied by Torrence Sports Lighting, Inc.

We are assuming that all wiring and panels from the existing panels up to the fixture location is 100% working properly. If not we will fix time and material with prior approval from Watauga County Schools.

We will aim all fixtures, test all fixtures, provide all light test results, and make any final adjustments necessary.

Since job is a retrofit project we have not included any electrical permits. If electrical permit are required will be an additional charge.

Total Lump Sum: \$16,000.00 plus any electrical permit charge from Town of Boone.

Thank you,

Jason Camp

Vice President of Camp Electric Company, Inc.

June 8th, 2020

Watauga High School Football Boone, North Carolina

# Light-Structure System with Total Light Control – TLC for LED™ technology

### Guaranteed Lighting Performance

Guaranteed light levels

### System Description

- Factory wired and tested remote electrical component enclosures
- Pole length, factory assembled wire harnesses
- Factory wired poletop luminaire assemblies
- Factory aimed and assembled luminaires
- **UL Listed assemblies**

### **Environmental Light Control**

- Spill light minimized
- Off-site glare light minimized

### Control Systems and Services

- Lighting contactor cabinet to provide onsite on/off control
- Control-Link® Control and Monitoring system to provide control and performance monitoring with 24/7 customer support

### Operation and Warranty Services

- Reduction of energy and maintenance costs over typical 1500W metal halide equipment currently in place
- Product assurance and warranty program that covers materials and onsite labor, eliminating 100% of your maintenance costs for 10 years
- Support from Musco's Lighting Services Team over 170 Team members dedicated to operating and maintaining your lighting system - plus a network of 1800+ contractors

### Notes

# Quote is based on:

Confirmation of Voltage/Phase electrical system requirements.

Thank you for considering Musco for your lighting needs. Please contact me with any questions or if you need additional details,

Dina Neeley

Field Lighting Consultant Musco Sports Lighting, LLC

Phone: 336-414-1030 E-mail: dina.neeley@musco.com





# Watauga High School ~ Football Field Boone, NC June 4, 2020

To: Jeff Trexler ~ Director of Facilities Project Number: 1583721 Expiration Date: 07/15/2020

# Field Pro™ ~ Sports Lighting Package

- (72) Field Pro™ 600, 5000K, Minimum 72 CRI, Integral Driver fixtures (73% Energy Savings)
- 20,000 AMP Surge Suppression Device, one per fixture
- 75,000 AMP Surge Suppression Device located at each pole for each circuit
- 200,000 AMP Surge Suppression Device located at each electrical panel
- Includes a (10) year parts and onsite labor warranty
- 50 FC Football Field, 20 FC Track (Meets NCHSAA lighting standards)

### Control Pro DMX™ ~ Wireless Theatrical Controls System

- DMX control system with touchscreen for control of light fixtures with dimming and basic theatrical effects.
- Wireless DMX transmitter
- Directional Outdoor rated antennas and mounting hardware will be installed at press box
- System is equipped with wireless modules to receive DMX signal for theatrical effects (Stadium lights have a fail on feature in the event of lost signal)
- Controls system carries a (10) year parts and labor warranty

### Control Pro™ ~ Wireless Control System

- Wireless controls to turn lights on and off from a web enabled device
- System allows for scheduling up to 10 years in advance
- System has a manual override key switch located on the front of enclosure
- System will be installed where current contacts are located (assumes each pole has a single 600V rated contactor with a 120Vac coil volatge)

### Notes

- This is for a retrofit system. The utilization of existing poles, mounting structures, power feed to top of pole and existing junction boxes at
  poles to be reused.
- Customer to pay all duties, taxes, levies or fees
- Price includes accessing the majority of the poles by climbing. If, the use of a crane is needed the equipment will utilize track mats for minimum damage to playing surface. However any damages to the playing surface will be repaired by Watauga School District.
- Delivery Timing: 8-10 weeks from date of order placement submittal approvals.
- Projected project completion: 2-3 weeks after delivery of fixtures (weather permitting)
- Premier Sports Lighting is not a Licensed Contractor and cannot accept and PO with electrical labor. Two purchase orders must be placed:
   One PO for material and project management to Premier Sports Lighting and the 2nd to the licensed Electrical contractor partner approved by Premier.
- Proposal does not include the addition of an Egress Lighting system.
- Installation includes:
  - Bid assumes power is adequate from panel to pole
  - Demo all existing fixtures
  - Dispose of all fixtures and materials removed during the demo process.
  - Install new LED sports lights.
  - Install Wireless DMX transmitter control cabinet
  - Install antenna on top of press box
  - Laser aiming and testing of all new fixtures.
  - Fixtures will be received at PSL HQ and delivered to job site after demolition is completed by licensed EC



Project: Watauga High School

Date: 1/16/2020 Location: North Carolina

QL#: 20746

# **Retrofit Quotation**

### GAMECHANGER™ Q-LED Lighting System Price, As Detailed Below

\$196,310

Sales tax is not included as part of this quotation. Please provide Tax Exempt Certificate with order if applicable.

# **Energy Efficient System Delivering**

Watauga High School - Boone, NC Football Field Lighting 30 Foot Candle Average Retrofit Q-LED GameChanger

# Qualite GameChanger Systems Description

### WELCOME TO BECOMING A GAMECHANGER

The above price includes the following Q-LED GameChanger™ Lighting System components, installation/retrofit services, customer support, warranty and shipping of the System:

- Q-LED GameChanger™ Lighting System includes GameChanger™ fixtures that are pre-aimed, pre-wired and fully assembled on light stanchions. UL-Listed driver/distribution cabinet that is fully assembled, wired and mounted on light stanchion and installed on your existing sports lighting poles.
- Q-LED Wireless Controls: The first-ever lighting control system qualified and listed by DLC; verified and approved by SSL Labs; the first UL 2900-01 Listed Networked Lighting Controls. Download the O-Controls app from Google Play or the App Store.
- 25-Year or 10,000 hour, Maintenance-Free Warranty.
- Certified Light Level Audit following installation of the Q-LED GameChanger™ Lighting System.
- New pole wiring harnesses and rotary disconnects for each sports lighting pole included in pricing.
- Pole Inspection and/or Recertification for structural integrity (as required).

# Your Qualite Q-LED GameChanger™ Lighting System Retro-Fit/Installation Includes and/or Excludes:

- Offloading, assembly and installation of lighting equipment is included.
- Qualite Sports Lighting's Labor is non-union and is based off Fair Labor Rates.
- Price based on site access sun-up to sun-down, 7 days a week with no work stoppage.
- Owner to provide adequate access to site and each pole for crane and man lift access.
- Any damage to site due to construction is not included. Equipment matting for the job site is <u>not included</u> in the above price.
  - If required, please add \$8,850 per field for protective matting. View Qualite protective mats here.
- Use of existing electrical and conduit is assumed and any site electrical needs will be quoted seperately and as needed.
- Removing of existing lighting from poles and placing on site for owner use/removal. If required, please add \$875 per field for disposal.
- Concrete cutting is not included in the cost.
- All necessary labor, equipment, insurance and misc. materials are included. Project permits and bonding are not included.



Project: Watauga High School

Date: 1/16/2020 Location: North Carolina

QL#: 20746

# Controls/Warranty/Shortages/Freight Damage/Replacement Parts

- Controls: If the invoice is not paid in full in 30 days, the controls will be deactivated and there will be a \$1,900 reactivation fee.
- Warranty: Outstanding invoices, in excess of 90 days, shall temporarily void all warranties until invoice is paid in full unless other terms
  are agreed upon by all parties. Damage or misalignment caused by vandalism, abuse, adverse weather conditions, twisting or improper
  installation of poles will not be warrantied.
- Shortages/Freight Damage: In the event there is a piece shortage or damage at the time of delivery, the Bill of Lading or Freight Receipt must be signed short/damaged or Qualite Sports Lighting, LLC cannot guarantee that parts can be replaced on a no-charge basis. Any hidden shortages will be handled directly from Qualite Sports Lighting, LLC. Hidden shortages must be reported within 10 days, in written form, after receipt of shipment. Replacement parts will be shipped by common carrier only. Expedited delivery is the responsibility of the customer. Qualite Sports Lighting, LLC cannot be responsible for back-charges due to damages, delays, construction schedules, shortages or expedited delivery service.
- Replacement Parts: Any damaged or shortage parts will be replaced directly from Qualite Sports Lighting, LLC. Back-charges for locally-purchased replacement parts will not be honored without prior Qualite Sports Lighting, LLC written authorization.

# Cooperative Purchasing

- BuyBoard Cooperative Purchasing: www.buyboard.com Contract: 512-16.
- COSTARS: The Commonwealth of Pennsylvania's Cooperative Purchasing Program. www.costars.state.pa.us. Contract: COSTARS-14-216.
- TIPS: The Interlocal Purchasing System. www.tips-usa.com. Contracts: Trades, Labor and Materials (IOC), 170201; Lighting Systems, Parts and Installations, 18060201; and Lighting Systems, Parts and Installations (IOC), 18060202.

### Design Disclaimer

- This information is confidential and proprietary to Qualite Sports Lighting, LLC and is not to be revealed or distributed to others without the
  permission of Qualite Sports Lighting, LLC or used in any manner detrimental to the interest of Qualite Sports Lighting, LLC.
- Guaranteed for the rated life of the lamp within +/- 10% of the light level indicated. Based on the proper installation, voltage +/- 3%, pole
  placement and mounting height within 3 feet of specified location and height. Poles to comply with current AASTHO Standards.
- Individual points may vary from predictions. Uniformities guaranteed to meet the IESNA's recommendation (unless shown higher due to design criteria).

# **Ouote and Payment Terms/Delivery of Products**

This quote is valid for 90 days.

The price of the concrete poles is also good for 90 days. The price of steel poles is good for 30 days because of changing steel and tariff charges.

Fifty percent (50%) of the purchase price will be required at the time of order placement. Forty percent of the contract balance is due before shipment and the balance is due 30 days from date of the invoice. A late payment fee of 1.5% per month or 18% annual interest will be charged on accounts 30 days or more past due. All invoices are due within payment terms, regardless of construction schedules or other delays, unless prior arrangements have been made in writing. For orders outside the United States of America, payment terms are fifty percent (50%) down in U.S. dollars via wire transfer and balance is to be paid in full prior to shipping. Any order under \$10,000 must be paid in full prior to shippent of products.

Delivery of Qualite Sports Lighting products should be expected four to six weeks from signed submittal release unless prior arrangements have been made.

## MEMORANDUM OF UNDERSTANDING

### between

# Watauga County Board of Education and Watauga County Sheriff's Office for the School Resource Officer Program

This Agreement, entered into this <u>13th</u> day of November, 2020, between Watauga County Board of Education, a public body corporate organized and existing under the Constitution and laws of the State of North Carolina, hereinafter referred to as the "School Board," and the Watauga County Sheriff's Office, a law enforcement agency organized and existing under the laws of the State of North Carolina, hereinafter referred to as the "Sheriff's Office",

Witness that:

The School Board and Sheriff's Office mutually agree as follows:

## 1. THAT THE SCHOOL BOARD SHALL:

- a. Provide office space, access to telephone and internet, and basic office supplies.
- b. Develop desired schedule of work for the School Resource Officer, understanding that the School Resource Officer will comply with the Watauga County Sheriff's Office Personnel Policies as a Watauga County employee.
- c. Provide funding available, in the discretion of the School Board, for law enforcement and school safety purposes to the Sheriff's Office, including any funds received from the North Carolina Department of Public Instruction's School Safety Grants program obtained for the purpose of providing School Resource Officers from the Sheriff's Office. The funds to be provided are listed on Schedule A, which shall be updated by agreement of the parties from time to time, at least yearly, to reflect funds provided.

# 2. THAT THE SHERIFF'S OFFICE SHALL:

- a. Cause to be provided, at Sheriff's Office expense, for and on behalf of the School Board the School Resource Officers listed on Schedule B, to carry out the duties and responsibilities listed in this agreement. The School Board or their representatives will approve the officers to be assigned. Schedule B shall be updated from time to time, as necessary to reflect the number of School Resource Officers to be supplied.
- b. Assist school officials in lawfully responding to any law enforcement requests for confidential student and employee records pursuant to state law, federal law, and School Board Policy 5120 and associated procedures. Student education records obtained by the Sheriff's Office or the School Resource Officer during the course of service pursuant to this Agreement shall be kept confidential and managed pursuant to section 3 of this Agreement. Nothing in this Agreement shall be construed to constitute a waiver of, or to in any manner diminish the provisions for, confidentiality of student records.
- c. For the purpose of reviewing the School Resource Officer's performance as contemplated herein, allow full access to the personnel file of the School Resource Officer to the Superintendent or the Superintendent's designee, provided the Resource Officer consents and signs a written release in accordance with N.C.G.S. 160A-168(c)(6), and provided that the information in such file is kept confidential and not further disclosed.

d. Provide, to the extent that Sheriff's Office resources permit, an officer to temporarily perform School Resource Officer duties on occasions that the assigned School Resource Officer is unavailable to work.

# 3. STUDENT EDUCATION RECORDS

The SRO shall comply with all applicable laws, regulations, and School Board policies, including but not limited to laws, regulations and policies regarding access to confidential student records, provided that SROs shall under no circumstances be required or expected to act in a manner inconsistent with their duties as law enforcement officers. The SRO may have access to confidential student records or to any personally identifiable information of any NCCS student, only to the extent allowed under the Family Educational Rights and Privacy Act (FERPA) and applicable School Board policies and procedures. SROs shall not automatically have access to confidential student records or personally identifiable information in those records simply because they are conducting a criminal investigation involving a student. School officials may, however, share relevant confidential student records and personally identifiable information contained in those records with SROs under any of the following circumstances:

- a) The SRO has written consent from a parent or eligible student to review the records or information in question.
- b) The principal or designee reasonably determines that disclosure to the SRO without parental consent is necessary in light of a significant and articulable threat to one or more person's health or safety.
- c) The disclosure is made pursuant to a valid subpoena or court order, provided that advance notice of compliance is provided to the parent or eligible student so that they may seek protective action from the court, unless the court has ordered the existence or the contents of the subpoena or the information furnished in response to the subpoena not be disclosed.
- d) The information disclosed is "directory information" as defined by NCCSBOE Policy and the parent or eligible student has not opted out of the disclosure of directory information.
- e) The disclosure is otherwise authorized under FERPA, its implementing regulations, and applicable NCCS policies and procedures.

# 4. REPORTING AUTHORITY:

- a. For issues of school policy, the School Resource Officer will follow recommendations and coordinate activities with the administration of Watauga County Schools.
- b. For all other law enforcement duties and general supervision as per Watauga County and Watauga County Sheriff's Office Personnel Policy, the School Resource Officer will report to the Watauga County Sheriff's Office.

# 5. PERFORMANCE RESPONSIBILITIES:

The purpose of the School Resource Officer position is to create a safe, inviting, and engaging learning environment for all students and school staff members.

In addition to the specific duties set forth in sections 6-8 below, the general duties of the School Resource Officer shall include:

- a. Protect students, staff, visitors and property of the school.
- b. Investigate criminal activity on school property.
- c. Assist other law enforcement agencies as requested.
- d. Assist social services and mental health agencies as requested.
- e. Patrol areas of school campus as directed or needed.
- f. Assist in medical emergencies as needed.
- g. Counsel school staff in crisis prevention and intervention.
- h. Conduct informal counseling with students and families.
- i. Coordinate with school administration to ensure the appropriate delineation of roles and duties between law enforcement and school administration. As such, the School Resource Officer:
  - i. Will be trained in the legal standards governing searches and interrogations of minors by law enforcement officers pursuing criminal investigations, including the standards of juvenile *Miranda*;
  - ii. Will report issues of routine school discipline to school officials and not independently investigate issues of school discipline;
  - iii. Will not ask school officials to initiate a search or interrogation for purely law enforcement purposes;
  - iv. Will not be asked to participate in the investigation of routine school discipline by school officials unless necessary to protect the safety of persons;
  - v. Will promptly notify school officials whenever a student is questioned on school premises for a law enforcement purpose and/or when law enforcement action is taken against any student unless such notice would compromise an active investigation; further, the School Resource Officer will consult with school officials as to whether the parent(s) or guardian of a minor should be contacted with respect to any of the foregoing; and
  - vi. Will assist school officials in lawfully responding to any law enforcement requests for confidential student and employee records consistent with state and federal law.

# 6. PREVENTION:

- a. Establish positive relationships between the officer and the student population.
- b. Assist other agencies such as social services, mental health and other organizations which provide services and care to school system employees, students and families.
  - c. Receive training in Conflict Resolution and Peer Mediation.
- d. Assist students and teachers through Conflict Resolution classroom activities, assemblies and informal discussion.
  - e. Work with training team to conduct staff development in Conflict Resolution strategies.
  - f. Assist in training students in Peer Mediation.
  - g. Serve as a resource for parents and students.
  - h. Maintain a crime prevention tip-line or website.

# 7. INTERVENTION:

- a. Identify causes of violence in the schools.
- b. Educate students with respect to the consequences of violence and criminal behavior.
- c. Investigate criminal activity against school property, personnel, students and visitors.
- d. Provide and/or coordinate law enforcement at school activities.
- e. Assist local law enforcement authorities in school-related matters as requested.
- f. Serve as liaison between law enforcement and school officials, students and parents.

- g. Keep a log of activities relating to class, student and parent contacts.
- h. Review and access school security video limited to the investigation of suspected crimes.
- i. Any other duties assigned by the Watauga County Sheriff's Office.

# 8. CRITICAL KNOWLEDGE, TRAINING OR CERTIFICATION:

- a. Basic Law Enforcement training.
- b. Certified as a North Carolina Law Enforcement Officer sworn by the Watauga County Sheriff's Office.
- c. General experience in law enforcement with specialized knowledge of and/or experience in dealing with substance abuse, juvenile law and operating standards of accepted School Resource Officer procedures.
- d. Crisis Prevention and Intervention training.
- e. Successful completion of School Resource Officer Certification from the NC Justice Academy.

# 9. TERM AND TERMINATION:

- (a) The term of this MOU shall begin on the 1<sup>st</sup> day of November, 2020. The parties shall review the terms of this MOU at least annually and may amend it at any time in writing and by mutual agreement.
- (b) Either party may terminate this Agreement without cause on 90 days notice in writing to the other party;
- (c) Either party may terminate this Agreement immediately for cause, upon giving written notice to the other party, in the event that the general counsel of the party terminating the Agreement provides a written statement that in his or her good faith legal opinion it is not legally permissible for that party to continue to substantially comply with this Agreement.
- (d) In the event the School Board is dissatisfied with the performance of any assigned SRO, the Board shall consult with the Watauga County Sheriff and the parties shall negotiate in good faith so as to reasonably satisfy the Board, either by improvement in the performance of the SRO or by assignment of a different officer to serve as SRO. In the event the Board remains dissatisfied despite the foregoing efforts, the Board may terminate this Agreement upon 30 days written notice.

In the event of termination, for whatever cause, the School Board shall provide funding as specified herein, prorated through the effective date of the termination.

# 10. MISCELLANEOUS PROVISIONS

(a) Relationship of Parties. The School Board and the Sheriff's Office shall be independent contractors, and nothing herein shall be construed as creating a partnership or joint venture; nor shall any employee of either party be construed as employees, agents, or principals of any other party hereto. Each party maintains control over its personnel and any employment rights of personnel assigned under this MOU shall not be abridged. Each party agrees to assume the liability for its own acts or omissions, or the acts or omissions of their employees or agents, during the term of this Agreement to the extent permitted under North Carolina law. Nothing herein shall waive the right of either party or any of their respective employees to assert applicable immunities in the event of any lawsuit,

including but not limited to sovereign immunity, governmental immunity, qualified immunity and/or public official immunity.

- (b) Governing Law; Venue. This MOU shall be governed by the laws of the State of North Carolina. The venue for the initiation of any such action shall be Boone, North Carolina.
- (c) Amendments and Modifications; Additional Policies and Procedures. This MOU may be modified or amended by mutual consent of the parties as long as the amendment is executed in the same fashion as this MOU. Notwithstanding the foregoing, the parties may develop additional policies and procedures by consent to implement this MOU, including but not limited to policies and procedures regarding reporting requirements and sharing information between the School Board and the Sheriff's Office. Further, each party may develop internal policies and procedures to implement their respective obligations under this MOU.
- (d) <u>Entire Agreement.</u> This MOU constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, whether written or oral, relating to the subject matter of this MOU.
- (e) <u>Severability.</u> In the event that any provision of this MOU shall be invalid, illegal or otherwise unenforceable, the validity, legality, and enforceability of the remaining provisions shall in no way be affected or impaired thereby.
- (f) <u>Third Party Benefits.</u> The services provided by the Sheriff's Office pursuant to this MOU shall not violate or in any way infringe on the rights of any third parties; provided, however, that nothing in this MOU shall be construed to create any right or remedy on the part of third parties.
- (g) <u>Counterparts.</u> This MOU may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together constitute one and the same instrument.

IN WITNESS WHEREOF, the parties set their hands and seals in Boone, Watauga County, North Carolina.

WATAUGA COUNTY	WATAUGA COUNTY BOARD OF EDUCATION
Sheriff	Chairman
ATTEST:	ATTEST:
County Manager	Superintendent

# Schedule A: Funding Provided by the School Board

Fiscal Year:	Amount Provided:
FY 2020-2021	\$64,000 (pro-rated for this year. It will be \$72,000 in future full fiscal years.)

# **Schedule B: School Resource Officer Assignments**

School Year - Number of Officers:	Assigned School:
FY 2020-2021 – SROs (change to 5)	[list] Watauga High School and all K-8 schools