



# Watauga County Board of Education

OFFICE OF THE SUPERINTENDENT  
MARGARET E. GRAGG EDUCATION CENTER  
175 PIONEER TRAIL BOONE, NC 28607

TEL: (828) 264-7190  
FAX: (828) 264-7196

## WATAUGA COUNTY BOARD OF EDUCATION MEETING

April 8, 2019

5:30 P.M.

- |      |    |   |  |
|------|----|---|--|
| 5:30 | 1. | <b>CALL TO ORDER</b>  | Board Chair                              |
| 5:32 | 2. | <b>CLOSED SESSION</b>   |  |
|      |    | A. Approval of Minutes  |  |
|      |    | B. Reportable Offenses – N.C.G.S.115C-288(g)  |  |
|      |    | C. Student Records - N.C.G.S.143-318.11(a)(1)   |  |
|      |    | D. Personnel – N.C.G.S.143-318.11(a)(6)   |  |
|      |    | E. Attorney Client – N.C.G.S.143-318.11(a)(3)   |  |
| 6:00 | 3. | <b>OPEN SESSION/WELCOME/MOMENT OF SILENCE</b>   | Board Chair                              |
| 6:03 | 4. | <b>DISCUSSION AND ADJUSTMENT OF AGENDA</b>  | Board Chair                              |
| 6:06 | 5. | <b>PUBLIC COMMENT</b>   | Board Chair                              |
|      |    | <b>Note: Anyone who wishes to address the Board should sign the Public Comment Roster</b> |  |
| 6:08 | 6. | <b>SUPERINTENDENT’S REPORT</b>  | Dr. Scott Elliott                        |
| 6:13 | 7. | <b>STUDENTS’ REPORT</b>   | Ms. Isabelle Trew<br>Ms. Emerson Huffman |
| 6:18 | 8. | <b>PUBLIC RECOGNITION</b>   |  |
|      |    | A. National Board Certified Teachers  | Ms. Tamara Stamey                        |
|      |    | B. National Social Workers Month Recognition  | Dr. Paul Holden                          |
|      |    | C. National School Library Month Recognition  | Mr. Ike Smith                            |
|      |    | D. Price-Deverick Scholarship Recipients  | Ms. Wendy Jessen/Dr. Don Presnell        |
|      |    | E. Mock Trial winners   | Mr. Ike Smith                            |
|      |    | F. Math Counts Recognition  | Dr. Stephen Martin                       |
|      |    | G. State Science Fair winners   | Alyson McFalls                           |
|      |    | H. National Geography Bee State Competition   | Ms. Natalie Willis                       |
|      |    | I. NC State Science and Engineering Fair  | Ms. Sarah Hilton                         |
|      |    | NC Student Academy of Science Oral Competition  |  |

**6:53 9. CONSENT AGENDA**

- |    |  |                   |
|----|--|-------------------|
| A. | Approval of Minutes for 3/11/19, 3/25/2019                   | Dr. Scott Elliott |
| B. | Field Trip Approvals   |                   |
| C. | School Nutrition Bid and Proposal Renewals Approval          |                   |
| D. | Surplus Declaration Request                                  |                   |
| E. | Presentation of 2019-2020 Current Expense and Capital Outlay |                   |
| F. | Personnel Report   |                   |

**6:59 10. MEDIA CENTER UPDATE** Mr. Ike Smith

**7:15 11. CONTRACT FOR FACILITY RENOVATION DESIGN WORK** Mr. Daniel Clark

**7:20 12. PRESENTATION OF STUDENT WELLNESS PLAN** Dr. Paul Holden

----- BREAK -----

**7:35 13. POLICIES FOR FIRST READ** Dr. Wayne Eberle

- |      |                        |
|------|------------------------|
| 1310 | Board Member Elections |
| 1370 | Board Committees       |
| 3102 | Online Instruction     |

**7:45 14. POLICIES FOR REPEAL** Dr. Wayne Eberle

- |           |   |
|-----------|---|
| 4.01.35   | Media and Technology Advisory Committee |
| 3100-R(1) | Elementary Curriculum Committee         |
| 3100-R(2) | High School Curriculum Committee        |
| 4.04.90   | Distance Learning Policy                |

**7:50 15. POLICIES FOR SECOND READ** Dr. Wayne Eberle

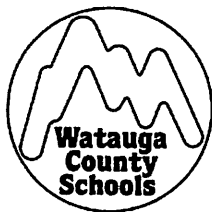
- |           |   |
|-----------|---|
| 3470-4305 | Alternative Learning Programs   |
| 4125      | Homeless Students   |
| 4200-7270 | School Safety   |
| 4333      | Weapons, Bomb Threats, Terrorist Threats, and Clear Threats to Safety |
| 4400-R(1) | Attendance – High school  |
| 5025      | Prohibition of Drugs and Alcohol                                      |
| 6125      | Administering Medicine to Students                                    |
| 6220      | Operation of School Nutrition Services                                |

**8:00 16. BOARD OPERATIONS**

**8:05 17. BOARD COMMENTS**

**8:10 18. ADJOURNMENT**

**19. MISCELLANEOUS INFORMATION**



# Watauga County Board of Education

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MARGARET E. GRAGG EDUCATION CENTER  
175 PIONEER TRAIL BOONE, NC 28607

TEL: (828) 264-7190  
FAX: (828) 264-7196

**DATE:** March 11, 2019

**PRESENT:**

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

**TIME:** 5:30 p.m.

**PLACE:** Margaret E. Gragg Education Center

## **CALL TO ORDER**

Mr. Ron Henries, Board Chair, called the meeting to order at 4:30 PM.

## **CLOSED SESSION**

Mr. Henries called for a motion to enter closed session. The motion was made by Steve Combs and seconded by Brenda Reese. The vote to enter closed session was unanimous. Closed session opened at 4:30 under Reportable Offenses – N.C.G.S.115C-288(g), Student Records - N.C.G.S.143-318.11(a)(1), Personnel – N.C.G.S.143-318.11(a)(6), Attorney Client – N.C.G.S. 143-318.11(a)(3) at 5:21 PM. A motion was by Jay Fenwick and seconded by Steve Combs to adjourn to open session, and unanimously approved at 5:55 PM.

## **OPEN SESSION**

The meeting was called to order in open session at 6:00 PM by Ron Henries. He began the meeting with a moment of silence.

## **DISCUSSION AND ADJUSTMENT OF AGENDA**

There were no changes to the agenda.

## **PUBLIC COMMENT**

Mr. David Aaron Grig spoke at the March 2019 Board of Education meeting expressing his concern about clinical professional bullying. He stated his feeling that students have been encouraged by school staff to express negative information about their home life. He felt that this would only increase with the addition of a Masters/Doctorate in Psychology program at ASU.

## **SUPERINTENDENT'S REPORT**

Dr. Elliott welcomed Mr. Henries, the board members, student representatives, Ms. Trew and Ms. Huffman, Mr. John Henning, Board Attorney, and other staff and administration present. He

welcomed special guests from the Kiwanis Club, Mr. Woodrow and Mr. Hughes, Dr. Chris Blanton, and the Watauga County Schools' Social Workers.

Dr. Elliott shared information about the makeup plan for February and March missed days which will be on June 11<sup>th</sup> and June 12<sup>th</sup>. At this time, Watauga County Schools (WCS) would be leaving spring break intact with five full days, the last student day for the school year as an early dismissal on June 12<sup>th</sup>, and a mandatory work day for teachers on June 13. He stated that a decision and official announcement about graduation would be made no later than April 1.

He highlighted the proposed HB 207, filed by Rep. Russell, which would give school systems some additional flexibility with their start date. He stated that he not know the likely success or failure of that bill, but that the district should begin thinking about the options in the event that it passes. He noted that two possible calendar options have start dates for students of August 7 and another with a start date of August 12. The current calendar shows a school start date on August 19. The calendar options will be posted on the county website for the public to view. These calendars are hypothetical at this point, but WCS hopes to see some changes in the calendar law this year.

He noted that, as of that day, Watauga County Schools had completed 119 days of school and 738.5 hours of instruction.

### **STUDENT REPORT**

Ms. Isabelle Trew and Ms. Emerson Huffman presented their report on activities at the high school. They noted that students had chosen their classes for the 2019-2020. Ms. Huffman described Mountain Alliance's Rolling Academy, a two-week learning adventure which is open for applications. Playmakers performed Punchline on February 23<sup>rd</sup>, Varsity Women's basketball made it to 2nd round playoffs, and spring sports began their playoffs that week. On February 28<sup>th</sup>, Pacers performed a dance show. Students Against Destructive Decisions, the SADD club, is a new club which helps to promote positive decision-making in teens. Caldwell Community College is hosting a FAFSA night for college-bound students. DECA competes during the second week of March in their state competition. The Health Occupation Students of America Club (HOSA) and Future Farmers of America club (FFA) have participated in competitions. There was an art show of high school students work displayed at the Jones' House during the previous week. Juniors will take the ACT on March 12<sup>th</sup>. Mr. Henries noted the schools who beat the Women's WHS basketball and prevented them from advancing in the playoffs were the two teams who went to the state conference competition.

### **PUBLIC RECOGNITION**

Mr. Henries introduced Ms. Stamey who recognized the Kiwanis handwriting winners: Patchcharapha (Min Min) Rodjanapradit, Natalie Fitch, Sydney Marsh, Sydney Ricker, Olivia Rice, Sacha Frindethie, Brianna Anderson, Katie Durham and Willa Rupp and Boaz Henderson. These students had previously been given a cash award, a pen and pencil set, and a certificate. Ms. Stamey recognized Mr. Chris Hughes and Dr. Larry Woodrow of Kiwanis who told a story about the importance of cursive writing.

Dr. Holden recognized the school Social Workers whose mission it is to make certain that students have everything that they need to learn when they arrive at school. The first week of March is National School Social Workers week. He recognized two of the five social workers, Meagan Langdon and Heather Holbrook, present that evening. Mr. Henries noted the importance of the social workers' value to our school system.



Dr. Martin recognized Dr. Chris Blanton, a 2002 graduate of Appalachian State, a previous teacher, and an assistant principal who completed his Masters at Western Carolina and his doctorate at Gardner Webb. Dr. Blanton came to Watauga High School (WHS) in 2017-2018 as the principal, and has increased academic achievement, instituted FLEX and Professional Learning Communities, is a caring principal who has achieved success, and was recognized by his peers a few weeks ago as the 2019-2020 Principal of the Year. Dr. Blanton thanked the board, stating that he was thankful for the opportunity to work in Watauga County Schools. He noted that the faculty, staff and students work as a team to achieve success at Watauga High.

## **CONSENT AGENDA**

Brenda Reese moved to approve items A through H of the consent agenda, which was seconded by Jay Fenwick. The vote to approve these items was unanimous.

## **TECHNOLOGY UPDATE**

Ms. Nancy Zeiss presented the recent activities of the Technology department as well as their future plans

The five-year Technology roadmap, including funding sources replaces, the previous state-required plan, including infrastructure, cyber-security and other aspects of technology as required by board policy.

E-Rate funds connectivity in schools in terms of network access and hardware. It is supplemented by local funds and the NC Department of Public Instruction.

She noted that open staff positions had been filled from within the district. Two staff members visit every school each week, and increased presence is possible due to fewer repairs with Chromebooks versus windows devices. There are an average of 20 support tickets per week.

Classroom technology includes projectors, 23 flat panel displays, nine of which act as smart boards, speakers, and document cameras. There are 255 smartboards which are being replaced by flat panel monitors which take the place of projectors, smartboards, and speakers. Interactive flat panels cost \$5,000 each but have a longer lifespan.

Cyber-Security and Disaster recovery has been increased by installing security patches on all devices. Malware has been purchased. A state MCNC-provided program scans for server issues and risks. A newsletter is published several times per year to increase awareness. A replication of our server has been established at an alternate site and is waiting should we experience an attack. We have cyber liability insurance. Plans are made for future tightening of access and a documented incident response plan.

Regarding school safety, technology has been involved with access control door panels and visitor management systems (Lobby Guard) at all schools. Now, everyone who enters the schools are properly identified. Touch panels will probably be added. Camera surveillance has been increased with 5-62 per school using DVR and server storage at the high school. Parkway and Blowing Rock still need to be upgraded. The upgrades include 78 cameras at WHS with some not on the integrated storage server. There are plans to increase storage for images allowing longer retention times.

Gaggle, is the contracted vendor to flag violations, content, and potential safety situations which are identified in student email and network storage, and have been felt to be critical to students' safety.

This year, the number of touch Chromebooks increased, and Apple devices decreased.

A survey of 1307 students from grades 7-12 showed that students use their devices for collaboration and communication, as well as many other things. This addresses two of the four "Cs" of 21<sup>st</sup> Century learning. There was an 85% response that school devices were used at home. Teachers use and would like more computers for assessment, collaboration, and use of digital content. One

hundred seventy devices will be purchased to replace previous ones for teachers, representing about a third of teachers. Replacement will be phased over the coming years. Pursuant to the Strategic Plan, grade six will be next for a 1 to 1 ratio in student devices. Ms. Zeiss is looking at Touch Chromebooks for lower grades. Grades 3, 4, and 5 have a ratio of one device per two students.

Dr. Elliott recognized that Ms. Martha Trimble had been present to observe the board meeting as part of her internship.

Following a brief break, the meeting resumed at 7:10.

### **SUBSTANTIVE POLICIES FOR FIRST READ**

Dr. Eberle presented the policies for first read which were mostly rewritten to increase readability:

3470-4305	Alternative Learning Programs
4125	Homeless Students
4200-7270	School Safety
4333	Weapons, Bomb Threats, Terrorist Threats, and Clear Threats to Safety
4400-R(1)	Attendance – High school
5025	Prohibition of Drugs and Alcohol
6125	Administering Medicine to Students
6220	Operation of School Nutrition Services

The policies were discussed. They will be presented for second read in April.

### **SUBSTANTIVE POLICIES FOR SECOND READ**

Dr. Eberle presented the policies for second read which were:

6401-9100	Ethics and the Purchasing Function
6450	Purchasing of Services
6560	Disposal of Surplus Property
7130	Licensure
7300	Staff Responsibilities
7730	Employee Conflict of Interest
7920	Reduction in Force: Teachers and School Administrators

Following discussion, Steve Combs moved to approve the above policies, and the motion was seconded by Jay Fenwick. The motion passed unanimously.

Dr. Eberle noted that the policies for first read will complete the review of the fall batch of policies for updates, and no spring updates have been received. Policies with outdated numbering system will most likely be presented for repeal in May and some policies may be updated to include this policy information at that point.

### **CLOSED SESSION**

Mr. Henries called for a motion to enter closed session. The motion was made by Brenda Reese and seconded by Jay Fenwick. The vote to enter closed session was unanimous. Closed session opened at 7:48 under § G.S. 143-218.11(a)(5) – To establish, or to instruct the Watauga County Board of Education's staff or negotiating agents concerning the position to be taken by or on behalf of the Board in negotiating the price and other materials terms of a contract or proposed contract

for the acquisition of real property. A motion was made by Steve Combs and seconded by Brenda Reese to adjourn to open session, and unanimously approved at 8:35 PM

## **OPEN SESSION**

### **CONSIDERATION OF CONTRACT APPROVAL (IF NECESSARY)**

Steve Combs moved to approve purchase of a parcel of property in Valle Crucis containing 14.4 acres for the purchase price of \$1,105,000 which was seconded by Brenda Reese. Mr. Henning noted that they would be authorizing Dr. Elliott to notify the commissioners of their intent to purchase from the fund balance. Dr. Childers commented that he appreciated Dr. Elliott's work, reflection and sensitivity, and investigation with all the right intentions to be for the benefit of the Valle Crucis community. Dr. Fenwick concurred. Mr. Combs stated that this would be the best decision to provide a positive learning environment for the students and teachers. Ms. Reese concurred with Mr. Combs comments. Mr. Henries commented that this was a decision of a lifetime, an investment in the future, and that he fully supported the decision. Dr. Elliott stated that he appreciated the support of the Board and their financial responsibility over the years to be able to fund the purchase of the property with the fund balance. The vote to approve was unanimous.

### **BOARD OPERATIONS**

Steve Combs nominated Haleigh Lawson to serve as the Junior Student Representative to the board beginning in August 2019. Mr. Henries commented that all students interviewed were exemplary examples of our high school students. The nomination was seconded by Jay Fenwick, and the vote was unanimous.

Dr. Elliott stated that due to Kindergarten orientation, the administration will scrutinize applications to transfer to Hardin Park, Parkway, and Blowing Rock to allow room for new students moving into those districts. There may be waiting lists for students seeking reassignment to other schools.

### **BOARD COMMENTS**

Dr. Childers spoke about Watauga Education Foundation's positive impact on our school system. Mr. Henries spoke of the positive funding for education being proposed by the Governor in his budget.

Mr. Combs spoke about how impressed he was with the bright students that were represented by the group interviewed that night, and that they were evidence of the reasons that WCS is the school system that it is.

Ms. Reese was impressed with the breadth of activities in which the students were involved.

Dr. Fenwick reiterated a comment made by the potential student representative about how she had been influenced by hearing a board member speak about leadership while in middle school.

### **ADJOURNMENT**

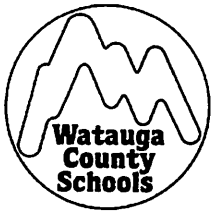
Gary Childers moved to adjourn, which was seconded by Brenda Reese, and approved by all members at 8:44 PM.

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R. Ivan Henries, Board Chair

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Dr. Scott Elliott, Superintendent



# Watauga County Board of Education

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TEL: (828) 264-7190  
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**DATE:** March 25, 2019

**PRESENT:**

Ron Henries, Brenda Reese  
Gary Childers  
Dr. Scott Elliott, Superintendent,  
Dr. Stephen Martin, Asst.  
Superintendent

**TIME:** 5:00 p.m.

**PLACE:** Margaret E. Gragg Education Center

## **CALL TO ORDER**

Ron Henries, Board Chair, called the meeting to order at 1:07.

## **OPEN SESSION**

Mr. Henries began by thanking the staff for their hard work on the budget and for their collaborative approach to the budget development process.

## **PROPOSED CURRENT EXPENSE AND CAPITAL OUTLAY 2019-2020**

Ms. Ly Marze led the review of the Finance Committee's recommendations for the local current expense and capital outlay budgets. Items of discussion included increases to personnel related expenses, proposed increases to exceptional children's programs, and various capital outlay needs.

## **ADJOURNMENT**

After brief discussion of the budget request, Dr. Childers made a motion to adjourn the meeting. Ms. Reese seconded the motion. The board voted unanimously to end the meeting at 2:09 PM.

\_\_\_\_\_  
R. Ivan Henries, Board Chair

\_\_\_\_\_  
Dr. Scott Elliott, Superintendent

## WATAUGA COUNTY FIELD TRIP REQUEST FORM

This request is for a: \_\_\_ day trip \_\_\_ out of state day trip ☒ overnight trip \_\_\_ overnight & out of state trip

Day trips must be submitted to the principal 15 days before the trip. Overnight trip requests must be submitted to the superintendent by the first day of each month. Overnight field trips require the prior approval of the principal, transportation director, superintendent, and Board of Education. All trips utilizing rental or charter vehicles require the prior approval of the transportation director. No employee will transport students in a personal vehicle and no employee or volunteer driver will transport students in a 12-15 passenger van. No more than five students will be transported by a school system employee or volunteer in any one vehicle other than a school bus or activity bus.

Sponsoring teacher: (Print) Roberto de la Cerda School: Blowing Rock School  
Cell phone number: 828-268-8130 Grade(s): 5th Number of students: 45  
Departure date: May 7, 2019 Return date: May 8, 2019  
Departure time: 8:00 am Return time: 5:00 pm

### Educational purpose:

Trip destination including city, state, and all places to be visited: (attach detailed itinerary as needed)

YMCA Camp Harrison Boomer, NC

Purpose of trip and how it relates to the curriculum: The camp cover Ecosystems,  
Water ecology, and Food Webs.

### Supervision and Safety:

Names of all school staff chaperones: Roberto de la Cerda  
Susan Trew

Names of all non-school chaperones: Parker Daniel  
John Winger

All chaperones have a background check completed: ☒

Sponsoring teacher initials: RD

Are all site(s) accessible to students with disabilities? ☐ yes ☐ no How will students with disabilities be accommodated for site access and transportation? Does not apply

Sponsoring Teacher Initials \_\_\_\_\_ (If applicable) A safety/supervision plan for high risk and/or water activities has been shared with the parents. Please attach a copy of the plan to this form if applicable.

**Transportation plan:**

Mode of transportation: \_\_\_\_\_ Yellow bus with wheelchair lift \_\_\_\_\_ Yellow bus without wheelchair lift  
\_\_\_\_\_ Activity bus with wheelchair lift ☒ Activity bus without wheelchair lift \_\_\_\_\_ Rental car/mini-van  
\_\_\_\_\_ Charter bus Other (Please explain) \_\_\_\_\_

Name of charter bus company (if checked above) \_\_\_\_\_

(If applicable, bus request form must be attached)

Driver/s: Dr. Wayne Eberle Round trip mileage: 68 # of buses needed: 1

Total cost per student \$ 100 Source of funds: Students' families

The sponsoring teacher has reviewed Board policies 3320, 3320-R, and 6315: Teacher initials: RD

**Approval/Signatures:**

Sponsoring teacher signature: [Signature] Date: 3 / 29 / 19

Principal approval: [Signature] Date: 3 / 29 / 19

**Required signatures if applicable:**

Transportation Director approval: [Signature] Date: 4 / 2 / 19

Superintendent approval: [Signature] Date: 4 / 2 / 19

Board of Education approval: \_\_\_\_\_ Date: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_



## WATAUGA COUNTY FIELD TRIP REQUEST FORM

This request is for a: \_\_\_ day trip \_\_\_ out of state day trip ☒ overnight trip \_\_\_ overnight & out of state trip

Day trips must be submitted to the principal 15 days before the trip. Overnight trip requests must be submitted to the superintendent by the first day of each month. Overnight field trips require the prior approval of the principal, transportation director, superintendent, and Board of Education. All trips utilizing rental or charter vehicles require the prior approval of the transportation director. No employee will transport students in a personal vehicle and no employee or volunteer driver will transport students in a 12-15 passenger van. No more than five students will be transported by a school system employee or volunteer in any one vehicle other than a school bus or activity bus.

Sponsoring teacher: (Print) MELODIE SALLEY School: WHS  
Cell phone number: 828 832 6409 Grade(s): 9-12 Number of students: 3  
Departure date: 4-9-2019 Return date: 4-11-2019  
Departure time: 6 am Return time: 5 pm

### Educational purpose:

Trip destination including city, state, and all places to be visited: (attach detailed itinerary as needed)

Greensboro Koury Convention Center

Purpose of trip and how it relates to the curriculum: Skills USA STATE  
Competition for select SkillsUSA qualifying  
Members. STUDENT

### Supervision and Safety:

Names of all school staff chaperones: MELODIE SALLEY, STEVE WARD

Names of all non-school chaperones: \_\_\_\_\_

All chaperones have a background check completed: ☒

Sponsoring teacher initials: MS

Are all site(s) accessible to students with disabilities? ☒ yes ☐ no How will students with disabilities be accommodated for site access and transportation? \_\_\_\_\_

Sponsoring Teacher Initials \_\_\_\_\_ (If applicable) A safety/supervision plan for high risk and/or water activities has been shared with the parents. Please attach a copy of the plan to this form if applicable.

**Transportation plan:**

Mode of transportation: \_\_\_\_\_ Yellow bus with wheelchair lift \_\_\_\_\_ Yellow bus without wheelchair lift  
\_\_\_\_\_ Activity bus with wheelchair lift \_\_\_\_\_ Activity bus without wheelchair lift \_\_\_\_\_ Rental car/mini-van  
\_\_\_\_\_ Charter bus Other (Please explain) County Van/cars/CTE?

Name of charter bus company (if checked above) \_\_\_\_\_

(If applicable, bus request form must be attached)

Driver/s: MELODIE SALLEY & STEVE WARD Round trip mileage: 228 # of buses needed: \_\_\_\_\_

Total cost per student \$ 160.00 Source of funds: Fundraising, students

The sponsoring teacher has reviewed Board policies 3320, 3320-R, and 6315: Teacher initials: MS

**Approval/Signatures:**

Sponsoring teacher signature: [Signature] Date: 03 / 05 / 2019

Principal approval: [Signature] Date: 3 / 11 / 19

**Required signatures if applicable:**

Transportation Director approval: [Signature] Date: 3 / 22 / 19

Superintendent approval: [Signature] Date: 3 / 22 / 19

Board of Education approval: \_\_\_\_\_ Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_





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# Watauga County Board of Education

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## School Nutrition Program Monica C. Bolick, Director

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2019/20 School Year  
Bid and Proposal Renewals  
April 9, 2019

Included with renewal details following:

Bakery - Fresh  
Beverages - Juice, Water & Isotonic  
Dairy  
Groceries & Supplies (Distributor Fixed Fee)  
Ice Cream  
Personal Pizza Products  
Produce  
Vended Beverages & Snacks

Thank you for your consideration and approval of these bid renewals for the 2019/2020 school year.

Sincerely,

Monica C. Bolick  
Director of School Nutrition

### **Bakery – Fresh Items**

It is the recommendation of the School Nutrition Department to renew the fresh bakery bid for the 2019/20 school year.

Flowers Bakery of Jamestown, LLC has agreed to maintain current prices for the 2019/20 school year on all fresh bakery items.

The renewal proposal was presented to the Mountain Purchasing Co-op (Alleghany, Ashe, Avery, Watauga and Wilkes Counties) at which time all five districts agreed that Flowers had provided excellent customer service and formed a positive working relationship with each district. The original terms and conditions of the bid remain applicable.

**Mountain Purchasing Cooperative (Alleghany, Ashe, Avery, Watauga & Wilkes County Schools)  
c/o Wilkes County Schools  
Child Nutrition Department  
613 Cherry Street  
North Wilkesboro, NC 28659**

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**02/21/2019**

**Flowers Baking Company of Jamestown, LLC  
Attn: John Johnson  
Market Sales Vice President  
801 W. Main Street  
Jamestown, NC 27282**

The Mountain Purchasing Cooperative would like to thank you for your continued partnership as our fresh bread distributor for the 2018/19 school year. We would ask for your consideration for a bid renewal, with current or reduced pricing per original 2018/19 IFB/Contract for the 2019/2020 school year. This renewal request would begin the first rollover year of the current bid agreement.

We sincerely thank you for your consideration of this request. If you agree, we request that you sign and return this Letter of Intent and Official Bid Certification no later than Friday, March 1, 2019.

Should you have any questions please do not hesitate to contact me. We appreciate the opportunity to continue our partnership with Flowers Baking Company of Jamestown, LLC.

Sincerely,

**Marty R. Johnson  
Wilkes County Schools  
Director of Child Nutrition  
613 Cherry Street  
North Wilkesboro, NC 28659  
Office: (336)651-4005  
Email: johnsonmart@wilkes.k12.nc.us**

Mountain Purchasing Cooperative (Alleghany, Ashe, Avery, Watauga & Wilkes County Schools)  
c/o Wilkes County Schools  
Child Nutrition Department  
613 Cherry Street  
North Wilkesboro, NC 28659

2019/2020 Bid Renewal Intent

This letter certifies the intent of Flowers Baking Company of Jamestown, LLC , to:

☒ Accept the request for renewal from the Mountain Purchasing Cooperative for the 2019/2020 school year with current or reduced pricing, per the original 2018/19 Fresh Bread Bid IFB/Contract.

☐ Decline the request for renewal from the Mountain Purchasing Cooperative for the 2019/2020 school year.

My signature below certifies the above declaration of bid intent.

Name of Vendor Representative: Jonathan Johnston

Title of Vendor Representative: market vice president

Original Signature of Vendor Representative: Jonathan Johnston

Date: 3-1-19

Mountain Purchasing Cooperative (Alleghany, Ashe, Avery, Watauga & Wilkes County Schools)  
c/o Wilkes County Schools  
Child Nutrition Department  
613 Cherry Street  
North Wilkesboro, NC 28659

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## 2019/2020 Bid Renewal Certification

**Renewal Certification Directions:** Prepare two (2) copies of this **Renewal Bid Certification** with original signatures. The Mountain Purchasing Cooperative representative will sign this Certification and **return one signed original copy** for your records. **School District Purchase Order** is the final document of renewal approval. Please return this Renewal Certification no later than March 1, 2019.

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Original Bid Year: 2018/2019

Bid Renewal Year: 1

Flowers Baking Company of Jamestown, LLC  
Attn: John Johnson  
Market Sales Vice President  
801 W. Main Street  
Jamestown, NC 27282

### DEFINITIONS:

- The term "Renewal" as used in the document means a one year contract agreement between the Mountain Purchasing Cooperative and Flowers Baking Company of Jamestown, LLC. The intent of the renewal is to renew or lower the bottom line price for fresh bread products as per the original IFB/Contract and such has been accepted by both parties.
- The renewal of "firm price per line item" requires no price increase of the products, the firm fixed prices must be maintained or lowered in a renewal. If the Distributor is unable to maintain or lower the firm price per line item, a new bid is required to be issued by the Mountain Purchasing Cooperative.
- The term "IFB/Contract," as used in this document, means the current year IFB/Contract and any Amendments.

The term "IFB/Contract," as used in a Renewal, means the comprehensive collection of the following documents sent to the Renewing Distributor as information to be completed and to be returned to the School District as required:

1. Written Invitation and Letter of Renewal Intent
2. Official Original IFB/Bid Documentation (Not to Be Returned to the Mountain Purchasing Cooperative)
3. Official 2019/2020 Bid Renewal Certification
4. Mountain Purchasing Cooperative School District Special Conditions- Special conditions as listed in original 2018/19 IFB/Contract agreement.
5. School District Profile – updated profile will be provided to the renewing vendor by the Mountain Purchasing Cooperative as needed or requested by renewing vendor.

## RENEWAL BID AGREEMENT AND SIGNATURE

I certify by my signature below that the Firm Prices renewed in this Certification are the same or less than the original IFB/Contract. Additionally, I have the authority to enter into contractual relationships on behalf of the offering company named to perform under the requirements of this Bid Renewal Agreement and all Terms and Conditions stated in the Original 2018/2019 IFB/Contract. This request for IFB/Contract renewal has been carefully examined and reviewed. I am in agreement to supply all products and services submitted under this request for renewal at the prices quoted and in strict compliance with the item specifications and school special conditions. No exceptions to the original Terms and Conditions will be claimed.

Vendor: Flowers Baking Co. of Jamestown, LLC  
Name of Vendor Representative: Jonathan Johnston  
Title of Vendor Representative: Market Vice President  
Signature of Vendor Representative: Jonathan Johnston  
Date: 3/1/19

## Mountain Purchasing Cooperative OFFICIAL ACCEPTANCE SIGNATURE

When any or all parts of the Renewal Certification are accepted by the Mountain Purchasing Cooperative, an authorized School District representative shall affix their signature hereto and the Official Renewal Certification shall become the Contract and shall represent the agreement between the Mountain Purchasing Cooperative and the Flowers Baking Company of Jamestown, LLC. The sections outlined in the Terms and Conditions of the IFB/Contract are for convenience and reference only, and in no way, define, describe, extend, or limit the scope or intent of the provisions of any section of this document. One (1) original copy of this is will be mailed to the renewing vendor and one (1) copy retained by each of the Mountain Purchasing Cooperative Districts.

Type Name of School District/Co-Op Representative

\_\_\_\_\_  
Original Signature of School District/Co-Op Representative

Type Title of School District/Co-Op Representative

\_\_\_\_\_  
Date

Type Name of School District

### **Beverages Bid Renewal (Water, Juice & Isotonic Beverages)**

It is the recommendation of the School Nutrition Department to renew the beverage bid for the 2019/20 school year. This includes water, juice and isotonic beverages.

Dr. Pepper Bottling has agreed to maintain current prices for the 2019/20 school year on all beverage items, juice and water.

The renewal proposal was presented to the Mountain Purchasing Co-op (Alleghany, Ashe, Avery, Watauga and Wilkes Counties) at which time all five districts agreed that Dr. Pepper had provided excellent customer service. The original terms and conditions of the bid remain applicable.

**Mountain Purchasing Cooperative (Alleghany, Ashe, Avery, Watauga & Wilkes County Schools)  
c/o Wilkes County Schools  
Child Nutrition Department  
613 Cherry Street  
North Wilkesboro, NC 28659**

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**02/21/2019**

**Dr. Pepper Bottling Ventures  
Attn: Michael D. Vannoy  
President/General Manager  
PO Box 34  
West Jefferson, NC 28694**

The Mountain Purchasing Cooperative would like to thank you for your continued partnership as our beverage distributor for the 2018/19 school year. We would ask for your consideration for a bid renewal, with current or reduced pricing per original 2018/19 IFB/Contract for the 2019/2020 school year. This renewal request would begin the first rollover year of the current bid agreement.

We sincerely thank you for your consideration of this request. If you agree, we request that you sign and return this Letter of Intent and Official Bid Certification no later than Friday, March 1, 2019.

Should you have any questions please do not hesitate to contact me. We appreciate the opportunity to continue our partnership with Dr. Pepper Bottling Ventures.

Sincerely,

**Marty R. Johnson  
Wilkes County Schools  
Director of Child Nutrition  
613 Cherry Street  
North Wilkesboro, NC 28659  
Office: (336)651-4005  
Email: [johnsonmart@wilkes.k12.nc.us](mailto:johnsonmart@wilkes.k12.nc.us)**



Mountain Purchasing Cooperative (Alleghany, Ashe, Avery, Watauga & Wilkes County Schools)  
c/o Wilkes County Schools  
Child Nutrition Department  
613 Cherry Street  
North Wilkesboro, NC 28659

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2019/2020 Bid Renewal Intent

This letter certifies the intent of Dr. Pepper Bottling Ventures, to:

X Accept the request for renewal from the Mountain Purchasing Cooperative for the 2019/2020 school year with current or reduced pricing, per the original 2018/19 Beverage Bid IFB/Contract.

\_\_\_\_\_ Decline the request for renewal from the Mountain Purchasing Cooperative for the 2019/2020 school year.

My signature below certifies the above declaration of bid intent.

Name of Vendor Representative: John Knuckles

Title of Vendor Representative: Key Account Manager

Original Signature of Vendor Representative: [Signature]

Date: 3-19-19

Mountain Purchasing Cooperative (Alleghany, Ashe, Avery, Watauga & Wilkes County Schools)  
c/o Wilkes County Schools  
Child Nutrition Department  
613 Cherry Street  
North Wilkesboro, NC 28659

## 2019/2020 Bid Renewal Certification

**Renewal Certification Directions:** Prepare two (2) copies of this **Renewal Bid Certification** with original signatures. The Mountain Purchasing Cooperative representative will sign this Certification and return one signed original copy for your records. School District Purchase Order is the final document of renewal approval. Please return this Renewal Certification no later than March 1, 2019.

Original Bid Year: 2018/2019

Bid Renewal Year: 1

Dr. Pepper Bottling Ventures  
Attn: Michael D. Vannoy  
President/General Manager  
PO Box 34  
West Jefferson, NC 28694

### DEFINITIONS:

- The term "Renewal" as used in the document means a one year contract agreement between the Mountain Purchasing Cooperative and Dr. Pepper Bottling Ventures. The intent of the renewal is to renew or lower the bottom line price for beverage products as per the original IFB/Contract and such has been accepted by both parties.
- The renewal of "firm price per line item" requires no price increase of the products, the firm fixed prices must be maintained or lowered in a renewal. If the Distributor is unable to maintain or lower the firm price per line item, a new bid is required to be issued by the Mountain Purchasing Cooperative.
- The term "IFB/Contract," as used in this document, means the current year IFB/Contract and any Amendments.

The term "IFB/Contract," as used in a Renewal, means the comprehensive collection of the following documents sent to the Renewing Distributor as information to be completed and to be returned to the School District as required:

1. Written Invitation and Letter of Renewal Intent
2. Official Original IFB/Bid Documentation (Not to Be Returned to the Mountain Purchasing Cooperative)
3. Official 2019/2020 Bid Renewal Certification
4. Mountain Purchasing Cooperative School District Special Conditions- Special conditions as listed in original 2018/19 IFB/Contract agreement.
5. School District Profile -- updated profile will be provided to the renewing vendor by the Mountain Purchasing Cooperative as needed or requested by renewing vendor.

## RENEWAL BID AGREEMENT AND SIGNATURE

I certify by my signature below that the Firm Prices renewed in this Certification are the same or less than the original IFB/Contract. Additionally, I have the authority to enter into contractual relationships on behalf of the offering company named to perform under the requirements of this Bid Renewal Agreement and all Terms and Conditions stated in the Original 2018/2019 IFB/Contract. This request for IFB/Contract renewal has been carefully examined and reviewed. I am in agreement to supply all products and services submitted under this request for renewal at the prices quoted and in strict compliance with the item specifications and school special conditions. No exceptions to the original Terms and Conditions will be claimed.

Vendor: Dr. Pepper Bottling of West Jefferson NC Inc.  
Name of Vendor Representative: John Knuckles  
Title of Vendor Representative: Key Account Manager  
Signature of Vendor Representative: [Signature]  
Date: 3-19-19

## Mountain Purchasing Cooperative OFFICIAL ACCEPTANCE SIGNATURE

When any or all parts of the Renewal Certification are accepted by the Mountain Purchasing Cooperative, an authorized School District representative shall affix their signature hereto and the Official Renewal Certification shall become the Contract and shall represent the agreement between the Mountain Purchasing Cooperative and the Dr. Pepper Bottling Ventures. The sections outlined in the Terms and Conditions of the IFB/Contract are for convenience and reference only, and in no way, define, describe, extend, or limit the scope or intent of the provisions of any section of this document. One (1) original copy of this is will be mailed to the renewing vendor and one (1) copy retained by each of the Mountain Purchasing Cooperative Districts.

Type Name of School District/Co-Op Representative

Original Signature of School District/Co-Op Representative

Type Title of School District/Co-Op Representative

Date

Type Name of School District

### **Dairy Products**

It is the recommendation of the School Nutrition Department to renew the dairy bid for the 2019/20 school year.

Suiza Dairy Group, LLC dba Pet Dairy has agreed to maintain current prices for the 2019/20 school year on all dairy items.

The renewal proposal was presented to the Mountain Purchasing Co-op (Alleghany, Ashe, Avery & Watauga Counties, and Crossnore School & Children's Home) at which time all five entities agreed that Pet Dairy had provided excellent customer service and maintained their already positive working relationship with each district. The original terms and conditions of the bid remain applicable.

Mountain Purchasing Cooperative  
(Alleghany, Ashe, Avery, & Watauga County Schools Including Crossnore School & Children's Home)  
C/O Avery County Schools  
Child Nutrition Department  
775 Cranberry Street  
Newland, NC 28657

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02/22/2019

Sulza Dairy Group, LLC dba Pet Dairy  
Attention: Bill Giovanetti  
Group Sales Vice President  
3436 Toringdon Way, Suite 200  
Charlotte, NC 28277

Mr Giovanetti,

The Mountain Purchasing Cooperative would like to thank you for your continued partnership as our dairy products distributor for the 2018/19 school year. We would ask for your consideration for a bid renewal, with current or reduced pricing per original 2018/19 IFB/Contract for the 2019/2020 school year. This renewal request would begin the first rollover year of the current bid agreement.

We sincerely thank you for your consideration of this request. If you agree, we request that you sign and return this Letter of Intent and Official Bid Certification no later than Friday, March 1, 2019.

Should you have any questions please do not hesitate to contact me. We appreciate the opportunity to continue our partnership with Sulza Dairy Group, LLC dba Pet Dairy.

Sincerely,



Tammy Woodie  
Avery County Schools  
Director of Child Nutrition  
775 Cranberry Street  
Newland, NC 28657  
Office: (828) 733-6006  
Email: tammywoodie@averyschools.net

Mountain Purchasing Cooperative  
(Alleghany, Ashe, Avery, & Watauga County Schools Including Crossnore School & Children's Home)  
C/O Avery County Schools  
Child Nutrition Department  
775 Cranberry Street  
Newland, NC 28657

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2019/2020 Bid Renewal Intent

This letter certifies the intent of Suiza Dairy Group, LLC dba Pet Dairy, to:

☒ Accept the request for renewal from the Mountain Purchasing Cooperative for the 2019/2020 school year with current or reduced pricing, per the original 2018/19 Dairy Products Bid IFB/Contract.

☐ Decline the request for renewal from the Mountain Purchasing Cooperative for the 2019/2020 school year.

My signature below certifies the above declaration of bid intent.

Name of Vendor Representative: Bill Giovanetti

Title of Vendor Representative: Group Sales V.P.

Original Signature of Vendor Representative: 

Date: 2-25-19

Mountain Purchasing Cooperative  
(Alleghany, Ashe, Avery, & Watauga County Schools including Crossnore School & Children's Home)  
C/O Avery County Schools  
Child Nutrition Department  
775 Cranberry Street  
Newland, NC 28657

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## 2019/2020 Bid Renewal Certification

**Renewal Certification Directions:** Prepare two (2) copies of this Renewal Bid Certification with original signatures. The Mountain Purchasing Cooperative representative will sign this Certification and return one signed original copy for your records. School District Purchase Order is the final document of renewal approval. Please return this Renewal Certification no later than March 1, 2019.

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Original Bid Year: 2018/2019

Bid Renewal Year: 1

Sulza Dairy Group, LLC dba Pet Dairy  
Attention: Bill Giovanetti  
Group Sales Vice President  
3436 Toringdon Way, Suite 200  
Charlotte, NC 28277

### DEFINITIONS:

- The term "Renewal" as used in the document means a one year contract agreement between the Mountain Purchasing Cooperative and Sulza Dairy Group, LLC dba PET Dairy. The intent of the renewal is to renew or lower the bottom line price for dairy products as per the original IFB/Contract and such has been accepted by both parties.
- The renewal of "firm price per line item" requires no price increase of the products, the firm fixed prices must be maintained or lowered in a renewal. If the Distributor is unable to maintain or lower the firm price per line item, a new bid is required to be issued by the Mountain Purchasing Cooperative.
- The term "IFB/Contract," as used in this document, means the current year IFB/Contract and any Amendments.

The term "IFB/Contract," as used in a Renewal, means the comprehensive collection of the following documents sent to the Renewing Distributor as information to be completed and to be returned to the School District as required:

1. Written Invitation and Letter of Renewal Intent
2. Official Original IFB/Bid Documentation (Not to Be Returned to the Mountain Purchasing Cooperative)
3. Official 2019/2020 Bid Renewal Certification
4. Mountain Purchasing Cooperative School District Special Conditions- Special conditions as listed in original 2018/19 IFB/Contract agreement.
5. School District Profile – updated profile will be provided to the renewing vendor by the Mountain Purchasing Cooperative as needed or requested by renewing vendor.

## RENEWAL BID AGREEMENT AND SIGNATURE

I certify by my signature below that the Firm Prices renewed in this Certification are the same or less than the original IFB/Contract. Additionally, I have the authority to enter into contractual relationships on behalf of the offering company named to perform under the requirements of this Bid Renewal Agreement and all Terms and Conditions stated in the Original 2018/2019 IFB/Contract. This request for IFB/Contract renewal has been carefully examined and reviewed. I am in agreement to supply all products and services submitted under this request for renewal at the prices quoted and in strict compliance with the item specifications and school special conditions. No exceptions to the original Terms and Conditions will be claimed.

Vendor: Sulza Dairy Group, LLC dba PET Dairy

Name of Vendor Representative: Bill Giovanetti

Title of Vendor Representative: Group Sales K.P.

Signature of Vendor Representative: 

Date: 2-25-19

## Mountain Purchasing Cooperative OFFICIAL ACCEPTANCE SIGNATURE

When any or all parts of the Renewal Certification are accepted by the Mountain Purchasing Cooperative, an authorized School District representative shall affix their signature hereto and the Official Renewal Certification shall become the Contract and shall represent the agreement between the Mountain Purchasing Cooperative and the Sulza Dairy Group, LLC dba PET Dairy. The sections outlined in the Terms and Conditions of the IFB/Contract are for convenience and reference only, and in no way, define, describe, extend, or limit the scope or intent of the provisions of any section of this document. One (1) original copy of this is will be mailed to the renewing vendor and one (1) copy retained by each of the Mountain Purchasing Cooperative Districts.

Tammy Woodie

Type Name of School District/Co-Op Representative

Original Signature of School District/Co-Op Representative

Child Nutrition Director

Type Title of School District/Co-Op Representative

Avery County Schools

Date

Type Name of School District



**Groceries and Supplies  
Distributor Fixed Fee Delivery**

It is the recommendation of the School Nutrition Department to renew our distributor fixed fee delivery bid (groceries and supplies) for the 2019/20 school year.

Sysco Charlotte has agreed to maintain current delivery prices on all product categories (groceries, including snacks, and supplies) for the 2019/20 school year.

The renewal proposal was presented to the Mountain Purchasing Co-op (Alleghany, Ashe, Avery and Watauga Counties) at which time all four districts agreed that Sysco Charlotte had worked to learn the business and form a positive working relationship with each district. The original terms and conditions of the bid remain applicable.

# 2019-2020 - INVITATION TO DISTRIBUTOR RENEWING NCPA CONTRACTS

TO: SYSCO, CHARLOTTE, LLC

FROM: TAMMY WOODIE/ MOUNTAIN PURCHASING COOPERATIVE  
(ALLEGHANY, ASHE, AVERY AND WATAUGA COUNTY SCHOOLS)

DATE: MARCH 14, 2019

Per our verbal agreement, SYSCO, CHARLOTTE is providing the required renewal bid documents to complete the 2019-2020 NCPA Distributor I/FB/Contract Renewal with MOUNTAIN PURCHASING COOPERATIVE. Please return two (2) copies of the Distributor Bid Renewal Certification Letter, signed with original signatures before March 22, 2019. The Bid Renewal Certification Letter is needed by March 22, in the event the agreement to renew is not completed, the School District may issue a NEW Bid. If included with this document, review the updated Special Conditions for 2019-2020 for the MOUNTAIN PURCHASING COOPERATIVE and acknowledge acceptance in the block on the Bid Renewal Certification Letter. Both the School District and the renewing Distributor must agree to the Special Conditions or, the School District must issue a NEW Bid.

## INVITATION TO RENEWING DISTRIBUTORS: 2019 - 2020 NCPA NEW BID OPENING

BID OPENING DATE AND TIME: MAY 9, 2019 - 10:00 a.m.

McKinnon Center for Extension and Continuing Education  
NC State University Campus - 1101 Gorman Street, Raleigh, NC 27695

(located at the intersection of Western Blvd. and Gorman St.)

Renewing Distributors are invited and welcome, but not required, to attend the NCPA New Bid Opening since the NCPA renewal bid documents are handled directly between the School District and Distributor, however, ALL NCPA renewing Distributors are required to provide the NCPA Board of Directors with ONE (1) MASTER COPY by LOT of the Distributor's 2019 - 2020 Bid Spreadsheet Pricing prior to the bid opening. The NCPA Board of Directors uses the new bid pricing to conduct the required Pre-Award Bid Audit immediately after bid opening.

NCPA Board of Directors Requirement for Master Pricing - CD or Flash Drive Required for LOTS 1 - 4 Distributors: Provide ONE CD or Flash Drive labeled with the Distributor Name - 2019-20 Pricing Master. Deliver to the Registration Desk at sign in. Produce Distributors Only: In addition to Master Pricing on CD or flash drive, the Annual Contract / Weekly pricing invoices are required as in Section 11 of the I/FB Contract. This data is used by the Audit Committee for the required Audit before districts can award their bids.

DIRECTIONS FOR MAILING 2019-2020 BID RENEWAL PRICING: Place CD or Flash Drive (Flash drive is preferred) in an envelope labeled: "Bid Pricing Master to NCPA Board of Directors", "Your Company Name", MAY 9, 2019. Place the envelope inside a separate protected mailer envelope to: Mary V. Sitton, NCPA Consultant 801 Beechtree Drive Nashville, NC 27856

The envelope must be received no later May 3, 2019 at 5:00 p.m. in order be taken to the Bid Opening Meeting of the NCPA Board of Directors. It is the Distributor's sole responsibility to assure item is received by the deadline, no exceptions. Mail tracking delivery is recommended but DO NOT require a signature for delivery.

## Schedule for Receipt of Distributor Renewal of Documents

- The Renewing Distributor Returns to School District by March 22, 2019
- Official Distributor Bid Renewal Certification for 2019-2020 (2 copies with original signatures)
- Updates to the original contract Special Conditions are permitted in renewal. If significant changes are required, a new bid must be issued. Block for Distributor Agreement to Special Conditions is found on the Bid Renewal Certification.
- 2019-2020 NCPA Distributor Returns to School District by May 10, 2019
- 2019-2020 NCPA Distributor Bid Spreadsheets by LOT with Re-Cap of School District Usage (to be sent to the school district via e-mail within 24 hours after bid opening on May 9, 2019)

# Official 2019 - 2020 NCPA - Distributor Bid Renewal Certification Letter

**Distributor Directions:** Prepare two (2) copies of this Renewal Bid Certification with original signatures. The School District will sign this Certification and return one signed original copy for your records. The School District Purchase Order is the final document of renewal approval. Double-click on the teal boxes and type in the Default text box to complete. Return to the School District by March 22, 2019.

**Member Directions:** Complete the yellow highlights and save the document. Note: Bid renewal year does not include the initial "new" bid year.

**School District and Co-Op Name (if applicable)** MOUNTAIN PURCHASING COOPERATIVE (ALLEGHANY, ASHE, AVERY AND WATAUGA COUNTY SCHOOLS)  
**Bid Renewal Year: (1 - 4)** 1

**DISTRIBUTOR NAME** Sysco Charlotte, LLC **ADDRESS** 4500 Corporate Drive **CITY & STATE** Concord, NC **ZIP** 28027

## DEFINITIONS:

- The term "Renewal" as used in this document, means a one-year contract agreement between the *Mountain Purchasing Cooperative* and the *Distributor* for renewal of *LOTS 1, 2, 3 and or 4* to "renew OR lower the fixed fee per case delivered price" as per the original IFB/Contract, and such has been requested and accepted by both parties. If the Distributor is unable to maintain the current fixed fee per case pricing, a new bid is required to be issued by the School District.
- The renewal of "firm price per line item" **LOT 6 Water and Beverages** requires no price increase of the products, the firm fixed prices must be maintained in a renewal. If the Distributor is unable to maintain the firm price per line item, a new bid is required to be issued by the School District.
- The term "IFB/Contract," as used in this document, means the current year NCPA IFB/Contract and any Amendments; however, signatures from the original (first year) Bid Certification and Agreement and original (first year) Attachments A - J are the primary documents to be maintained by the renewing School District and Distributor. This Distributor Bid IFB - Contract is updated annually by the NCPA Board of Directors to meet USDA regulatory policy, provide efficient and effective functioning of the NCPA and provide the School District and the Distributor clarification which does not significantly alter the terms and conditions of the contract. School Districts and Distributors agreeing to renew this IFB are responsible for review of the updated IFB - Contract.

The term "IFB/Contract," as used in a Renewal, means the comprehensive collection of the following documents sent to the Renewing Distributor as information to be completed and to be returned to the School District as required:

- Invitation to for NCPA Renewal Bid - Official notification to Distributors of Bid Opening Date and requirement to provide Master Bid Pricing to the NCPA Board of Directors to be used in the Pre - Bid Award Audit process.
  - Official 2019 - 2020 NCPA IFB/Contract Terms and Conditions - for the Distributor's file; do not return.
  - Official 2019 - 2020 Distributor Bid Renewal Agreement - two (2) signed copies signed and returned to the School District by the Distributor by March 22, 2019. After local approval, a signed copy is mailed to the awarded Distributor. Bid renewal is officially complete by the issue of a School District Purchase Order to the Distributor.
  - School District Special Conditions - only updates to the original contract Special Conditions are allowed in a renewal. If significant changes to the terms or conditions are implemented, a new bid is required.
  - School District Profile - updated profile with cycle menus and other information is to be provided to the renewing Distributor by School District.
  - Official 2019-2020 Bid Spreadsheets with Estimated Product Usage - The renewing School District is to provide the Distributor with estimated product usage data by April 5, 2019. The renewing Distributor is to complete and return digitally with pricing and \$Totals by LOT using the School District usage estimates the day after the bid opening.
- **FIXED FEE RENEWAL AGREEMENT BY BID LOT**

The Distributor offers current, or lowered fixed fee, per case delivery by LOT(s) for 2019-2020 renewal:  
(Distributor: Double - click box and enter the previous year fixed fee amount in default text box)

LOT 1 - Grocery \$1.35    LOT 2 - Snacks     LOT 3 - Supplies \$4.50    LOT 4 - Produce

# Official 2019 - 2020 NCPA - Distributor Bid Renewal Certification Letter

- **LOT 6 - Water and Beverages:** Distributor instructions- Attach (1) a copy of the prior year bid pricing and (2) a separate page on Distributor Letterhead titled "LOT 6 Bid Renewal Pricing (or Reduced Bid Pricing for MOUNTAIN PURCHASING COOPERATIVE (ALLEGHANY, ASHE, AVERY AND WATAUGA COUNTY SCHOOLS for August 1, 2019- July 31, 2020. Provide either the renewal or reduced bid pricing.
- **COMMODITY STORAGE RENEWAL AGREEMENT IF REQUIRED** - The Distributor offers the same, or lowered, 2019 - 2020 STORAGE AND DELIVERY FEE (Double-click box and type previous year fixed fee amount in Default text box)

BROWN BOX STORAGE/DELIVERY FEE RENEWAL: \$2.70 1 - 180 Days      \$2.70 180+ Days

- FARM TO SCHOOL DELIVERY FIXED FEE RENEWAL:

- IF SPECIAL CONDITIONS ARE A PART OF CONTRACT INDICATE ACCEPTANCE:

## DISTRIBUTOR RENEWAL BID AGREEMENT AND SIGNATURE

I certify by my signature below that the Flat Fixed Fees (LOTS 1-4) or Firm Prices (LOT 6) renewed in this Certification are the same as the original IFB/Contract and that I have the authority to obligate the company named to perform under requirements of this Bid Renewal Agreement and all Terms and Conditions stated in the Official NCPA 2019 - 2020 IFB/Contract with any Addenda.

Chris Dixon

Name of Distributor Representative

Finance CFO / VP

Title of Distributor Representative

Sysco Charlotte, LLC

Name of Company

  
Original Signature of Distributor Authorized To Sign

3.15.19  
Date

## SCHOOL DISTRICT OFFICIAL ACCEPTANCE SIGNATURE

When any or all parts of the Distributor Renewal Certification are accepted by the School District, an authorized School District representative shall affix their signature hereto and collectively the Official Renewal Certification, along with the updated 2019 - 2020 Official NCPA IFB/Contract, and all Attachments, Addenda, Pre - Award Audit Findings and the Distributor's bid sheets shall become the Contract and shall represent the agreement between the School District and the Distributor. The sections outlined in the Terms and Conditions of the IFB/Contract are for convenience and reference only, and in no way, define, describe, extend, or limit the scope or intent of the provisions of any section of this document. One (1) original copy of this is mailed to the renewing Distributor and one (1) original copy retained by the School District.

Tammy Woodie, Mountain Purchasing Co-Op Rep.

Type Name of School District/Co-Op Representative

Child Nutrition Director

Type Title of School District/Co-Op Representative

Avery County Schools

Type Name of School District

\_\_\_\_\_  
Original Signature of School District/Co-Op Representative

\_\_\_\_\_  
Date

# **2019 - 2020 Bid Special Conditions**

**Name of School District or Co-Op:** Mountain Purchasing Cooperative (Alleghany, Ashe, Avery, and Watauga County Schools)

Special Conditions are circumstances that are required of ALL bidders for the LOT(S) BID. NOTE: In bid renewals, Special Conditions that change the original bid parameters of the bid are not allowed.

Special Conditions must be reviewed and agreed upon by the School District and the renewing Distributor. Distributor acknowledges agreement on the Official Bid Renewal Certification Letter. If agreement is not reached, School District must issue a NEW Bid.

## **ALLEGHANY COUNTY SCHOOLS:**

- Deliveries will be made to individual schools at a minimum of once per week.
- Deliveries will be made Monday thru Friday only unless prior approval is given by the Director of School Nutrition
- Deliveries will be made between the hours of 6:00 am and 2:00
- Payment will be made at a minimum of once per month
- Prior Approval required for non-domestic produce items (Shelf Stable or Fresh)

## **ASHE COUNTY SCHOOLS:**

- Deliveries will be made to individual schools at a minimum of once per week.
- Deliveries will be made Monday thru Friday only unless prior approval is given by the Director of School Nutrition.
- Deliveries will be made between the hours of 6:00 am and 1:00 pm.
- Payment will be made at a minimum of once per month.
- Prior Approval required for non-domestic produce items (Shelf Stable or Fresh)

## **AVERY COUNTY SCHOOLS:**

- Deliveries will be made to individual schools at a minimum of once per week.
- Deliveries will be made Monday thru Friday only
- Deliveries will be made between the hours of 6:30 am and 2:00 pm
- Payment will be made at a minimum of once per month
- Prior Approval required for non-domestic produce items (Shelf Stable or Fresh)
- USDA Commodity Delivery & Storage is required

## **WATAUGA COUNTY SCHOOLS:**

- Deliveries will be made to individual schools at a minimum of once per week.
- Deliveries will be made Monday thru Friday only unless prior approval is given by the Director of School Nutrition
- Deliveries will be made between the hours of 6:00 am and 2:00 pm with the exclusion of Blowing Rock School which cannot accept deliveries until after 7:00am per town ordinance
- Payment will be made at a minimum of once per month
- Prior Approval required for non-domestic produce items (Shelf Stable or Fresh)

## 2019 - 2020 Bid Special Conditions

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### **DISTRIBUTOR AGREEMENT/COMMENTS TO SPECIAL CONDITIONS**

The Distributor has read and agrees to  
provide the Special Conditions.

Chris Dixon


Name of Distributor Representative

Finance CFO / VP

Title of Distributor Representative

Comments

Comments by the Distributor to the Special Conditions  
should be made below.

  
Signature of Distributor Authorized To Sign Bid

Date 3.15.19



Steve Troxler  
Commissioner

North Carolina Department of Agriculture  
and Consumer Services  
*Food Distribution Division*

Gary W. Gay  
Director

Storage Facility: Sysco Charlotte, LLC

Address: 4500 Corporate Drive

City/State/Zip: Concord, NC 28027

Telephone: (704) 723-8128

**Contract Covering Storage of USDA Food Commodities (with or between)**

Sysco Charlotte, LLC

(storage facility)

and

Avery County Schools

(agency)

Beginning Date of Contract: 08/01/19

Ending Date of Contract: 07/31/20

**TERMS AND CONDITIONS**

1. The storage facility will be maintained in a manner to insure safety and sanitation, and meet all USDA and NCDA&CS Food Distribution storage regulations.
2. The storage facility can be reviewed by USDA, NCDA&CS, and respective agency personnel at any time during normal business hours.
3. USDA foods will be clearly identified and countable at all times.
4. An inventory system will be in place to insure accountability.
5. A semi-annual physical inventory will be taken and recorded.
6. Sysco Charlotte, LLC will insure coverage for the value of the USDA food in case of theft.  
(Storage facility or agency) *(USDA now highly recommends an alarm system; however, it is not required.)*
7. Sysco Charlotte, LLC will insure coverage for the value of the USDA food stored in case of  
(Storage facility or agency) equipment failure, fire, natural disaster (hence structural damage) or water damage.
8. This contract may be terminated after thirty (30) days notice.
9. This contract will be terminated immediately due to non-compliance.
10. If Sysco Charlotte, LLC Distributor is delivering Net Off Invoice items. It is their job to make sure all transactions are done in a timely fashion and if any problems arise communicate immediately with school district to resolve issues.

Both parties hereby agree to abide by the above terms and conditions.

Signature \_\_\_\_\_  
(Commercial Storage Representative)

Date \_\_\_\_\_

Signature [Signature]  
(Food Service Director or Executive Director)

Date 3.15.19

Note: You may include additional terms if necessary. NCDA&CS must approve the final copy.

Feel free to submit a "draft" for our review prior to the signing of both parties.

Post Office Box 859, Butler, North Carolina 27509-0659 •  
(919) 575-4480 • Fax (919) 575-4143  
Food Recovery Hotline: 1-888-498-3448  
An Equal Opportunity Affirmative Action Employer

H. Groups/Field/FormFieldServ/Form&Doc-FieldServ/CommercialStorageContract-Agency

### **Ice Cream Products**

It is the recommendation of the School Nutrition Department to renew the ice cream bid for the 2019/20 school year.

Suiza Dairy Group, LLC dba Pet Dairy has agreed to maintain current prices for the 2019/20 school year on all ice cream items.

The renewal proposal was presented to the Mountain Purchasing Co-op (Alleghany, Ashe, Avery, Watauga and Wilkes Counties) at which time all five districts agreed that Pet Dairy had provided excellent customer service and maintained their already positive working relationship with each district. The original terms and conditions of the bid remain applicable.



**Mountain Purchasing Cooperative (Alleghany, Ashe, Avery, Watauga & Wilkes County Schools)  
c/o Wilkes County Schools  
Child Nutrition Department  
613 Cherry Street  
North Wilkesboro, NC 28659**

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**02/21/2019**

**Dean Foods South Region  
Attn: Paul J. Mino  
Division Food Service Manager  
3436 Toringdon Way  
Charlotte, NC 28277**

**The Mountain Purchasing Cooperative would like to thank you for your continued partnership as our ice cream distributor for the 2018/19 school year. We would ask for your consideration for a bid renewal, with current or reduced pricing per original 2018/19 IFB/Contract for the 2019/2020 school year. This renewal request would begin the first rollover year of the current bid agreement.**

**We sincerely thank you for your consideration of this request. If you agree, we request that you sign and return this Letter of Intent and Official Bid Certification no later than Friday, March 1, 2019.**

**Should you have any questions please do not hesitate to contact me. We appreciate the opportunity to continue our partnership with Dean Foods South Region.**

**Sincerely,**

**Marty R. Johnson  
Wilkes County Schools  
Director of Child Nutrition  
613 Cherry Street  
North Wilkesboro, NC 28659  
Office: (336)651-4005  
Email: johnsonmart@wilkes.k12.nc.us**

Mountain Purchasing Cooperative (Alleghany, Ashe, Avery, Watauga & Wilkes County Schools)  
c/o Wilkes County Schools  
Child Nutrition Department  
613 Cherry Street  
North Wilkesboro, NC 28659

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2019/2020 Bid Renewal Intent

This letter certifies the intent of Dean Foods South Region , to:

  X   Accept the request for renewal from the Mountain Purchasing Cooperative for the 2019/2020 school year with current or reduced pricing, per the original 2018/19 Ice Cream Bid IFB/Contract.

       Decline the request for renewal from the Mountain Purchasing Cooperative for the 2019/2020 school year.

My signature below certifies the above declaration of bid intent.

Name of Vendor Representative: Bill Giovanetti

Title of Vendor Representative: Group Sales Vice President

Original Signature of Vendor Representative: 

Date: 2/25/19

Mountain Purchasing Cooperative (Alleghany, Ashe, Avery, Watauga & Wilkes County Schools)  
c/o Wilkes County Schools  
Child Nutrition Department  
613 Cherry Street  
North Wilkesboro, NC 28659

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## 2019/2020 Bid Renewal Certification

**Renewal Certification Directions:** Prepare two (2) copies of this Renewal Bid Certification with original signatures. The Mountain Purchasing Cooperative representative will sign this Certification and **return one signed original copy** for your records. **School District Purchase Order** is the final document of renewal approval. Please return this Renewal Certification no later than March 1, 2019.

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Original Bid Year: 2018/2019

Bid Renewal Year: 1

Dean Foods South Region  
Attn: Paul J. Mino  
Division Food Service Manager  
3436 Toringdon Way  
Charlotte, NC 28277

### DEFINITIONS:

- The term "Renewal" as used in the document means a one year contract agreement between the Mountain Purchasing Cooperative and Dean Foods South Region. The intent of the renewal is to renew or lower the bottom line price for ice cream products as per the original IFB/Contract and such has been accepted by both parties.
- The renewal of "firm price per line item" requires no price increase of the products, the firm fixed prices must be maintained or lowered in a renewal. If the Distributor is unable to maintain or lower the firm price per line item, a new bid is required to be issued by the Mountain Purchasing Cooperative.
- The term "IFB/Contract," as used in this document, means the current year IFB/Contract and any Amendments.

The term "IFB/Contract," as used in a Renewal, means the comprehensive collection of the following documents sent to the Renewing Distributor as information to be completed and to be returned to the School District as required:

1. Written Invitation and Letter of Renewal Intent
2. Official Original IFB/Bid Documentation (Not to Be Returned to the Mountain Purchasing Cooperative)
3. Official 2019/2020 Bid Renewal Certification
4. Mountain Purchasing Cooperative School District Special Conditions- Special conditions as listed in original 2018/19 IFB/Contract agreement.
5. School District Profile – updated profile will be provided to the renewing vendor by the Mountain Purchasing Cooperative as needed or requested by renewing vendor.

## RENEWAL BID AGREEMENT AND SIGNATURE

I certify by my signature below that the Firm Prices renewed in this Certification are the same or less than the original IFB/Contract. Additionally, I have the authority to enter into contractual relationships on behalf of the offering company named to perform under the requirements of this Bid Renewal Agreement and all Terms and Conditions stated in the Original 2018/2019 IFB/Contract. This request for IFB/Contract renewal has been carefully examined and reviewed. I am in agreement to supply all products and services submitted under this request for renewal at the prices quoted and in strict compliance with the item specifications and school special conditions. No exceptions to the original Terms and Conditions will be claimed.

Vendor: Suiza Dairy Gruop, LLC dba PET Dairy

Name of Vendor Representative: Bill Giovanetti

Title of Vendor Representative: Group Sales Vice President

Signature of Vendor Representative: 

Date: 2/25/19

## Mountain Purchasing Cooperative OFFICIAL ACCEPTANCE SIGNATURE

When any or all parts of the Renewal Certification are accepted by the Mountain Purchasing Cooperative, an authorized School District representative shall affix their signature hereto and the Official Renewal Certification shall become the Contract and shall represent the agreement between the Mountain Purchasing Cooperative and the Flowers Baking Company of Jamestown, LLC. The sections outlined in the Terms and Conditions of the IFB/Contract are for convenience and reference only, and in no way, define, describe, extend, or limit the scope or intent of the provisions of any section of this document. One (1) original copy of this is will be mailed to the renewing vendor and one (1) copy retained by each of the Mountain Purchasing Cooperative Districts.

Type Name of School District/Co-Op Representative

Original Signature of School District/Co-Op Representative

Type Title of School District/Co-Op Representative

Date

Type Name of School District

### **Personal Pizza Products**

It is the recommendation of the School Nutrition Department to renew the personal pizza products bid for the 2019/20 school year.

Bull's Eye Brands (Smart Mouth Pizza) has agreed to maintain current prices for the 2019/20 school year on all personal pizza product items.

It has been a pleasure working with Smart Mouth Pizza and watching the student's acceptance and enjoyment of this new product line at Watauga High School. The original terms and conditions of the bid remain applicable.

Watauga County Schools  
School Nutrition Department  
175 Pioneer Trail  
Boone NC 28607

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03/15/2019

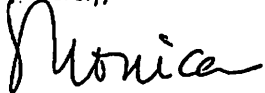
Bull's Eye Brands (Smart Mouth Pizza)  
Tom Willingham  
President/CEO  
130 Allen Road, Suite A  
Atlanta, GA 30328

Watauga County Schools would like to thank you for your continued partnership as our personal pizza vendor for the 2018/19 school year. We would ask for your consideration for a proposal renewal, with current pricing per the original 2018/19 contract, for the 2019/2020 school year. This renewal request would begin the first renewal year of the current proposal agreement.

We sincerely thank you for your consideration of this request. If you agree, we request that you sign and return this Letter of Intent and Official Renewal Certification no later than Friday, March 29, 2019.

Should you have any questions please do not hesitate to contact me. We appreciate the opportunity to continue our partnership with Bull's Eye Brands.

Sincerely,



Monica C. Bolick  
Watauga County Schools  
Director of School Nutrition  
175 Pioneer Trail  
Boone NC 28607  
Office: (828)263-1718  
Email: [bolickm@wataugaschools.org](mailto:bolickm@wataugaschools.org)

Cc: Butch Bellah

**Watauga County Schools  
School Nutrition Department  
175 Pioneer Trail  
Boone NC 28607**

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**2019/2020 Proposal Renewal Intent**

This letter certifies the intent of Bull's Eye Brands (Smart Mouth Pizza) to:

☒ Accept the request for renewal from Watauga County Schools for the 2019/2020 school year with current pricing, per the original 2018/19 Personal Pizza contract.

☐ Decline the request for renewal from Watauga County Schools for the 2019/2020 school year.

My signature below certifies the above declaration of proposal intent.

Name of Vendor Representative: Tom Willingham

Title of Vendor Representative: President

Original Signature of Vendor Representative: [Signature]

Date: 3/20/19

**Watauga County Schools  
School Nutrition Department  
175 Pioneer Trail  
Boone NC 28607**

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## **2019/2020 Proposal Renewal Certification**

**Renewal Certification Directions:** Prepare two (2) copies of this Renewal Proposal Certification with original signatures. The Watauga County Schools representative will sign this Certification and return one signed original copy for your records. School District Purchase Order is the final document of renewal approval. Please return this Renewal Certification no later than March 29, 2019.

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Original Bid Year: 2018/2019

Bid Renewal Year: 1

**Bull's Eye Brands (Smart Mouth Pizza)  
Tom Willingham  
President/CEO  
130 Allen Road, Suite A  
Atlanta, GA 30328**

### **DEFINITIONS:**

- The term "Renewal" as used in the document means a one year contract agreement between Watauga County Schools and Bull's Eye Brands (Smart Mouth Pizza). The intent of the renewal is to renew current pricing for personal pizza products as per the original RFP/Contract and such has been accepted by both parties.
- The renewal of the proposal pricing requires no change in the current 2018/19 RFP/Proposal Contract. If the vendor is unable to maintain the current pricing, a new proposal is required to be issued by Watauga County Schools.
- The term "RFP/Contract," as used in this document, means the current year RFP/Contract and any Amendments.

The term "RFP/Contract," as used in a Renewal, means the comprehensive collection of the following documents sent to the Renewing Vendor as information to be completed and to be returned to Watauga County Schools as required:

- 1. Written Invitation Letter of Intent and Renewal Intent Form**
- 2. Official Original RFP/Proposal Documentation (Not to Be Returned to Watauga County Schools)**
- 3. Official 2019/2020 Proposal Renewal Certification**
- 4. Watauga County Schools Special Conditions-** Special conditions as listed in original 2018/19 RFP/Contract agreement.
- 5. School District Profile** – updated profile will be provided to the renewing vendor by Watauga County Schools as needed or requested by renewing vendor.



## RENEWAL PROPOSAL AGREEMENT AND SIGNATURE

I certify by my signature below that the pricing renewed in this Certification is the same or less than the original RFP/Contract. Additionally, I have the authority to enter into contractual relationships on behalf of the offering company named to perform under the requirements of this Proposal Renewal Agreement and all Terms and Conditions stated in the Original 2018/2019 RFP/Contract. This request for RFP/Contract renewal has been carefully examined and reviewed. I am in agreement to supply all products and services submitted under this request for renewal at the pricing quoted and in strict compliance with the item specifications and school special conditions. No exceptions to the original Terms and Conditions will be claimed.

Vendor: Bull's Eye Brands, Inc. - Smart Mouth Pizza

Name of Vendor Representative: Tom Willingham

Title of Vendor Representative: President

Signature of Vendor Representative: 

Date: 3/20/19

## Watauga County Schools OFFICIAL ACCEPTANCE SIGNATURE

When any or all parts of the Renewal Certification are accepted by Watauga County Schools, an authorized School District representative shall affix their signature hereto and the Official Renewal Certification shall become the Contract and shall represent the agreement between Watauga County Schools and Bull's Eye Brands (Smart Mouth Pizza). The sections outlined in the Terms and Conditions of the RFP/Contract are for convenience and reference only, and in no way, define, describe, extend, or limit the scope or intent of the provisions of any section of this document. One (1) original copy of this is will be mailed to the renewing vendor and one (1) copy retained by Watauga County Schools.

Monica C. Bolick

Type Name of School District/Co-Op Representative

\_\_\_\_\_  
Original Signature of School District/Co-Op Representative

Director of School Nutrition

Type Title of School District/Co-Op Representative

Watauga County Schools

\_\_\_\_\_  
Date

Type Name of School District

## **Produce**

It is the recommendation of the School Nutrition Department to renew the produce bid for the 2019/20 school year.

Sysco Charlotte has agreed to maintain current prices for the 2019/20 school year on all produce items.

The renewal proposal was presented to the Mountain Purchasing Co-op (Alleghany, Ashe, Avery and Watauga Counties) at which time all four districts agreed that Sysco Charlotte had worked to learn the business and form a positive working relationship with each district. The original terms and conditions of the bid remain applicable.

Mountain Purchasing Cooperative  
(Alleghany, Ashe, Avery, & Watauga County Schools)  
C/O Avery County Schools  
Child Nutrition Department  
775 Cranberry Street  
Newland, NC 28657

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## 2019/2020 Bid Renewal Certification

**Renewal Certification Directions:** Prepare two (2) copies of this Renewal Bid Certification with original signatures. The Mountain Purchasing Cooperative representative will sign this Certification and return one signed original copy for your records. School District Purchase Order is the final document of renewal approval. Please return this Renewal Certification no later than March 1, 2019.

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Original Bid Year: 2018/2019

Bid Renewal Year: 1

SYSCO, CHARLOTTE LLC  
Attention: Scott Johnson  
Contract Sales Lead  
4500 Corporate Drive  
Concord, NC 28027

### DEFINITIONS:

- The term "Renewal" as used in the document means a one year contract agreement between the Mountain Purchasing Cooperative and Sysco Charlotte, LLC. The intent of the renewal is to renew or lower the bottom line price for fresh Produce products as per the original IFB/Contract and such has been accepted by both parties.
- The renewal of Section I is contract pricing which requires no price increase of the products, the firm fixed prices must be maintained or lowered in a renewal. Section II, III, IV unless otherwise noted in the original 2018-2019 IFB will be weekly or contract priced as noted and may be bid using annual contract pricing or weekly pricing. If the Distributor is unable to maintain or lower the firm price per line item, a new bid is required to be issued by the Mountain Purchasing Cooperative.
- The term "IFB/Contract," as used in this document, means the current year IFB/Contract and any Amendments.

The term "IFB/Contract," as used in a Renewal, means the comprehensive collection of the following documents sent to the Renewing Distributor as information to be completed and to be returned to the School District as required:

1. Written Invitation and Letter of Renewal Intent
2. Official Original IFB/Bid Documentation (Not to Be Returned to the Mountain Purchasing Cooperative)
3. Official 2019/2020 Bid Renewal Certification
4. Mountain Purchasing Cooperative School District Special Conditions- Special conditions as listed in original 2018/19 IFB/Contract agreement.
5. School District Profile – updated profile will be provided to the renewing vendor by the Mountain Purchasing Cooperative as needed or requested by renewing vendor.

## RENEWAL BID AGREEMENT AND SIGNATURE

I certify by my signature below that the Firm Prices renewed in this Certification are the same or less than the original IFB/Contract. Additionally, I have the authority to enter into contractual relationships on behalf of the offering company named to perform under the requirements of this Bid Renewal Agreement and all Terms and Conditions stated in the Original 2018/2019 IFB/Contract. This request for IFB/Contract renewal has been carefully examined and reviewed. I am in agreement to supply all products and services submitted under this request for renewal at the prices quoted and in strict compliance with the item specifications and school special conditions. No exceptions to the original Terms and Conditions will be claimed.

Vendor: Sysco, Charlotte LLC

Name of Vendor Representative: Chris Dixon

Title of Vendor Representative: Finance CFO / VP

Signature of Vendor Representative: 

Date: 3.15.19

## Mountain Purchasing Cooperative OFFICIAL ACCEPTANCE SIGNATURE

When any or all parts of the Renewal Certification are accepted by the Mountain Purchasing Cooperative, an authorized School District representative shall affix their signature hereto and the Official Renewal Certification shall become the Contract and shall represent the agreement between the Mountain Purchasing Cooperative and Sysco, Charlotte, LLC. The sections outlined in the Terms and Conditions of the IFB/Contract are for convenience and reference only, and in no way, define, describe, extend, or limit the scope or intent of the provisions of any section of this document. One (1) original copy of this is will be mailed to the renewing vendor and one (1) copy retained by each of the Mountain Purchasing Cooperative Districts.

Tammy Woodie

Type Name of School District/Co-Op Representative

Original Signature of School District/Co-Op Representative

Child Nutrition Director

Type Title of School District/Co-Op Representative

Avery County Schools

Date

Type Name of School District

## **2019 - 2020 Bid Special Conditions**

**Name of School District or Co-Op:** Mountain Purchasing Cooperative (Alleghany, Ashe, Avery, and Watauga County Schools)

Special Conditions are circumstances that are required of ALL bidders for the LOT(S) BID. NOTE: In bid renewals, Special Conditions that change the original bid parameters of the bid are not allowed.

Special Conditions must be reviewed and agreed upon by the School District and the renewing Distributor. Distributor acknowledges agreement on the Official Bid Renewal Certification Letter. If agreement is not reached, School District must issue a NEW Bid.

### **ALLEGHANY COUNTY SCHOOLS:**

- Deliveries will be made to individual schools at a minimum of once per week.
- Deliveries will be made Monday thru Friday only unless prior approval is given by the Director of School Nutrition
- Deliveries will be made between the hours of 6:00 am and 2:00
- Payment will be made at a minimum of once per month
- Prior Approval required for non-domestic produce items (Shelf Stable or Fresh)

### **ASHE COUNTY SCHOOLS:**

- Deliveries will be made to individual schools at a minimum of once per week.
- Deliveries will be made Monday thru Friday only unless prior approval is given by the Director of School Nutrition.
- Deliveries will be made between the hours of 6:00 am and 1:00 pm.
- Payment will be made at a minimum of once per month.
- Prior Approval required for non-domestic produce items (Shelf Stable or Fresh)

### **EVERY COUNTY SCHOOLS:**

- Deliveries will be made to individual schools at a minimum of once per week.
- Deliveries will be made Monday thru Friday only
- Deliveries will be made between the hours of 8:30 am and 2:00 pm
- Payment will be made at a minimum of once per month
- Prior Approval required for non-domestic produce items (Shelf Stable or Fresh)
- USDA Commodity Delivery & Storage is required

### **WATAUGA COUNTY SCHOOLS:**

- Deliveries will be made to individual schools at a minimum of once per week.
- Deliveries will be made Monday thru Friday only unless prior approval is given by the Director of School Nutrition
- Deliveries will be made between the hours of 6:00 am and 2:00 pm with the exclusion of Blowing Rock School which cannot accept deliveries until after 7:00am per town ordinance
- Payment will be made at a minimum of once per month
- Prior Approval required for non-domestic produce items (Shelf Stable or Fresh)

## 2019 - 2020 Bid Special Conditions

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### DISTRIBUTOR

### AGREEMENT/COMMENTS TO SPECIAL CONDITIONS

The Distributor has read and agrees to  
provide the Special Conditions.

Chris Dixon


Name of Distributor Representative

Finance CFO / VP

Title of Distributor Representative

Comments:

Comments by the Distributor to the Special Conditions  
should be made below.

  
\_\_\_\_\_  
Signature of Distributor Authorized To Sign Bid

Date 3.15.19

### **Vended Snacks & Beverages**

It is the recommendation of the School Nutrition Department to renew the vending proposal (snacks and beverages) for the 2019/20 school year.

Triangle Vending has agreed to maintain current commissions for the 2019/20 school year on all vended snacks and beverages.

The renewal proposal was presented to the Mountain Purchasing Co-op (Ashe, Avery, Watauga and Wilkes Counties) at which time all four districts agreed that Triangle Vending had provided excellent customer service and maintained their already positive working relationship with each district. The original terms and conditions of the proposal remain applicable.

**Mountain Purchasing Cooperative (Ashe, Avery, Watauga & Wilkes County Schools)  
c/o Wilkes County Schools  
Child Nutrition Department  
613 Cherry Street  
North Wilkesboro, NC 28659**

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**02/21/2019**

**Triangle Vending  
Attn: Michael D. Vannoy  
President/General Manager  
PO Box 110  
West Jefferson, NC 28694**

**The Mountain Purchasing Cooperative would like to thank you for your continued partnership as our vended snacks & beverages for the 2018/19 school year. We would ask for your consideration for a proposal renewal, with current or increased commissions per original 2018/19 RFP/Contract for the 2019/2020 school year. This renewal request would begin the first renewal year of the current proposal agreement.**

**We sincerely thank you for your consideration of this request. If you agree, we request that you sign and return this Letter of Intent and Official Renewal Certification no later than Friday, March 1, 2019.**

**Should you have any questions please do not hesitate to contact me. We appreciate the opportunity to continue our partnership with Triangle Vending.**

**Sincerely,**

**Marty R. Johnson  
Wilkes County Schools  
Director of Child Nutrition  
613 Cherry Street  
North Wilkesboro, NC 28659  
Office: (336)651-4005  
Email: johnsonmart@wilkes.k12.nc.us**

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Mountain Purchasing Cooperative (Ashe, Avery, Watauga & Wilkes County Schools)  
c/o Wilkes County Schools  
Child Nutrition Department  
613 Cherry Street  
North Wilkesboro, NC 28659

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2019/2020 Proposal Renewal Intent

This letter certifies the intent of Triangle Vending, to:

X Accept the request for renewal from the Mountain Purchasing Cooperative for the 2019/2020 school year with current or increased commissions, per the original 2018/19 Vended Snacks & Beverages RFP/Contract.

           Decline the request for renewal from the Mountain Purchasing Cooperative for the 2019/2020 school year.

My signature below certifies the above declaration of proposal intent.

Name of Vendor Representative: John Knuckles  
Title of Vendor Representative: Key Account Manager  
Original Signature of Vendor Representative: JAK  
Date: 3-19-19

Mountain Purchasing Cooperative (Ashe, Avery, Watauga & Wilkes County Schools)  
c/o Wilkes County Schools  
Child Nutrition Department  
613 Cherry Street  
North Wilkesboro, NC 28659

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## 2019/2020 Proposal Renewal Certification

**Renewal Certification Directions:** Prepare two (2) copies of this Renewal Proposal Certification with original signatures. The Mountain Purchasing Cooperative representative will sign this Certification and return one signed original copy for your records. School District Purchase Order is the final document of renewal approval. Please return this Renewal Certification no later than March 1, 2019.

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Original Bid Year: 2018/2019

Bid Renewal Year: 1

Triangle Vending  
Attn: Michael D. Vannoy  
President/General Manager  
PO Box 110  
West Jefferson, NC 28694

### DEFINITIONS:

- The term "Renewal" as used in the document means a one year contract agreement between the Mountain Purchasing Cooperative and Triangle Vending. The intent of the renewal is to renew or increase commission percentage for vended snacks & beverages as per the original RFP/Contract and such has been accepted by both parties.
- The renewal of "the proposal/commission percentage" requires no change in the current 2018/19 proposal/contract. If the Distributor is unable to maintain or increase the commission percentage, a new proposal is required to be issued by the Mountain Purchasing Cooperative.
- The term "RFP/Contract," as used in this document, means the current year RFP/Contract and any Amendments.

The term "RFP/Contract," as used in a Renewal, means the comprehensive collection of the following documents sent to the Renewing Distributor as information to be completed and to be returned to the School District as required:

1. Written Invitation and Letter of Renewal Intent
2. Official Original RFP/Proposal Documentation (Not to Be Returned to the Mountain Purchasing Cooperative)
3. Official 2019/2020 Proposal Renewal Certification
4. Mountain Purchasing Cooperative School District Special Conditions- Special conditions as listed in original 2018/19 RFP/Contract agreement.
5. School District Profile – updated profile will be provided to the renewing vendor by the Mountain Purchasing Cooperative as needed or requested by renewing vendor.

## RENEWAL PROPOSAL AGREEMENT AND SIGNATURE

I certify by my signature below that the commissions renewed in this Certification are the same or more than the original RFP/Contract. Additionally, I have the authority to enter into contractual relationships on behalf of the offering company named to perform under the requirements of this Proposal Renewal Agreement and all Terms and Conditions stated in the Original 2018/2019 RFP/Contract. This request for RFP/Contract renewal has been carefully examined and reviewed. I am in agreement to supply all products and services submitted under this request for renewal at the commissions quoted and in strict compliance with the item specifications and school special conditions. No exceptions to the original Terms and Conditions will be claimed.

Vendor: Triangle Vending & Water  
Name of Vendor Representative: John Knuckles  
Title of Vendor Representative: Key Account Manager  
Signature of Vendor Representative: [Signature]  
Date: 3-19-19

## Mountain Purchasing Cooperative OFFICIAL ACCEPTANCE SIGNATURE

When any or all parts of the Renewal Certification are accepted by the Mountain Purchasing Cooperative, an authorized School District representative shall affix their signature hereto and the Official Renewal Certification shall become the Contract and shall represent the agreement between the Mountain Purchasing Cooperative and Triangle Vending. The sections outlined in the Terms and Conditions of the RFP/Contract are for convenience and reference only, and in no way, define, describe, extend, or limit the scope or intent of the provisions of any section of this document. One (1) original copy of this is will be mailed to the renewing vendor and one (1) copy retained by each of the Mountain Purchasing Cooperative Districts.

Type Name of School District/Co-Op Representative

Original Signature of School District/Co-Op Representative

Type Title of School District/Co-Op Representative

Date

Type Name of School District

## Declaration of Surplus Items - April 2019

Date Approved:

**Bethel**

<u>Asset #</u>	<u>Quantity</u>	<u>Description</u>	<u>Usable</u>	<u>Unusable</u>
	1	Plastic Garden Shed		1
	1		0	1

**Cove Creek**

<u>Asset #</u>	<u>Quantity</u>	<u>Description</u>	<u>Usable</u>	<u>Unusable</u>
	3	Califone Cassette Recorder		3
	1	Wooden Wall Mount Magazine Rack	1	
50262	1	Bretford Charging Cart	1	
		IBM Wheelwriter 10 Electric		
800496	1	Typewriter		1
	1	Short Printer Table	1	
	1	Magnavox TV	1	
	1	Media Cart	1	
	1	3M Overhead Projector	1	
	1	Sharp Cassette Recorder		1
	2	Technics 2-way Speaker Systems		2
	13		6	7

**Green Valley**

<u>Asset #</u>	<u>Quantity</u>	<u>Description</u>	<u>Usable</u>	<u>Unusable</u>
400616	1	Hotpoint Electric Range	1	
400264	1	Dome Security Camera		1
	2		1	1

**Hardin Park**

<u>Asset #</u>	<u>Quantity</u>	<u>Description</u>	<u>Usable</u>	<u>Unusable</u>
500109	1	Windsor Versamatic VS14 Vacuum		1
500201	1	Windsor Versamatic VS14 Vacuum		1
500785	1	Windsor Versamatic VS14 Vacuum		1
	3		0	3

**Parkway**

<u>Asset #</u>	<u>Quantity</u>	<u>Description</u>	<u>Usable</u>	<u>Unusable</u>
33912	1	4x8 Non-interactive whiteboard		1
	1		0	1

**Valle Crucis**

<u>Asset #</u>	<u>Quantity</u>	<u>Description</u>	<u>Usable</u>	<u>Unusable</u>
	1	Sony Mavica MVC-FD-200 Digital Camera		1
	<u>1</u>		<u>0</u>	<u>1</u>

**Watauga High School**

<u>Asset #</u>	<u>Quantity</u>	<u>Description</u>	<u>Usable</u>	<u>Unusable</u>
906001	1	Canon Image Formula Document Scanner		1
	<u>1</u>		<u>0</u>	<u>1</u>

**Central Office**

<u>Asset #</u>	<u>Quantity</u>	<u>Description</u>	<u>Usable</u>	<u>Unusable</u>
25605	1	iPad 4 Tablet		1
50596	1	Dell Optiplex GX620 Desktop		1
	<u>2</u>		<u>0</u>	<u>2</u>

**Technology Department**

<u>Asset #</u>	<u>Quantity</u>	<u>Description</u>	<u>Usable</u>	<u>Unusable</u>
28472	1	IPEVO Ziggi HD Document Camera		1
	<u>1</u>		<u>0</u>	<u>1</u>



# Watauga County Board of Education

OFFICE OF THE SUPERINTENDENT  
MARGARET E. GRAGG EDUCATION CENTER  
175 PIONEER TRAIL, BOONE, NC 28607

TEL: (828) 264-7190  
FAX: (828) 264-7196

April 8, 2019

To: Watauga County Commissioners  
Mr. Deron Geouque, County Manager  
Ms. Misty Watson, Finance Director

From: Watauga County Board of Education  
Dr. Scott Elliott, Superintendent  
Ms. Ly Marze, Finance Officer

Re: 2019-20 Current Expense and Capital Outlay Budget Proposal

We are pleased to present our proposed 2019-20 budget for your consideration. This request represents the voices of our employees, students, and parents as shared through numerous meetings and work sessions. It seeks to better serve students by focusing on key priorities such as ensuring a safe and secure learning environment in our schools, preserving parity in compensation for locally and state funded positions, and supporting improved classroom instruction with more professional development.

## Current Expense

The budget plan was developed within the context of estimated state salary increases for state-paid personnel and the additional resources needed to support the district's most important initiatives. We have been incredibly focused this year on trying to find operational savings while striving to address future needs. Some of the major current expense additions are as follows.

Estimated an average 3% salary increase for employees along with an estimated increase in employer benefit rates Retirement rate from 18.86% to 20.43% Hospitalization rate from \$6,104 to \$6,349	\$ 188,956
2 Teachers and 2 TAs for EC Program	152,000
Diagnostic Screeners/Online Intervention Resources	102,000
Classroom Needs Due to Increased Enrollment	25,000
Increase Request for Middle School Athletic Transportation	12,825
Increase Request for WHS Athletic Coaching Supplements	15,000
Visitor Management System Recurring Fees/Supplies	12,500

### **Capital Outlay**

The capital component of the budget reflects our commitments to providing a safe and healthy environment for students and school personnel and performing needed repairs and upkeep of the district's facilities and property. The growing need for building repairs and renovations must be addressed to ensure appropriate facilities for our students and avoid the increased costs of deferred maintenance.

The capital budget for 2019-20 is expected to be as follows.

<b>Funding Source</b>	<b>Allotment</b>	<b>Request</b>
Lottery	\$ 300,000	\$ 300,000
Current Capital	450,000	480,500
CIP Reserves	500,000	480,290
Long Term Capital	1,500,000	TBD
Special Appropriation	0	35,000,000

On page 7 in your packet, is a list of the projects to be completed for 2019-20. The total amount needed to meet capital needs in 2019-20 is \$36,260,790. This does include a \$35,000,000 request for the construction cost of a new Valle Crucis school.

### **Summary**

We have always appreciated the generous support from the Watauga County Commissioners, especially in the years when we have depended on local funding to help cope with budget cuts at the state level. At the same time, we are mindful of the county's limited resources, and have done our best to limit our request to the genuine needs for a successful 2019-20 school year.

We will be glad to answer any questions and provide any additional information that will assist in your review of this request.

CURRENT EXPENSE FUND 2019-20		2018-19 ADOPTED BUDGET	2019-20 PROPOSED BUDGET	CHANGE	4/8/2019 PERCENT INCREASE
DESCRIPTION					
<b>5100</b>	<b>REGULAR INSTRUCTIONAL SERVICES</b>				
1	Salary - Local Positions	2,826,928	2,911,735	84,808	3.00%
2	Salary - JROTC	160,400	165,212	4,812	3.00%
3	JROTC Program Funds	15,000	15,000	-	0.00%
4	PreK Program	55,000	55,000	-	0.00%
5	Substitute Teacher Salaries	50,000	50,000	-	0.00%
6	Substitutes for 3D Assessments/Area Level Meetings	37,000	37,000	-	0.00%
7	Mentor Stipends	41,000	41,000	-	0.00%
8	District-wide Supplies/Materials	25,000	25,000	-	0.00%
9	Diagnostic Screeners/Online Intervention Resources	-	102,000	102,000	100.00%
10	New Classroom Needs Due to Increased Enrollment	-	25,000	25,000	100.00%
11	Piano Tuning and Repairs	2,500	3,500	1,000	40.00%
12	Instrument Repairs	4,400	4,000	(400)	-9.09%
13	Itinerant Teacher Travel	8,000	8,000	-	0.00%
14	Homebound Services	5,000	5,000	-	0.00%
15	Workers Compensation Insurance	75,000	75,000	-	0.00%
16	Unemployment Insurance	5,000	5,000	-	0.00%
17	Life Insurance	5,000	5,000	-	0.00%
18	Employee Assistance Program	3,500	3,500	-	0.00%
19	Disability	5,000	5,000	-	0.00%
20	Social Security	239,853	246,708	6,856	2.86%
21	Retirement Cost	567,182	641,083	73,901	13.03%
22	Hospital Insurance	470,008	476,175	6,167	1.31%
		4,600,770	4,904,913	304,143	6.61%
<b>5200</b>	<b>SPECIAL POPULATIONS SERVICES</b>				
23	Salary - Exceptional Children	258,752	418,515	159,763	61.74%
24	Social Security	19,795	32,016	12,222	61.74%
25	Retirement Cost	48,801	85,503	36,702	75.21%
26	Hospital Insurance	73,248	76,188	2,940	4.01%
		400,595	612,221	211,626	52.83%
<b>5400</b>	<b>SCHOOL LEADERSHIP SERVICES</b>				
27	Salary - Principals	35,543	36,609	1,066	3.00%
28	Travel - Principals	10,800	10,800	-	0.00%
29	Salary - Assistant Principals	57,596	59,324	1,728	3.00%
30	Salary - Office Personnel	440,738	510,216	69,478	15.76%
31	Longevity	3,077	3,077	-	0.00%
32	Media Center Supplies and Materials				
	Bethel	1,092	1,080	(12)	-1.10%
	Blowing Rock	1,924	1,952	28	1.46%
	Cove Creek	1,524	1,616	92	6.04%
	Green Valley	1,968	1,948	(20)	-1.02%
	Hardin Park	4,076	4,076	-	0.00%
	Mabel	1,192	1,188	(4)	-0.34%
	Parkway	2,672	2,776	104	3.89%
	Valle Crucis	2,016	1,988	(28)	-1.39%
	Watauga High	5,908	6,032	124	2.10%



CURRENT EXPENSE FUND 2019-20		2018-19 ADOPTED BUDGET	2019-20 PROPOSED BUDGET	CHANGE	4/8/2019 PERCENT INCREASE
DESCRIPTION					
33	School Needs, Staff Development, and Supplies				
	Bethel	5,348	5,270	(78)	-1.46%
	Blowing Rock	10,756	10,938	182	1.69%
	Cove Creek	8,156	8,754	598	7.33%
	Green Valley	11,042	10,912	(130)	-1.18%
	Hardin Park	24,744	24,744	-	0.00%
	Mabel	5,998	5,972	(26)	-0.43%
	Parkway	15,618	16,294	676	4.33%
	Valle Crucis	11,354	11,172	(182)	-1.60%
	Watauga High	36,652	37,458	806	2.20%
34	Social Security	41,903	47,432	5,529	13.19%
35	Retirement Cost	101,270	124,465	23,195	22.90%
36	Hospital Insurance	103,768	107,933	4,165	4.01%
		946,735	1,054,026	107,291	11.33%
5500	CO-CURRICULAR SERVICES				
37	Middle School Athletics				
	Coaching Supplements	35,000	35,000	-	0.00%
	Transportation	24,000	36,825	12,825	53.44%
	Catastrophic Insurance	6,175	6,175	-	0.00%
	Supplies	14,000	14,000	-	0.00%
	Contract Services	16,000	16,000	-	0.00%
38	WHS Athletics				
	Coaching Supplements	100,000	115,000	15,000	15.00%
	Transportation	20,000	20,000	-	0.00%
	Catastrophic Insurance/NCSHAA Dues	13,300	13,300	-	0.00%
	Athletic Complex - WHS Athletics	20,000	20,000	-	0.00%
	Athletic Drug Testing	3,000	3,000	-	0.00%
39	Cultural Arts Program	15,600	15,600	-	0.00%
40	Social Security	10,328	11,475	1,148	11.11%
41	Retirement Cost	25,461	30,645	5,184	20.36%
		302,864	337,020	34,157	11.28%
5800	SCHOOL-BASED SUPPORT SERVICES				
42	Salary - School Nurses	39,000	40,170	1,170	3.00%
43	Salary - School Counselors	81,720	84,172	2,452	3.00%
44	Salary - Student Office /Data Manager	169,908	175,005	5,097	3.00%
45	Longevity	2,592	2,592	-	0.00%
46	WHS/ASU Assessment Center	30,000	30,000	-	0.00%
47	Student Assistance and Risk Assessment Program	4,000	4,000	-	0.00%
48	Mountain Alliance Partnership	9,000	9,000	-	0.00%
49	Supplies and Materials for School Nurses	2,000	1,700	(300)	-15.00%
50	Supplies and Materials for Social Workers	500	500	-	0.00%
51	Safe Schools Program	2,000	1,000	(1,000)	-50.00%
52	OSHA/Employee Safety	700	500	(200)	-28.57%
53	ASU Clinical Screenings	700	700	-	0.00%
54	AdvanceEd Accreditation	8,000	1,000	(7,000)	-87.50%
55	Staff Development for Departments and Programs				
	Administrative	6,000	6,000	-	0.00%
	Countywide	10,000	10,000	-	0.00%
	National Board Academy	3,000	3,000	-	0.00%
	K-3 Staff Development	12,000	11,500	(500)	-4.17%
	4-8 Staff Development	12,000	11,500	(500)	-4.17%
	9-12 Staff Development	2,000	2,000	-	0.00%

CURRENT EXPENSE FUND 2019-20		2018-19 ADOPTED BUDGET	2019-20 PROPOSED BUDGET	CHANGE	4/8/2019 PERCENT INCREASE
DESCRIPTION					
	MTSS Staff Development	6,000	7,000	1,000	16.67%
	DLC/Media Staff Development	3,000	3,000	-	0.00%
	AIG	2,000	2,000	-	0.00%
	Science and Chemical Safety	1,500	1,500	-	0.00%
	School Nurses	3,000	3,000	-	0.00%
56	Staff Development/Travel for Departments and Directors				
	Superintendent	5,000	5,000	-	0.00%
	Assistant Superintendent/Personnel	3,450	3,450	-	0.00%
	K-3 Curriculum	2,000	2,000	-	0.00%
	4-8 Curriculum	1,500	1,500	-	0.00%
	Curriculum Support	2,000	1,500	(500)	-25.00%
	Instructional Support	1,000	1,000	-	0.00%
	Testing	1,500	1,500	-	0.00%
	Student Services	3,600	5,100	1,500	41.67%
	Exceptional Children	2,000	2,000	-	0.00%
	Finance	2,800	2,800	-	0.00%
	Technology	9,000	9,000	-	0.00%
	Maintenance	7,000	7,000	-	0.00%
	Transportation	4,800	4,800	-	0.00%
	School Nutrition	3,000	3,000	-	0.00%
	Public Relations	1,200	1,200	-	0.00%
57	Social Security	22,431	23,098	667	2.97%
58	Retirement Cost	55,301	61,686	6,385	11.55%
59	Hospital Insurance	54,936	57,141	2,205	4.01%
		593,139	603,614	10,476	1.77%
6110	CURRICULAR SUPPORT SERVICES				
60	Salary - District Personnel	246,913	257,448	10,535	4.27%
61	Social Security	18,889	19,695	806	4.27%
62	Retirement Cost	46,568	52,597	6,029	12.95%
63	Hospital Insurance	18,312	19,047	735	4.01%
		330,682	348,786	18,104	5.47%
6400	TECHNOLOGY SUPPORT SERVICES				
64	Salary - Technology	238,534	246,597	8,063	3.38%
65	Longevity	2,134	2,134	-	0.00%
66	Technical Operating Contracts	150,000	150,000	-	0.00%
67	Communication Systems	45,000	45,000	-	0.00%
68	Technology Repairs, Supplies and Wiring Needs	25,000	25,000	-	0.00%
69	Visitor Management Systems	-	12,500	12,500	100.00%
70	Maintenance Agreements	25,000	30,000	5,000	20.00%
71	Social Security	18,411	19,028	617	3.35%
72	Retirement Cost	45,390	50,816	5,426	11.95%
73	Hospital Insurance	30,520	31,745	1,225	4.01%
		579,989	612,820	32,831	5.66%
6500	OPERATIONAL SUPPORT SERVICES				
74	Salary - Maintenance	613,715	632,126	18,411	3.00%
75	Salary - Transportation	57,431	59,154	1,723	3.00%
76	Longevity	10,848	10,848	-	0.00%
77	Electricity	650,000	625,000	(25,000)	-3.85%
78	Heating Fuel	275,000	265,000	(10,000)	-3.64%
79	Water/Sewer	50,000	45,000	(5,000)	-10.00%
80	Solid Waste Services	20,000	20,000	-	0.00%

CURRENT EXPENSE FUND 2019-20				4/8/2019
DESCRIPTION		2018-19 ADOPTED BUDGET	2019-20 PROPOSED BUDGET	PERCENT INCREASE
81	Telephone/Data - Central Office and Administrators	22,000	25,000	3,000 13.64%
82	Telephone/Data - Schools	140,000	140,000	- 0.00%
83	Postage	6,000	6,000	- 0.00%
84	Maintenance Supplies	186,000	200,000	14,000 7.53%
85	Maintenance Fees	153,000	164,000	11,000 7.19%
86	Custodial Supplies	105,000	105,000	- 0.00%
87	AHERA Inspection of Asbestos	4,000	4,000	- 0.00%
88	Elevator Maintenance	7,440	7,440	- 0.00%
89	Water System Maintenance	32,500	32,500	- 0.00%
90	Painting	40,000	40,000	- 0.00%
91	Transportation - Service and License Agreements	24,600	24,600	- 0.00%
92	Hazardous Waste Disposal	2,500	2,500	- 0.00%
93	Garage/Transportation Supplies	2,300	2,300	- 0.00%
94	Vehicle Repair Parts	19,300	19,900	600 3.11%
95	Gas	35,000	36,000	1,000 2.86%
96	Oil	1,000	1,100	100 10.00%
97	Tires	3,500	3,500	- 0.00%
98	License/Title Fees	3,000	3,000	- 0.00%
99	Drug Testing	8,000	5,500	(2,500) -31.25%
100	Bus Lift Maintenance	2,000	2,000	- 0.00%
101	Social Security	52,173	53,713	1,540 2.95%
102	Retirement Cost	128,624	143,445	14,821 11.52%
103	Hospital Insurance	103,768	107,933	4,165 4.01%
		2,758,699	2,786,559	27,860 1.01%
6600	FINANCIAL AND HUMAN RESOURCE SERVICES			
104	Salary - Finance	153,600	158,208	4,608 3.00%
105	Salary - Personnel	72,257	79,104	6,847 9.48%
106	Classified Salary Revision	90,000	90,000	- 0.00%
107	Supplements			
	Certified Staff	937,876	937,876	- 0.00%
	Classified Staff	241,576	241,576	- 0.00%
	School Administrators	80,130	80,130	- 0.00%
	Directors	37,910	37,910	- 0.00%
	School Nutrition	35,487	35,487	- 0.00%
108	Finance Office Supplies	10,000	10,000	- 0.00%
109	Recruitment	13,000	13,000	- 0.00%
110	Teacher License Renewal Fees	3,000	3,000	- 0.00%
111	Workers Comp Drug Screenings	1,000	1,000	- 0.00%
112	Pre-employment Screenings	1,000	1,000	- 0.00%
113	Awards Program	9,500	10,000	500 5.26%
114	Beginning Teachers Program	4,000	4,000	- 0.00%
115	NC New Teacher Support Program	11,000	11,000	- 0.00%
116	Liability Insurance (General and Cyber)	13,100	13,500	400 3.05%
117	Vehicle Insurance	22,033	23,000	967 4.39%
118	Property Insurance	70,900	71,000	100 0.14%
119	Fidelity Bonds	1,500	1,500	- 0.00%
120	Social Security	119,251	120,127	876 0.73%
121	Retirement Cost	293,996	320,810	26,814 9.12%
122	Hospital Insurance	36,624	38,094	1,470 4.01%
		2,258,740	2,301,323	42,583 1.89%

CURRENT EXPENSE FUND 2019-20					4/8/2019
DESCRIPTION		2018-19 ADOPTED BUDGET	2019-20 PROPOSED BUDGET	CHANGE	PERCENT INCREASE
<b>6700</b>	<b>ACCOUNTABILITY SERVICES</b>				
123	Supplies and Materials for Testing Department	16,000	6,000	(10,000)	-62.50%
		16,000	6,000	(10,000)	-62.50%
<b>6900</b>	<b>POLICY, LEADERSHIP, AND PUBLIC RELATIONS SERVICES</b>				
124	Salary - District Personnel	296,069	304,951	8,882	3.00%
125	Board of Education Staff Development	20,000	20,000	-	0.00%
126	Board of Education Compensation	23,000	23,000	-	0.00%
127	Board of Education Travel	7,500	7,500	-	0.00%
128	Legal Services	50,000	50,000	-	0.00%
129	Audit Services	42,000	44,000	2,000	4.76%
130	Membership Fees	60,000	60,000	-	0.00%
131	Public Relations Supplies	3,500	3,500	-	0.00%
132	Social Security	24,983	25,662	679	2.72%
133	Retirement Cost	55,839	62,302	6,463	11.57%
134	Hospital Insurance	18,312	19,047	735	4.01%
		601,202	619,962	18,759	3.12%
<b>8100</b>	<b>PAYMENT TO OTHER GOVERNMENTAL UNITS</b>				
135	Transfer to Charter Schools	491,040	498,699	7,659	1.56%
<b>TOTAL CURRENT EXPENSE BUDGET</b>		<b>13,880,455</b>	<b>14,685,945</b>	<b>805,490</b>	<b>5.80%</b>

<b>CURRENT EXPENSE FUND 2019-20</b>				<b>4/8/2019</b>
<b>SOURCE OF FUNDS</b>		<b>2018-19 ADOPTED BUDGET</b>	<b>2019-20 PROPOSED BUDGET</b>	<b>PERCENT INCREASE</b>
	Fines and Forfeitures	323,000	323,000	0.00%
	County Appropriation - General	12,969,825	13,675,289	5.44%
	County Appropriation - COLA Reserve	96,590	188,956	95.63%
	County Appropriation - Charter Schools*	491,040	498,699	1.56%
	<b>CURRENT EXPENSE REVENUE TOTAL</b>	<b>13,880,455</b>	<b>14,685,945</b>	<b>5.80%</b>
	Local Revenue	13,389,415	14,187,245	
	Allotted ADM per DPI	4,690	4,694	
	Local Revenue per ADM	2,855	3,022	
	Projected Charter School ADM	172	165	
	Total Budget for Charter Schools*	491,060	498,699	
		<b>2018-19 ADOPTED BUDGET</b>	<b>2019-20 PROPOSED BUDGET</b>	<b>PERCENT INCREASE</b>
	<b>Current Expense County Appropriation</b>	<b>13,557,455</b>	<b>14,362,945</b>	<b>5.94%</b>

<b>CAPITAL PROJECTS 2019-20</b>		<b>4/8/2019</b>	
<b>Recurring Capital Needs</b>		<b>Amount</b>	<b>Total</b>
1	1:1 Devices	200,000	
2	Classroom Presentation Technology	80,000	
3	Activity Bus Replacements	95,000	
4	Staff and Local Vehicle Replacements	85,000	
5	Custodial Floor Equipment	15,000	
6	Facilities - Furniture/Equipment	99,290	
7	Band/Arts Program Equipment	40,000	
8	Roof Maintenance	45,000	
9	Pavement Repair/Resurface	160,000	
10	Carpet & Tile Replacements	30,000	
11	Door Replacements	15,000	
12	HVAC / Sewer Pump Replacements	10,000	
13	Gym Floor Replacements/Recoat	75,000	
14	Cafeteria Tables Replacements	15,000	
15	Replace Kitchen/Cafeteria Equipment	55,000	
			1,019,290
<b>Current School Year Needs</b>			
1	VoIP - Green Valley	65,000	
2	Security Cameras	100,000	
3	Resurface Tennis Courts - WHS	60,000	
4	Tire Changer - Garage	16,500	
			241,500
<b>New School Facility Needs</b>			
1	Valle Crucis - New Construction Cost	35,000,000	
			35,000,000
	<b>Total Needs for 2019-20</b>	<b>36,260,790</b>	<b>36,260,790</b>

CAPITAL OUTLAY FUND 2019-20		4/8/2019
DESCRIPTION		2019-20 PROPOSED BUDGET
<b>CATEGORY I</b>		
1 Carpet & Tile Replacements	Lottery	30,000
2 Replace Kitchen/Cafeteria Equipment	Lottery	55,000
3 Resurface Tennis Courts	Lottery	60,000
4 VoIP System	Lottery	65,000
5 Gym Floor Replacements/Recoat	Lottery	75,000
6 Door Replacements	Lottery	15,000
7 Valle Crucis New Construction	Special Appropriation	35,000,000
8 Pavement Repair/Resurface	CIP Reserves	160,000
9 Roof Maintenance	CIP Reserves	45,000
10 Security Cameras	CIP Reserves	100,000
11 HVAC / Sewer Pump Replacements	CIP Reserves	10,000
<b>TOTAL CATEGORY I</b>		<b>35,615,000</b>
<b>CATEGORY II</b>		
1 Classroom Presentation Technology	CIP Reserves	80,000
2 Facilities - Furniture/Equipment	CIP Reserves	55,290
3 Facilities - Central Office Renovation	CIP Reserves	30,000
4 1:1 Devices	Current Capital	200,000
5 Custodial Floor Equipment	Current Capital	15,000
6 Maintenance Equipment	Current Capital	8,000
7 Transportation Equipment	Current Capital	6,000
8 Band Equipment	Current Capital	20,000
9 Arts Programs	Current Capital	20,000
10 Replace Cafeteria Tables District-wide	Current Capital	15,000
11 Tire Changer	Current Capital	16,500
<b>TOTAL CATEGORY II</b>		<b>465,790</b>
<b>CATEGORY III</b>		
1 Activity Bus Replacement	Current Capital	95,000
2 Staff Vehicle Replacement	Current Capital	85,000
<b>TOTAL CATEGORY III</b>		<b>180,000</b>
<b>CAPITAL OUTLAY BUDGET TOTAL</b>		<b>36,260,790</b>

CAPITAL OUTLAY FUND 2019-20				4/8/2019
SOURCE OF FUNDS	2018-19 ADOPTED BUDGET	2019-20 PROPOSED BUDGET	CHANGE	PERCENT INCREASE
NC Public School Building Lottery Fund	289,200	300,000	10,800	3.73%
County Appropriation	2,110,000	35,960,790	33,850,790	1604.30%
<b>CAPITAL OUTLAY TOTAL</b>	<b>2,399,200</b>	<b>36,260,790</b>	<b>33,861,590</b>	<b>1411.37%</b>



CURRENT EXPENSE AND CAPITAL OUTLAY FUND REVENUE 2019-20				4/8/2019
SOURCE OF FUNDS	2018-19 ADOPTED BUDGET	2019-20 PROPOSED BUDGET	CHANGE	PERCENT INCREASE
Fines and Forfeitures	323,000	323,000	-	0.00%
NC Public School Building Lottery Fund	289,200	300,000	10,800	3.73%
County Appropriation	15,667,455	50,323,735	34,656,280	221.20%
<b>TOTAL</b>	<b>16,279,655</b>	<b>50,946,735</b>	<b>34,667,080</b>	<b>212.95%</b>



February 6, 2019

Mr. Daniel Clark  
Watauga County Schools  
175 Pioneer Trail  
Boone, NC 28607

**Re: Watauga County Schools System schematic studies**

Dear Mr. Clark,

Clark Nexsen is pleased to present you with this fee proposal to expand upon our recent facilities study. The purpose of this work is to provide a deeper dive into the work required for each facility and provide a higher level of detail to the costs associated for each project. Described below is the scope associated with the work and the priorities for each school.

Based on our discussions the following priorities have been established:

**Phase 1**

**A) Hardin Park-Year 1(\$4,000,000)**

- i) Full roof replacement
- ii) HVAC modifications to include air conditioning, air quality improvements through introduction of outside air, review boiler configurations and determine if central building boiler can be eliminated. Part of this exercise will be to review two (2) – three (3) options for the mechanical system to determine the best alternative with respect to the life of the existing building and upfront costs.
- iii) Review the existing electrical system and determine any modifications that are required for the HVAC modifications.
- iv) Review the fire alarm system and determine required upgrades based on the remaining life of the building.

**B) Blowing Rock-Year 2(\$2,500,000)**

- i) Repair exterior wall leaks
- ii) Repair roof leaks
- iii) HVAC improvements- Modifications to include air conditioning, of note is improving indoor air quality and mitigation of possible radon infiltration within the building. Provide two (2) – three (3) options for the mechanical system to determine the best alternative.
- iv) Replace boiler in the auditorium building.
- v) Repair corridor to prevent dead end condition

~

**C) Parkway -Year 3 (\$2,500,000)**

- i) HVAC improvements- HVAC modifications to include air conditioning, air quality improvements through introduction of outside air. Provide two (2) – three (3) options for the mechanical system to determine the best alternative.
- ii) Review electrical requirements for HVAC modifications.
- iii) Review existing fire alarm system and make recommendations for improvements.
- iv) Corridor modifications for improved fire safety.

**Phase 2**

**A) Green Valley- Year 4(\$2,000,000)**

- i) HVAC modifications to include air conditioning, air quality improvements through introduction of outside air. Provide two (2) – three (3) options for the mechanical system to determine the best alternative.
- ii) Address the central egress stair that discharges into the corridor
- iii) Partial roof replacements

**B) Bethel-Year 5 (\$1,500,000)**

- i) HVAC modifications to include air conditioning, air quality improvements through introduction of outside air. Provide two (2) – three (3) options for the mechanical system to determine the best alternative.
- ii) Electrical work associated with HVAC improvements
- iii) Address Egress stair that is open to the corridor space.

**C) Cove Creek-Year 6 (\$1,820,000)**

- i) HVAC modifications to include air conditioning, air quality improvements through introduction of outside air. Provide two (2) – three (3) options for the mechanical system to determine the best alternative.

**D) Mabel- Year 7 (\$1,400,000)**

- i) HVAC modifications to include air conditioning, air quality improvements through introduction of outside air. Provide two (2) – three (3) options for the mechanical system to determine the best alternative.
- ii) Electrical improvements associated with HVAC modifications
- iii) Fire Alarm upgrade

The deliverables for the project will include the following items:

- a. Preliminary design for each of the above noted schools to include the following:
  - 1. Floor plans with preliminary layout of HVAC equipment, single line ductwork, piping schematics, as appropriate for the type of systems and narrative describing the type of system proposed and possible alternatives
  - 2. Preliminary drawings and details for roofing repairs or replacements



3. Preliminary drawings and details for fire alarm replacement or upgrades
4. Preliminary drawings for modifications to egress pathways and exits
- b. Statement of Probable Construction Costs for each of the facilities
  1. Statement will be built around each CSI division for work and include quantity take offs and material costs for each area of the project
- c. Field verification of the existing conditions
- d. Production of existing building floor plans and providing .dwg files to Watauga County School System. This is a very important component of this process and will support projects in the future.

Excluded from our proposal are the following items:

- a. Material testing or hazardous material assessments
- b. Destructive and non-destructive testing
- c. Building commissioning analysis
- d. Geotechnical explorations
- e. Site surveying
- f. Construction documents for the proposed systems. These will be required prior to going out to bid for the work.
- g. Items not specifically addressed above.

For the above noted items, we propose the following fees:

	<b>Phase 1</b>		
a.	Hardin Park preliminary design	\$	112,000
b.	Hardin Park existing building documentation/CAD production	\$	28,350
c.	Blowing Rock preliminary design	\$	70,000
d.	Blowing Rock existing building documentation/CAD production	\$	18,360
e.	Parkway preliminary design	\$	70,000
f.	Parkway existing building documentation/CAD production	\$	27,000
g.	Expenses associated with phase 1	\$	2,500
	<b>Phase 2</b>		
a.	Green Valley preliminary design	\$	56,000

**\$ 328,210**



b.	Green Valley existing building documentation/CAD production	\$	23,760
c.	Bethel preliminary design	\$	42,000
d.	Bethel existing building documentation/CAD production	\$	25,920
e.	Cove Creek preliminary design	\$	51,000
d.	Cove Creek existing building documentation/CAD production	\$	22,140
g.	Mabel preliminary design	\$	39,200
h.	Mabel existing building documentation/CAD production	\$	11,880
g.	Expenses associated with phase 2	\$	2,500

For the above the above noted items, we anticipate the work to take approximately 6 months from notice to proceed. We will work together with you to determine the exact schedule.

We would propose utilizing this letter as agreement between Watauga County Schools and Clark Nexsen. If you agree, please sign below and we will begin preparations.

Thank you again. We look forward to this opportunity to serve Watauga County Schools. Don't hesitate to contact me to discuss this further or if I can answer questions.

Sincerely,  
CLARK NEXSEN



Chadwick S. Roberson, AIA  
Managing Principal

Accepted by: \_\_\_\_\_ date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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## **STUDENT WELLNESS POLICY SUMMARY**

### **BOARD OF EDUCATION MEETING**

**April 8, 2019**

This summary, provided to the Watauga Board of Education by the School Health Advisory Council (SHAC), outlines district achievements in meeting several key goals stated in BOE Policy 6140 regarding student and employee wellness. The School Health Advisory Council, chaired by Paul Holden, Director of Student Services, serves the district as a Council that assists district staff in promoting student/employee wellness and child nutrition standards in compliance with state and federal requirements. The Council also has the primary mission of ensuring that Watauga County Schools' faculty, administration, and staff follow practices as set forth by the State Board of Education's Healthy Active Children Policy.

The School Health Advisory Council meets quarterly during the school year and includes the following members: Paul Holden (Chair), Mary Smalling (Principal), Candy Jones, (Watauga Medical Center), Ashley Greene (School Nurse), Monica Bolick (Child Nutrition), Elizabeth Kerley (AppHealthCare), Lee Ann McCall (Healthful Living teacher), Candis Walker (Parent), Donna Raichle (Physical Education teacher), Murray Hawkinson, (Daymark Recovery Services), Maria Julian (AppHealthCare), Meredith Jones (Curriculum Director), and Steve Combs (School Board).

The following serves as a summary of major initiatives addressed by the SHAC (set forth as goals in BOE Policy 6140):

#### **I. SCHOOL HEALTH ADVISORY COUNCIL**

During the 2018-19 school year, the SHAC has focused on themes of child nutrition, student mental health, student physical activity, employee wellness, and health services.

#### **II. PHYSICAL EDUCATION AND PHYSICAL ACTIVITY**

As in past years, the SHAC confirmed that school district staff are providing the necessary physical activity for students during the school week, including 150 minutes weekly physical education for elementary students, and 100 minutes weekly of physical education for middle school students, working towards the goal of increased health and physical education for middle school students. In addition, the K-8 staff provide the following afterschool physical activities: Girls on the Run Program at Blowing Rock, Cove Creek, Green Valley, Hardin Park, Parkway, & Valle Crucis; The Outdoor Club at Hardin Park provides opportunities for students to participate in hiking, biking, & trail maintenance twice per month, as well as learning CPR and first aid methods; and Bethel provides a running club for students as an afterschool physical activity.

**III. OTHER SCHOOL-BASED ACTIVITIES TO PROMOTE WELLNESS**

#3. Drinking water has been made available at all meal periods and throughout the school day. Child Nutrition staff have assured that either water fountains are readily accessible or water dispensers with cups are available in areas not covered by water fountains (This requirement is also noted in Section B of the policy under Nutrition Promotion and Nutrition Education.)

#8. Administrators, teachers, school nutrition personnel and other school employees are encouraged to serve as positive role models in promoting wellness. During the spring of the 2017-18 school year, the SHAC, as well as the school nurses, promoted the "Commit to Be Fit" program for employees, to encourage them to engage in weekly physical activities.

#10. Each school will annually hold a health fair to support student and employee healthy lifestyle choices. During the 2018-19 school year, health fairs are being held at each K-8 school and for 9<sup>th</sup> grade students at Watauga High. The K-8 health fairs are held on one school day for each of the schools, with students of each grade level participating during the grade's designated P.E. period. A sample of the activities includes: Grade 1 – vision screening, dental education, and handwashing education; Grade 3 – vision and height/weight screening, and hygiene activity; Grade 8 – height/weight screening, and hands-only CPR (a requirement for high school graduation.) Also, on April 2 & 3, 2019, the annual 2<sup>nd</sup> Grade Health Fair was held at the Paul H. Broyhill Wellness Center. Students move through a variety of stations that include tours of an ambulance with exposure to EMT practices, and a law enforcement car; hand-washing station; medication safety; car seat safety, pediatric dental practices, as well as radiology information.

An annual Staff Health Fair is held in conjunction with convocation activities prior to the start of the student academic year. A small sample of activities includes vision/hearing screenings, appointments for mammograms and other minor lab work, information delivered by community agencies on available physical and mental health services, nutrition information, and information on donor services.

The School Health Advisory Council (SHAC) serves to ensure that student and employee wellness continue to maintain the steady momentum necessary to achieve the goals of the Student Wellness Policy. The SHAC attempts to achieve a focus on student and employee physical & mental health, continued compliance with Child Nutrition requirements, and all the components of a comprehensive health program.

The Watauga County Board of Education (the “board”) recognizes that it is important for students to maintain their physical health and receive proper nutrition in order to take advantage of educational opportunities. The board further recognizes that student wellness and proper nutrition are related to a student’s physical well-being, growth, development, and readiness to learn. The board is committed to providing a school environment that promotes student wellness, proper nutrition, nutrition education, and regular physical activity as part of the total learning experience. As part of that commitment, the board directs the superintendent to oversee the development, implementation, and ongoing evaluation of this policy and other school system efforts to encourage students to be healthy and active, including compliance with the State Board of Education’s Healthy Active Children Policy, SHLT-000, as further described in Section F, below. The superintendent may designate a school system official to carry out this responsibility (“lead wellness official”).

The superintendent or designee shall make the most current version of this policy available to members of the school community and the public by posting it on the school system website and/or by distributing it annually through other means reasonably intended to reach the school community and public. In addition, the superintendent or designee shall provide a copy of this policy to the North Carolina Department of Public Instruction (NCDPI) when requested to do so.

**A. SCHOOL HEALTH ADVISORY COUNCIL**

The board will maintain a school health advisory council to help plan, update, implement, promote, and monitor this policy as well as to address other health and nutrition issues within the school system. The council serves as an advisory committee regarding student health issues and works in conjunction with the lead wellness official charged with oversight of this policy and the school system’s efforts to promote student and employee health and wellness in compliance with state and federal requirements. The council is authorized to examine related research and laws, assess student needs and the current school environment, review existing board policies and administrative regulations, collaborate with appropriate community agencies and organizations, and help raise awareness about student health issues. The council also may make policy recommendations to the board related to this policy and other policies concerning student wellness and in conjunction with the lead wellness official, shall periodically review and suggest revisions to this policy. In addition, the council may assist in the development of a plan for measuring and assessing implementation of this policy and in developing methods to inform and update the public about the content and implementation of this policy as described in Sections F and G, below.

The council will be composed of representatives from the school system, the local health department, and the community. The council must include members of each of the following groups: the school board, school system administrators, school system food service representatives, physical education teachers, school health professionals, students, parents or guardians, and the public. The council will provide information to the board about the following areas or concerns: (1) physical activity, (2) health education, (3)



employee wellness, (4) health services, (5) social and emotional climate, (6) nutrition environment and services, (7) counseling, psychological, and social services, (8) physical environment, (9) family engagement, and (10) community involvement.

The council shall provide periodic reports to the board and public regarding the status of its work. In addition, the council shall assist the lead wellness official in creating an annual report that includes the minutes of physical activity and the minutes of physical education and/or healthful living education received by students in the system each school year, as well as any other information required by the State Board of Education or NCDPI.

#### **B. NUTRITION PROMOTION AND NUTRITION EDUCATION**

The board believes that promoting student health and nutrition enhances readiness for learning and increases student achievement. The general goals of nutrition promotion and nutrition education are (1) to provide appropriate instruction for the acquisition of behaviors that contribute to a healthy lifestyle for students and (2) to teach, encourage, and support healthy eating by students.

The board will provide nutrition education within the Healthful Living Standard Course of Study and the grade level expectations outlined in the Healthful Living Essential Standards adopted by the State Board of Education. Nutrition education should be designed to provide all students with the knowledge and skills needed to lead healthy lives. Students should learn to address nutrition-related health concerns through age-appropriate nutrition education lessons and activities.

Nutrition education and promotion should extend beyond the school environment by engaging and involving families and communities. School system personnel may coordinate with agencies and community organizations to provide opportunities for appropriate student projects related to nutrition. School system personnel are to work to disseminate and promote consistent nutrition messages throughout the school system, schools, classrooms, school dining areas, homes, community, and media.

In conjunction with the school health advisory council, the board establishes the following additional specific evidence-based goals and strategies for nutrition promotion and education. The board will periodically measure and report progress toward meeting these goals.

- Teachers will integrate nutrition education into the curriculum as appropriate.
- Nutrition education will promote fruits, vegetables, whole-grain products, low-fat dairy products, healthy food preparation methods, and appropriate portion sizes.
- Nutrition and health posters, signage, and/or displays will be exhibited in the cafeteria food service and dining areas and will be rotated, updated, or changed as new or additional information is available.

- Students will have opportunities to taste foods that are low in saturated and trans fats, sodium, and added sugar.
- School personnel will strive to provide a pleasant eating experience for students and adults by adopting the following practices:
  - Student input is solicited for meal choices.
  - Nutrient analysis is available to teachers, parents, students, and health professionals when possible.
  - Adequate time to eat is provided. The recommended eating time for each child after being served is 15 minutes for breakfast and 20 minutes for lunch. School personnel will schedule enough time, lunch periods, and serving lines so students do not have to spend excessive time waiting in line.
  - Adult supervision and role modeling is available during the meal service times to encourage students to eat meals.
  - Drinking fountains will be available for students to get water at meals and throughout the day.

**C. NUTRITION STANDARDS AND GUIDELINES FOR ALL FOOD AND BEVERAGES AVAILABLE AT SCHOOL**

Consistent with policy 6200, Goals of School Nutrition Services, all foods available in the system's schools during the school day that are offered to students should help promote student health, reduce childhood obesity, provide a variety of nutritional meals, and promote lifelong healthy eating habits. All foods and beverages sold at school must meet the nutrition standards established in policy 6230, School Meal and Competitive Foods Standards, including the following:

**1. School Lunch, Breakfast and Snack Programs**

Foods provided through the National School Lunch and School Breakfast, or After School Snack Programs must comply with federal and state nutrition standards. The director of child nutrition shall ensure that school system guidelines for reimbursable meals are not less restrictive than regulations and guidelines issued for schools in accordance with federal law.

**2. Competitive Foods**

All foods sold on school campuses in areas that are accessible to students during the school day (defined as the period from midnight through 30 minutes after the dismissal bell rings) in competition with the National School Lunch or School Breakfast Programs ("competitive foods") must comply with the federal Smart

Snacks in Schools standards. Competitive foods include food, snacks and beverages from a la carte menus, vending machines, and outside suppliers, as well as foods or beverages sold in school stores and at fund-raisers. Vending machine sales also must comply with the requirements of G.S. 115C-264.2 and *Eat Smart: North Carolina's Recommended Standards for All Foods in Schools*.

3. Other Foods Available on the School Campus During the School Day and After the School Day

School principals shall establish rules for foods and beverages brought from home for classroom events or parties during the school day or for extracurricular activities after the school day. The board encourages principals to establish rules that are consistent with the Smart Snacks in Schools standards.

Fundraising activities that involve the sale of foods and/or beverages to students during the school day (from midnight until 30 minutes after the dismissal bell rings) must comply with the Smart Snack Rules and may not be conducted until after the end of the last lunch period. See policy 6230, School Meal and Competitive Foods Standards.

School principals may establish standards for fund-raising activities conducted after the school day (beginning 31 minutes after the dismissal bell rings) that involve the sale of food and/or beverages. The board encourages alternative fundraising activities such as non-food items or physical activity.

4. Food and Beverage Marketing

Food and beverage marketing on school campuses during the school day must meet federal and state standards. In accordance with these standards, only foods and beverages that meet the Smart Snack standards (as described in subsection C.2, above) may be marketed or advertised on school campuses during the school day. To comply with this requirement, existing supplies, materials, or equipment that depict noncompliant products or logos will be replaced or removed in accordance with normal lifecycles or as otherwise would occur in the normal course of business.

**D. PHYSICAL EDUCATION AND PHYSICAL ACTIVITY**

1. Goals of the Physical Education Program

The goal of the physical education program is to promote lifelong physical activity and provide instruction in the skills and knowledge necessary for lifelong participation in physical activity. To address issues such as obesity, cardiovascular disease, and Type II diabetes, students enrolled in kindergarten through eighth grade must have the opportunity to participate in physical activity as part of the

system's physical education curriculum. The goal for elementary schools is to provide 150 minutes weekly of quality physical education with a certified physical education teacher. The goal for middle schools is to provide 225 minutes weekly of Healthful Living Education, divided equally between health and physical education with certified health and physical education teachers.

2. The Physical Education Course

The physical education course should be designed to foster support and guidance for being physically active, help students know and understand the value of being physically fit, and teach students the types of activities that contribute to total fitness. The course is to be taught in an environment where students can learn, practice, and receive assessment on developmentally appropriate skills and knowledge as defined in the North Carolina Healthful Living Standard Course of Study. Students should be engaged in moderate to vigorous physical activity for fifty percent or more of class time. Class for physical education should be equivalent in size to those of other academic classes.

3. Physical Activity Requirements and Goals

School personnel should strive to provide opportunities for age- and developmentally-appropriate physical activity during the day for all students so that students can learn how to maintain a physically active lifestyle. Schools must provide a minimum of 30 minutes of moderate to vigorous physical activity daily for kindergarten through eighth-grade students. Such activity may be achieved through a regular daily physical education class as described in Sections D.1 and D.2 above, or through recess, dance, classroom energizers and/or other curriculum-based physical activity programs of at least 10 minutes duration, that, when combined, total 30 minutes of daily physical activity. Principals shall work with teachers to ensure that students meet the minimum physical activity requirement. The board will periodically measure and report progress toward meeting these goals.

To ensure that students have ongoing opportunities for physical activity and maintain a positive attitude towards physical activity, structured/unstructured recess and other physical activity may not be taken away from students as a form of punishment. In addition, severe and inappropriate exercise may not be used as a form of punishment for students.

In conjunction with the school health advisory council, the board establishes the following additional specific evidence-based goals and strategies for physical activity:

- K-8 schools and the high school will provide extra-curricular activities that enable students to select from a variety of sports and other active endeavors.

- Teachers will incorporate opportunities for physical activity in the classroom when possible.
- The K-8 schools will provide annual fitness testing for students in grades 3 through 8.

**E. OTHER SCHOOL-BASED ACTIVITIES TO PROMOTE WELLNESS**

In addition to the standards discussed above, the board adopts the following goals for school-based activities designed to promote wellness:

1. Schools will provide a clean and safe meal environment.
2. Students will be provided adequate time to eat meals.
3. Drinking water will be available at all meal periods and throughout the school day.
4. Professional development will be provided for school system nutrition staff.
5. To the extent possible, the school system will utilize available funding and outside programs to enhance student wellness.
6. Food will not be used in the schools as a reward or punishment.
7. As appropriate, the goals of this wellness policy will be considered in planning all school-based activities.
8. Administrators, teachers, school nutrition personnel, students, parents or guardians, and community members will be encouraged to serve as positive role models to promote student wellness.
9. Teachers are encouraged to serve as role models by being physically active alongside their students during physical classroom activities.
10. Each school will annually hold a health fair to provide information supporting healthy lifestyle choices and practices.

**F. IMPLEMENTATION AND REVIEW OF POLICY**

1. Oversight and Monitoring of Implementation and Progress

The lead wellness official, in conjunction with the school health advisory council, shall oversee the implementation of this policy and monitor system schools,

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programs, and curricula to ensure compliance with and to assess progress under this policy, related policies, and established guidelines or administrative regulations. Each principal shall be responsible for and shall report to the lead wellness official regarding compliance and measurements of progress in his or her school. Staff members responsible for programs related to student wellness also shall report to the lead wellness official regarding the status of such programs.

2. Review of Policy

The lead wellness official shall work with members of the school health advisory council to periodically review and update this policy based on the triennial assessment of the school system's compliance with the policy (see subsection F.4. below), progress toward meeting the policy goals, and other relevant factors. The lead wellness official shall document the review process and participants, and the method used to notify the school health advisory council and/or other stakeholders of their ability to participate.

3. Annual Reporting

The lead wellness official shall prepare annual written reports to the superintendent and NCDPI/State Board of Education that provide all information required by the superintendent and/or the state pertaining to the school system's efforts to comply with this policy and SBE policy SHLT-000.

4. Triennial Assessment

Beginning with school year 2017-18, and at least once every three years thereafter, the superintendent or designee shall report to the board and public on the system's compliance with laws and policies related to student wellness, the implementation of this policy, and progress toward meeting the goals of the policy. At a minimum, the superintendent or designee shall measure and report the following:

- 1) the extent to which the individual schools are in compliance with this policy;
- 2) the extent to which the board's wellness policy compares to model local school wellness policies and meets state and federal requirements; and
- 3) a description of the progress made in attaining the goals of this policy.

The report may also include the following items:

- 4) a summary of each school's activities undertaken in support of the policy goals;
- 5) an assessment of the school environment regarding student wellness issues;
- 6) an evaluation of the school nutrition services program;
- 7) a review of all foods and beverages sold in schools for compliance with established nutrition guidelines;
- 8) a review of guidelines for foods and beverages available, but not sold, during the school day, as described in subsection c.3, above;
- 9) information provided in the report from the school health advisory council, as described in Section A, above; and
- 10) suggestions for improvement to this policy or other policies or programs.

#### **G. PUBLIC NOTIFICATION**

1. The school system will publish contact information for the lead wellness official on the school system website.
2. The lead wellness official shall assist the school health advisory council with annually informing and updating the public about this policy and its implementation and State Board policy SHLT-000.
3. The superintendent or designee shall make public the results of the triennial assessment described in subsection F.4. of this policy.
4. All information required to be reported under this section and any additional information required by the state to be reported publicly shall be widely disseminated to students, parents, and the community in an accessible and easily understood manner, which may include by posting on the school system website.

#### **H. RECORDKEEPING**

The superintendent shall maintain records to document compliance with this policy and all federal and state requirements. These records, at a minimum, must include:

1. a written copy of this policy and any updates;
2. the most recent triennial assessment for each school;

3. documentation demonstrating:
  - a. the efforts to review and update this policy, as described in subsection F.2 of this policy;
  - b. how this policy and information about the most recent triennial assessments have been made available to the public, as described in Section G;
  - c. compliance with the annual reporting requirements of subsection F.3; and
  - d. other efforts to involve the school health advisory council and/or other community members in the implementation of or assessment of compliance with this policy.

Legal References: Child Nutrition and WIC Reauthorization Act of 2004, 42 U.S.C. 1751; Healthy, Hunger-Free Kids Act of 2010, P.L. 111-296; National School Lunch Act, 42 U.S.C. 1751 *et seq.*; 7 C.F.R. 210.11, 210.12, and 210.31; G.S. 115C-264.2, -264.3; 16 N.C.A.C. 6H .0104; State Board of Education Policies SHLT-000, CHNU-002, NCAC-6H.0004; *Eat Smart: North Carolina's Recommended Standards for All Foods in Schools*, N.C. Department of Health and Human Services, N.C. Division of Public Health (2004)

Cross References: Goals of Student Health Services (policy 6100), Goals of School Nutrition Services (policy 6200), School Meal and Competitive Foods Standards (policy 6230)

Adopted: June 8, 2015

Replaces: Board Policy 4.01.80, Wellness Policy

Revised: January 15, 2018; November 13, 2018



**A. QUALIFICATIONS**

Any person possessing the qualifications for election to public office as provided in Article VI, Section 6 of the Constitution of North Carolina and who is a qualified voter and resident of the election district from which he or she seeks to be elected is eligible to serve as a member of the Watauga County Board of Education (the "board").

Any person elected or appointed to the board and also employed by the board must resign his or her employment before taking office as a member of the board.

Membership on the board may be held concurrently with an appointive office but not with an elective office. See G.S. 128-1.1.

**B. MEMBERSHIP AND TERMS OF OFFICE**

The board of education will consist of five (5) members. Four members of the board have terms of 4 years, staggered so that two of these terms expire at the next general election and the other two at the following general election. The remaining member of the board has a term of 2 years. All elections are nonpartisan and are to be held at the time of the November general election in even-numbered years.

At every general election, two of the 4-year terms expire and will be filled by the two nominees receiving the two highest numbers of votes. Nominees receiving the next highest numbers of votes will fill the expiring two-year term and any 4-year term vacancies will be filled as described in Policy 1315, Unexpired Term Fulfillment.

**C. OATH OF OFFICE**

Before taking office, newly elected board members will take and sign the following oath or affirmation at the board meeting held in ~~on the first Monday in~~ December following their election:

"I, \_\_\_\_\_, do solemnly swear (or affirm) that I will support and maintain the Constitution and laws of the United States, and the Constitution and laws of the State of North Carolina not inconsistent therewith, and that I will faithfully discharge my duties as a member of the Watauga County Board of Education, so help me God [omit phrase if affirming]."

If a board member enters on the duties of his or her office before taking, subscribing, and filing the oath of office, he or she will be ejected from office.

**D. ORIENTATION**

The superintendent shall provide orientation for new board members within thirty days of their taking office.

**E. STUDENT MEMBERS**

Because youth have fresh and different perspectives that aid in keeping the focus on student success, adding a student member to the Board of Education will create a direct link from the discussions and decisions made by the Board to the youth of our community. Youth members will advise the Board of the views of their constituency and assist with community support for district initiatives. Youth members will add enthusiasm and value to the work of the WCBOE as they learn valuable skills for their future.

Two students from Watauga High School shall represent students of the Watauga County Schools as non-voting members of the Watauga County School Board of Education.

The superintendent shall provide procedures to identify and assist the board in selecting the student members.

Legal References: N.C. Const. art. VI, §§ 6 and 7; G.S. 14-229; 115C-35, -37; 128-1.1; 1967 Session Laws Ch. 1254, 1969 Session Law Ch.1260, and 1985 Session Laws Ch. 55

Cross References:

Adopted: November 9, 2015

Replaces: Board policy 1.02, Membership of the Board

**A. STANDING COMMITTEES**

The Watauga Board of Education (the “board”) will organize standing committees for the purpose of conducting thorough deliberations and investigations of issues and informing and recommending action to the board as appropriate.

Standing committees of the board are: Calendar Committee, Elementary Curriculum, Finance, High School Curriculum, Personnel Advisory, Media and Technology Advisory Committee and Student Services.

The board representative on each standing committee will be named by the chairperson of the board on an annual basis at the December or January meeting. Members of standing committees shall be approved by the board annually. The number of members of each committee shall be determined by the operational procedure of the committee. The assignment of individual board members to these committees will be published each year.

Standing committees shall have a procedure of operation approved by the board. The committee chairperson will preside at all committee meetings and be responsible for reporting to the board on the activities of the committee. The committee chairperson will call meetings and establish an agenda for each committee meeting that includes any item suggested by the superintendent, committee member or board member. An adequate record of committee meetings shall be provided to the board.

The board chairperson and the superintendent will be an ex-officio member of each committee. The standing committee chairs are responsible for submitting agenda items for regular meetings to the superintendent. The superintendent or designee shall assist the chairperson of each standing committee in the preparation of the agenda and in ensuring that information is available to the committee during its deliberation of issues.

A standing committee may only make recommendations to the board and has no authority to act on behalf of the board unless specifically authorized by law, board policy or the board. Committee reports shall be submitted to the board. They shall be in writing and shall be included in the materials for board action.

**B. AD HOC COMMITTEES**

As time and situations demand, ad hoc committees may be appointed by the chairperson with the approval of the board for special assignments. Ad hoc committees have no final authority and are subordinate and advisory to the board. They shall terminate upon completion of the assignment, or at any time by a vote of the board. The board chairperson or designee shall serve as an ex-officio member of ad hoc committees.

**C. OPEN MEETINGS LAW**

All committees of the board are public bodies within the meaning of the North Carolina Open Meetings Law and are subject to all requirements of that law pertaining to notice, closed sessions, minutes, voting and penalties (see policy 1420, Compliance with the Open Meetings Law). The chairperson of each committee shall notify the superintendent or designee of the time and date of all committee meetings within sufficient time to notify the public of the meetings as required by law.

Legal References: G.S. 115C-36; 143-318.9 *et seq.*

Cross References: Compliance with the Open Meetings Law (policy 1420), Closed Sessions (policy 1421)

Adopted: October 12, 2015

Replaces: Policy 1.06, Board Committees

Revised: May 9, 2016

The Watauga County Board of Education (the “board”) recognizes that online instruction is a valuable tool for affording students extended educational options. The board will provide opportunities for students to participate in online instruction to the extent that it is academically and financially prudent.

School ~~guidance~~ counselors shall advise students on North Carolina Virtual Public School courses and other online courses available for credit. Enrollment in an online for credit course will count toward satisfying board requirements related to minimum instructional days, seat time policies, student attendance, and athletic and/or extracurricular obligations.

A student, with the principal’s prior approval, may enroll in an online course with assistance from the school e-learning advisor. The principal shall designate a certified staff member at the school to serve as e-learning advisor, who will be responsible for coordinating the enrollment of students in online courses, monitoring students’ progress in those courses, and supervising any required testing. In addition, the principal shall ensure that the e-learning advisor implements a plan for supporting credit recovery students throughout the semester.

Every attempt will be made to have students take the course(s) as part of his/her regular school day, as some Distance Learning programs require this. In grades 6-8, courses may not be able to be scheduled during the school day. It is expected that students will complete these courses outside of the regular instructional day.

North Carolina Virtual Public School classes:

Local Boards of Education may register (non-public school) students for a NCVPS class upon verification from the NCVPS that such enrollment will not exclude enrolled public school students from registering for the class. The local board of education may charge tuition, established by the State Board of Education in March of each year for all courses offered in the summer and following school year. The State Board will identify the portion of the tuition to be retained by the local board of education. Session Law 2009-451, Section 7.33

In grades 6-8, a form of request to take a course, with the signature of the principal, must be filled out and sent to the WHS Principal. The WHS Principal will determine if the district has enough slots to enroll the student in the course. Priority for Distance Learning courses will be for high school students needing these courses to graduate.

All distance learning students must meet the attendance policy of the course provider and should follow the schedule for his/her specific class, e.g. inclement weather, holidays, etc.

If a student is expelled while dual-enrolled through the Distance Learning Program, the dual-enrolled institution will be informed expulsion policies will apply. In addition, the expulsion policies of the Distance Learning course provider will apply.

If a student loses computer privileges, the student will be withdrawn from the course if it is the policy of the Distance Learning provider.

North Carolina High School Athletic Association regulations will apply.

The superintendent shall develop regulations consistent with State Board of Education requirements and this policy for students enrolling in online instruction.

Legal References: S.L. 2017-173; State Board of Education Policy CCRE-001

Cross References: Dual Enrollment (policy 3101)

Adopted: August 3, 2015

Revised: August 14, 2017 and February 12, 2018 (Legal references only)

<b>Policy</b>  <b>MEDIA AND TECHNOLOGY ADVISORY COMMITTEE</b>	<b>Watauga County Schools</b>	
	<b>Number</b>	<b>4.01.35</b>
	<b>Adopted</b>	<b>5/18/93</b>
	<b>Revised</b>	<b>11/04/13</b>

It is the school system's responsibility to prepare students to meet the challenges of an information society and its rapidly changing technologies. Students, teachers, support staff, and administrators shall be provided the means to use a variety of forms of technologies in support of the educational process. Technology shall be an integral part of the curriculum, the instructional program, and the assessment process to support the educational objectives of the school system. As a valuable educational tool, technology can enhance student learning at all levels, can provide resources to teachers to enrich classroom instruction, and can provide teachers, support staff, and administrators resources to access, manage, and communicate information effectively and efficiently.

A technology plan designed to support the educational process shall be developed by a county-wide Media and Technology Advisory Committee and submitted to the Board of Education for consideration. The technology plan and the curriculum goals shall be used as guides to determine appropriate use of current available technology and purchase of additional software, hardware, and other technology -related items.

The technology plan will be a flexible, living document within which development will continue. Adjustments to the plan will be made to reflect changes in the world around us-in the workplace and in the schools as new technology develops and as the curriculum changes.

The plan shall be reviewed and updated by the county-wide Media and Technology Advisory Committee at least annually and resubmitted to the Board of Education for their consideration. During the review/update process, consideration shall be given to an evaluation of current technology use, the effectiveness of its implementation, and its integration into the curriculum. Funding for the plan shall be determined through the annual budget process.

### Media and Technology Advisory Committee

#### Purpose

The purpose of the district-wide Media and Technology Advisory Committee is to prepare and maintain the Technology Plan for submission to the Board of Education. The committee shall also participate in the decisions regarding recommendations for use of funds designated for technology. It will coordinate an annual evaluation of the technology implementation and make recommendations to the Board of Education regarding technology issues.

#### Membership

The membership will consist of school-based members, central office members, the superintendent (ex-officio), one board member, two parents, and two students. Each school and various grade levels shall be represented.

The Media and Technology Advisory Committee shall consist of the following:

- Director of Technology
- Members of the District Technology Team
- At least four school-based instructional technology facilitators (including at least one from WHS) \*
- At least four media specialists \*
- Four teachers who represent K-2, 3 -5, 6-8, and 9-12 \*
- A teacher's assistant \*
- A principal
- The superintendent (ex-officio)
- Director of Elementary Education and Director of Secondary Education
- A Board of Education member
- Two parents
- Two students

\* The total number of school-based media specialists, teachers, and technology specialists shall include a representative from each school. Each school representative should provide reports from the district-wide committee back to the School Improvement Team and other school based technology committees.

#### Term of Office

For school-based personnel, the term of office shall be for two years with no more than one-half of the membership having an expiring term annually. Students and parents (with a currently enrolled student) shall serve a one year term. Central office technology personnel and a high school technology specialist will remain permanent members of the committee. Any member may remain on the technology committee three years if he/she chooses.

When members rotate off the Media and Technology Advisory Committee leaving vacancies, those schools with limited or no representation will be sent a notice to submit a nominee from one or more of the vacant categories. The Media and Technology Advisory Committee will forward recommended nominees to the Board of Education for approval.

#### Procedure of Operation

1. Meetings of the committee shall be held a minimum of three times a year on the fourth Wednesday of the month. Meetings may be rescheduled or special meetings may be called by the chairperson. The time of the meetings shall be set at the September meeting.
2. The Director of Technology or his/her designee shall serve as chairperson.
3. A majority of voting members shall constitute a quorum at all meetings of the committee.
4. When a committee member plans to be absent from a meeting, the member shall send a representative from his/her school. That representative shall be entitled to voting privileges at the meeting attended.



5. Special sub-committees may be established to deal with particular concerns which have an impact on technology implementation and which need the involvement of committee members.
6. The recorder shall record and maintain as a business file the minutes of all committee meetings and shall submit copies of the minutes, as edited by the chairperson, to committee members. Copies of approved minutes shall be submitted to the local board of education.
7. A list of committee members for the following school year shall be presented to the board for approval at its June meeting.

Revised:    March 13, 1995  
              March 11, 1997  
              November 4, 2013

The purpose of the Elementary Curriculum Committee is to review current policies and to make curriculum recommendations to the Watauga County Board of Education.

**A. MEMBERSHIP**

Members for the Elementary Curriculum Committee shall be nominated by the school or group that they represent. Representatives shall be presented to the district curriculum team. A member of the district curriculum team shall present the names to the Board of Education at their June meeting.

The term of office shall be for three years as initial terms expire. Each year, a third of the membership will rotate off the committee due to expiring terms. Recommendations for new members to fill expiring terms will be made each year in May.

**B. REPRESENTATION**

The Elementary Curriculum Committee shall include teachers from each K-8 school, one principal or assistant principal, curriculum staff, and a Board of Education member. School representatives shall serve three-year terms. The district curriculum team shall maintain a roster of expiration terms per school and advise principals when openings need to be filled.

Bethel, Cove Creek, and Mabel will each be represented by one K-5 teacher and one 6-8 teacher.

Blowing Rock, Green Valley, Hardin Park, Parkway, and Valle Crucis will each be represented by one K-2 teacher, one 3-5 teacher, and one 6-8 teacher

Other representatives:

one Principal or Assistant Principal

one K-8 Exceptional Children's Teacher

one K-8 AIG Teacher

one K-8 Physical Education Teacher

one K-8 Fine Arts Teacher

one K-8 Career and Technical Education Teacher

one K-8 Instructional Technology Facilitator or Media Specialist

one K-8 Reading/Intervention Specialist

one K-8 ESL Teacher

one member of the district curriculum team

Ex officio, non-voting, representatives:

Superintendent's Designee

Superintendent

Board of Education Member

**Total Membership:**

3 K-5 teachers

5 K-2 teachers

5 3-5 teachers

8 6-8 teachers

1 principal or assistant principal

8 district-wide representative teachers

1 curriculum director

1 Board of Education member (ex officio)

1 superintendent (ex officio)

1 superintendent designee (ex officio)

31 members (plus 3 ex officio members)

**C. PROCEDURE OF OPERATION**

1. Regular meetings of the committee shall be held September through May. Meetings may be rescheduled or special meetings may be called by the chairperson. The committee will meet at least three times per year. The dates and time of the meetings shall be set at the September meeting.
2. The committee shall elect a chairperson annually. A member of the district curriculum team shall serve as the recorder.

3. At least 70% of the voting membership shall be present at a meeting before a vote is taken.
4. Minutes of the meetings shall be maintained as a permanent file of business.
5. When minutes have been approved by the committee, a copy shall be posted at the central office, each elementary school, and the high school. The minutes shall be discussed by faculty representatives in their respective elementary schools. Approved minutes shall be submitted to the Board of Education.
6. The committee shall periodically review all existing policies concerning elementary curriculum.
7. Policy recommendations shall be reviewed by the committee and submitted to the Board of Education, following procedures established by that body.
8. Curricular matters may be referred to the committee by any committee member, school staff member, board member, or other interested person.

Revised:     June 3, 1987  
              October 28, 1991  
              March 11, 1997  
              May 09, 2005  
              October 08, 2007  
              March 09, 2009  
              June 8, 2015  
              November 14, 2016

The purpose of the Watauga High School Curriculum Committee is to review current and proposed curriculum policies and to make curriculum recommendations to the Watauga County Board of Education.

**A. MEMBERSHIP**

Voting members of the committee shall be:

At least one representative from each department:

Arts Education, Career & Technical Education, English/Language Arts, Exceptional Students, World Languages, Mathematics, Media/Technology Services, Occupational Course of Study, Health and Physical Education, Science, Social Studies, Student Services.

The Watauga High School Principal or administrative designee – Chair of Committee  
The Assistant Principal for Curriculum and Instruction (may also serve as administrative designee/Chair of Committee)  
One parent representative

Total of 15 voting members

Ex officio, non voting, members shall be:

The Superintendent or designee  
One member of the Watauga County Schools Board of Education

**B. PROCEDURES**

1. A list of committee members shall be presented to the board for approval at its June meeting.
2. Regular meetings shall be held on a Tuesday each month from September through May at Watauga High School. The committee shall meet at least three times per year. Meetings may be rescheduled and special meetings may be called by the Chair if necessary.
3. A department representative who is unable to attend a meeting may be represented by another member of that department. That representative shall be entitled to voting privileges at the meeting attended.
4. The Chair shall preside at all meetings of the committee.
5. The committee shall elect a recorder annually.

6. 70% of the voting membership (11) shall be present for a vote to be taken.
7. Minutes of the meetings shall be maintained as a permanent file of business at the high school by the recorder. Minutes shall be approved by the committee, and shall be submitted to the Board of Education by the Chair of the committee.
8. The committee shall periodically review all existing policies concerning high school curriculum.
9. Policy recommendations shall be reviewed by the committee and submitted to the Board of Education following procedures established by that body.
10. Curricular matters may be referred to the committee by any committee member, school staff member, board member, or other interested person.

#### **C. POLICY AMENDMENT**

This policy may be amended in the following manner:

1. a. A proposed amendment must be approved at a regular meeting of the committee by a majority vote, provided the proposed amendment(s) has (have) been submitted in writing to all members at least five (5) days before the meeting; and  
b. Any proposed amendment so approved by the committee must be approved by the Watauga County Board of Education; or
2. The Watauga County Board of Education may amend this policy.

Revised: May 4, 1987  
September 10, 1990  
September 9, 1991  
July 09, 2007  
June 8, 1992

March 11, 1997  
October 6, 1997  
September 10, 2007  
May 13, 2013  
December 12, 2016

<b>Policy</b>  <b>DISTANCE LEARNING POLICY</b>	<b>Number</b> <b>4.04.90</b>
	<b>Adopted</b> <b>4/4/80</b>
	<b>Revised</b> <b>10/14/13</b>

The Watauga County Board of Education encourages academic rigor for all students in all disciplines. The Distance Learning Program is an option for students enrolled in Watauga County Public Schools. Students may receive high school credit for approved courses successfully completed through a college/university, community college/technical school, or distance learning program prior to graduation.

The Principal/designee, the grade level counselor, and the Distance Learning Advisor will determine the appropriateness of college coursework as a part of the student's high school course of study and the appropriate schedule for the course(s).

#### Distance Learning Courses

The Watauga County Board of Education recognizes the need to expand curricular opportunities for Watauga County students. The BOE further encourages the use of technology for the purpose of preparing a globally competitive workforce and citizenry for the 21<sup>st</sup> century.

The purpose of Distance Learning is to provide courses that augment a local school's program of study and offer a schedule that will meet the needs of individual students. Distance learning is not intended to substitute for courses that are offered to students through Watauga County Schools. Students may begin taking courses for which they have met all pre-requisites after completing sixth grade, unless the course is the next course a student would take in an accelerated academic course of study.

1. All courses will be taught by a certified teacher in the certified subject. Once the on-line course is completed, the student will receive credit on his or her school transcript from the Watauga County School.
2. Distance Learning includes, but is not limited to, NCVPS, UNCG iSchool, Community College Distance Learning Programs, Florida Virtual Public School, or any other program approved by the North Carolina Department of Public Instruction.
3. Distance Learning courses will follow the policies as instructed by the particular institutions that oversee each course.
4. All approved students will complete their courses under the guidance of the Distance Learning Advisor who will work with the appropriate grade-level counselor to ensure all pre-requisites are met.
5. At Watauga High School, every attempt will be made to have the student take the course as part of his/her regular school day, and some Distance Learning programs require this. In grades 6-8, courses may not be able to be scheduled during the school day. It is expected that students will complete these courses outside of the regular instructional day.
6. The student will be responsible for replacement costs of any damaged or lost materials provided by Watauga County Schools.
7. North Carolina Virtual Public School classes:  
Local Boards of education may register (non-public school) students for a NCVPS class upon verification from the NCVPS that such enrollment will not exclude enrolled public school students from registering for the class. The local board of education shall charge tuition, established by the State Board of Education in March of each year for all courses offered in the summer and following school year. The State Board will identify the portion of the tuition to be retained by the local board of education. Session Law 2009-451, Section 7.33
8. Students from other districts or states who are paying tuition according to the WCS Tuition policy are considered public school students in WCS and will not be charged for NCVPS courses.

At Watauga High School, Students seeking to enroll in all Distance Learning Programs should meet with the Distance Learning Advisor to learn appropriate admissions policies and procedures. In grades 6-8, students seeking to enroll in all Distance Learning Programs should meet with their counselor and principal to determine the appropriateness of the coursework.

In grades 6-8, a form of request to take a course, with the signature of the principal, must be filled out and sent to the WHS Principal. The WHS Principal will determine if the district has enough slots to enroll the student in the course. Priority for Distance Learning courses will be for high school students needing these courses to graduate.

Students seeking to enroll in Caldwell Community College Distance Learning Courses must follow the procedure for dual-enrollment as listed in Policy 4.04.30.

If transcripts are needed for application to other colleges/universities, it is the responsibility of the student to request the transcript from the college/university from which credits were received.

Students/parents/legal guardians are responsible for any costs related to enrolling in college courses when applicable.

The student, parent or legal guardian is responsible for providing transportation to and from the college or university campus if it is required for a distance learning activity.

All distance learning students must meet the attendance policy of the course provider and should follow the schedule for his/her specific class, e.g. inclement weather, holidays, etc.

If a student is expelled from WHS while dual-enrolled through the Distance Learning Program, the dual-enrolled institution will be informed and WHS expulsion policies will apply. In addition, the expulsion policies of the Distance Learning course provider will apply.

If a student loses computer privileges at WHS, the student will be withdrawn from the course if it is the policy of the Distance Learning provider.

North Carolina High School Athletic Association regulations will apply.

*Legal References: GS: 115C-36, GS: 115C-47; GS: 115C-81; GS: 115C-150.5; GS: 115C-150.6;*

*NCAC-6D .0103; NCAC-2C.0305*

Cross-reference:       Watauga County BOE Policy # 4.01.70: *Transfer of Credit*  
                              Watauga County BOE Policy # 5.07.20: *Rules of Conduct*  
                              Watauga Count BOE Policy #4.04.30: Dual-Enrollment Policy

Revised State Standards for the Electronic Transcript dated 12.3.94

North Carolina State Athletic Association Policy

Revised:       March 12, 2001  
                  May 10, 2010  
                  February 14, 2011  
                  October 14, 2013



# ALTERNATIVE LEARNING PROGRAMS

Policy Code: 3470/4305

## A. PURPOSES

The Watauga County Board of Education (the “board”) is committed to the goal of providing a safe and orderly learning environment in each school. The educational program, ~~and the school student behavior management plans developed at each school, school improvement plans, and in addition to numerous other strategies identified in board policy,~~ are intended to create such an environment and to help each student be a successful and contributing member of the school community. As used in this policy and context, an alternative learning program or school may serve as the site to: (1) deliver educational services required by G.S. 115C-390.9 or -390.10 to a student who is serving a long-term or 365-day suspension; (2) provide concentrated support for students at risk of academic failure; and/or (3) deliver educational and other services to students who are or may be disruptive to a safe and orderly learning environment in the regular educational setting.

~~Alternative learning programs are provided as an option for those instances in which a student’s behavior management or academic performance needs cannot be met in a regular educational setting. The purposes of an alternative learning program are: (1) to intervene and address problems that prevent a student from achieving success in the regular educational setting; (2) to reduce the risk that a student will drop out of school by providing resources to help the student resolve issues affecting his or her performance at school; (3) to return a student, if and when it is practicable, to the regular educational setting with the skills necessary to succeed in that environment; and (4) to preserve a safe and orderly learning environment in the regular educational setting.~~

## B. STANDARDS FOR ALTERNATIVE LEARNING PROGRAMS/SCHOOLS

~~Alternative learning programs should serve the purposes described above. Such alternative education programs are expected to meet all board policy and state requirements. In addition, alternative education programs and support services should be designed to facilitate students’ transition back to the regular educational setting when appropriate.~~

~~All school personnel at alternative learning programs should receive training so that students enrolled in such programs or schools receive appropriate educational services.~~

Prior to implementing a new alternative learning program, the board will develop a program proposal that is consistent with the State Board of Education standards for alternative learning programs. The board then will submit the proposal to the State Board for its review. After the proposal has been reviewed by the State Board, the board will consider any recommendations from the State Board to modify the proposal before implementing the alternative learning program.

The board will review on a regular basis whether the school system's alternative learning programs comply with State Board standards.

**C. TRANSFER TO ALTERNATIVE LEARNING PROGRAMS OR SCHOOLS**

**1. Basis for Transfer**

Students generally are assigned to a school based on attendance area. However, as provided by law, the board may assign any student to a school outside of his or her attendance area in order for the student to attend a specialized school or for any other reason the board, in its sole discretion, deems sufficient. In all cases, the assignment or transfer of a student with a disability will comply with applicable federal and/or state requirements for students with disabilities.

Students may be transferred to an alternative learning program on a voluntary or involuntary basis under any of the following circumstances, or pursuant to a disciplinary suspension. The transfer process is provided below.

- a. the student's parent or guardian and the principal agree, and a multi-disciplinary team agrees, that the transfer would be in the best interest of the student and the efficient administration of the public schools;
- b. the student has been recommended for long-term suspension or expulsion;
- c. the student poses a significant disruption to the educational environment in the regular educational setting due to continuing social/behavioral problems;
- d. the student is at risk of dropping out or not meeting standards for promotion due to academic, developmental, and/or behavioral problems, and resources in addition to or different from those available in the regular educational setting are needed to address the issue;
- e. the student is a clear threat to the safety of other students or personnel; or
- f. the student has been charged with a felony or with any crime that allegedly endangered the safety of others, and it is reasonably foreseeable that the student's continued presence will significantly disrupt the regular educational environment.

The board encourages parental involvement in decisions regarding the child's education and in identifying effective options for addressing concerns regarding the child's behavior or academic performance.

## 2. Responsibilities of Personnel at Referring School

In addition to any other procedures required by this policy, prior to referring a student to an alternative learning program, the principal of the referring school must:

- a. document the procedures that were used to identify the student as being at risk of academic failure or as being disruptive or disorderly;
- b. provide the reasons for referring the student to an alternative learning program; and
- c. provide to the alternative learning program all relevant student records, including anecdotal information.

## ~~1. Responsibilities of School Personnel at the Alternative Learning Program~~

~~In addition to any other procedures required by this policy, once a student is placed in an alternative learning program, the appropriate school personnel of the program must meet to review the student's records and any other documentation forwarded by the referring school. Based on these records and any input provided by the parent concerning the student's needs, the personnel at the alternative program shall determine the support services and intervention strategies that are recommended for the student.~~

~~If a student who is subject to G.S. 14-208.18 is assigned to an alternative school, the student must be supervised by school personnel at all times.~~

## 3. Voluntary Referral

~~The board encourages parental involvement in decisions regarding the child's education and in identifying effective options for addressing concerns regarding the child's behavior or academic performance.~~

~~Voluntary transfers are encouraged whenever possible. A voluntary transfer is an agreement by the parent, the principal and the review committee that transfer is an appropriate option for the particular student. After agreement has been reached, the principal of the regular educational setting and the principal of the alternative learning program shall arrange the process and time for the transfer. The principal of the regular educational setting shall notify the superintendent of the transfer.~~

## ~~3. Involuntary Referral~~

~~A student may be required to be transferred from the regular educational setting to an alternative learning program under any of the following circumstances:~~

- a. ~~the student presents a clear threat to the safety of other students or personnel;~~
- b. ~~the student presents a significant disruption to the educational environment in the regular educational setting;~~
- c. ~~the student is at risk of dropping out or not meeting standards for promotion, and resources in addition to or different from those available in the regular educational setting are needed to address the issue;~~
- d. ~~the student has been charged with a felony or a crime that allegedly endangered the safety of others, and it is reasonably foreseeable that the educational environment in the regular educational setting will be significantly disrupted if the student remains; or~~
- e. ~~if the Code of Student Conduct provides for a transfer as a consequence of the student's behavior.~~

a. Students who are recommended for long-term suspension or expulsion and who receive due process through the disciplinary process for violations of the Code of Student Conduct do not require additional referral procedures prior to transfer.

b. Prior to an involuntary a transfer in circumstances where a student is experiencing academic or developmental difficulties or chronic/continuing social/behavioral problems, the principal or review school-based committee of the referring school shall document the student's behavior and academic performance and efforts to assist the student in the regular educational environment. As provided in Section C.1. School administrators are encouraged to meet with the student's parents to try to reach a consensus on how to address the student's difficulties at school.

~~The preceding steps are encouraged, but not required in the case of an involuntary transfer arising from a disciplinary reassignment or when the student's behavior immediately endangers other students or personnel.~~

c. In all cases where a basis for transfer exists, other than where the student has ~~If an agreement for voluntary transfer is not reached~~ received due process pursuant to a recommendation for long-term suspension or expulsion, and a basis for involuntary transfer exists, the principal may~~must~~ recommend to the superintendent that the student be transferred to an alternative setting. The principal must provide in writing: (1) an explanation of the student's behavior or academic performance that is at issue; (2) documentation or a summary of the documentation of the efforts

to assist the student in the student's regular educational setting, if applicable; and (3) documentation of the circumstances that support an involuntary transfer.

A copy of the recommendation and other documentation must be provided to the parents by certified mail or in person. The parent may request an informal meeting with the superintendent to discuss the transfer. The superintendent has the authority to determine who may be present at the meeting.

If the superintendent approves the transfer, the principal of the regular educational setting and the principal of the alternative setting shall make all necessary arrangements.

The parent may appeal the superintendent's decision to the board. The board will hear the appeal in closed session and will follow its procedures as provided in policy 2500, Hearings Before the Board. During the period of the appeal, the student may be transferred to the alternative learning program.

#### 4. Responsibilities of School Personnel at the Alternative Learning Program ~~or School~~

Once a student is placed in an alternative learning program ~~or school~~, the appropriate school personnel of the program ~~or school~~ must meet to review the student's records and any other documentation forwarded by the referring school. Based on these records and any input provided by the parent or guardian concerning the student's needs, the personnel at the alternative program ~~or school~~ shall determine the support services and intervention strategies that are recommended for the student.

If a student who is subject to G.S. 14-208.18 is assigned to an alternative school, the student must be supervised by school personnel at all times.

#### 5. Assignment of Student with Disabilities to Alternative Programs/Schools

Students who receive services under the Individuals with Disabilities Education Act (IDEA) are entitled to all of the processes and protections pursuant to the IDEA. All additional requirements specific to the assignment of students with disabilities to an alternative program ~~or school~~ established by State Board of Education policy shall be observed.

### **D. APPEALS PROCESS**

If the student's transfer is the result of an IEP team decision for a student with a disability, parents or guardians who are dissatisfied with the decision must comply with the due

process procedures set forth in *Procedures Governing Policies and Services for Children with Disabilities*, as adopted by the State Board of Education.

In all other cases, within three business days of receiving written notice of the decision to assign the student to an alternative program ~~or school~~, the parent or guardian may appeal the decision in writing to the superintendent, who shall review the documentation and render a decision within five business days, absent extraordinary circumstances that require additional response time. Parents and guardians who are dissatisfied with the superintendent's decision may appeal to the board. The board will hear the appeal in closed session and will follow its procedures as provided in policy 2500, *Hearings Before the Board*. During the period of the appeal, the student may be transferred to the alternative learning program ~~or school~~, except as prohibited by the IDEA.

#### **E. ADMINISTRATIVE ASSIGNMENTS**

##### **1. Assignment During a Long-Term or 365-Day Suspension**

~~A student who receives a long-term or 365-day suspension may be offered services in the alternative learning program or for a portion or the full duration of the suspension. See policy 4353, Long Term Suspension, 365-Day Suspension, Expulsion.~~ Any student who receives a long-term or 365-day suspension must be offered alternative education services unless the superintendent provides a significant or important reason for declining to offer such services. Alternative education services include, but are not limited to, the alternative programs established in this policy in accordance with G.S. 115C-105.47A.

##### **2. Assignment of Student Sex Offenders**

The board may decide, pursuant to G.S. 115C-390.11(a)(2), to assign a student who is subject to G.S. 14-208.18 to an alternative learning program.

#### **D.F. TRANSITION FROM ALTERNATIVE LEARNING PROGRAMS**

In most instances, the goal of the alternative learning program is to return the student to the regular educational setting with the skills necessary to succeed in that environment as soon as practicable. The personnel of the alternative learning program and those of the regular educational setting shall work together to help create a successful transition for the student.

If the student is not or will not be returned to the regular educational setting, the alternative learning program will assist in the student's transition to other educational settings, including other programs offered by the school system or a community college or vocational school.

#### **E.G. ASSIGNMENT OF PROFESSIONAL PERSONNEL TO ALTERNATIVE LEARNING PROGRAMS**

When assigning professional personnel to an alternative learning program, the superintendent shall consider the experience and evaluation ratings of the professional employee who may be assigned to the program. As school system resources allow, the superintendent shall strive to avoid assigning to an alternative program less experienced professional personnel or professional personnel who have received unfavorable evaluations. ~~an evaluation rating of less than "accomplished" within the last three years.~~ Additionally, all school personnel at alternative learning programs or schools should receive training so that students enrolled in such programs or schools receive appropriate educational services.

#### **F.H. EVALUATION OF ALTERNATIVE LEARNING PROGRAMS**

##### **1. State Accountability**

The board will determine annually how each alternative learning program will participate in the State Alternative Schools' Accountability Model. The superintendent shall provide for this information to be reported to the North Carolina Department of Public Instruction by August 1 of each year.

##### **2. Information to be Reported to the Board of Education**

Each year, the board will evaluate each alternative learning program based upon reports provided by the superintendent and any other information the board wishes to consider.

Legal References: G.S. 14-208.18; 115C-47(32a), -105.27, -105.47A, -105.48, -276(r), -288, -367, -369, -390.7, -390.9, -390.10, -390.11; State Board of Education Policy ALTP-002, GCS-Q-001, GCS-Q-002; *Policies and Procedures for Alternative Learning Programs and Schools* (NC Dept. of Public Instruction, October 2014), available at <https://eboard.eboardsolutions.com/Meetings/Attachment.aspx?S=10399&AID=31595&MID=1590>

Cross References: Parental Involvement (policy 1310/4002), Hearings Before the Board (policy 2500), School Improvement Plan (policy 3430), Conflict Resolution (policy 3431), Student Sex Offenders (policy 4260), School Plan for Management of Student Behavior (policy 4302), Student Discipline Records (policy 4345), Long-Term Suspension, 365-Day Suspension, Expulsion (policy 4353), Assignments/Reassignments/Transfers (policy 7440)

Adopted: January 15, 2018

Revised:

As required by the North Carolina Constitution and North Carolina law, the Watauga County Board of Education (the “board”) is committed to providing a free public school education to all children who are legally entitled to enroll in the school system. In accordance with the McKinney-Vento Homeless Assistance Act and the North Carolina State Plan for Educating Homeless Children, the board will make reasonable efforts to identify homeless children and youth of school age located within the area served by the school system, encourage their enrollment, and eliminate barriers to their receiving an education that may exist in school system policies or practices. Based on individual need, homeless students will be provided services available to all students, such as preschool, free or reduced price school meals, services for English learners, special education, career and technical education (CTE), academically or intellectually gifted (AIG) services, and before- and after-school care.

The provisions of this policy will supersede any and all conflicting provisions in board policies that address the areas discussed in this policy.

**A. DEFINITION OF HOMELESS STUDENTS**

Homeless students are children and youth who lack a fixed, regular, and adequate nighttime residence. The term “homeless student” will also be deemed to include the term “unaccompanied youth,” which includes a youth who is not in the physical custody of a parent or guardian. Homeless children and youth include those students who are as follows:

1. sharing the house of other persons due to loss of housing, economic hardship or a similar reason;
2. living in motels, hotels, transient trailer parks, or camping grounds due to the lack of alternative adequate accommodations;
3. living in emergency or transitional shelters;
4. abandoned in hospitals;
5. living in a primary nighttime residence that is a public or private place not designed for or ordinarily used as regular sleeping accommodations for human beings;
6. living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings; or
7. living in a migratory situation that qualifies as homeless because the child lacks a fixed, regular and adequate nighttime residence.



**B. ~~HOMELESS LIAISON~~**

~~The superintendent or designee shall appoint and train a school employee to serve as the homeless liaison. The homeless liaison's duties include, but are not limited to, the following:~~

- ~~1. ensuring that school personnel identify homeless children and youth;~~
- ~~2. ensuring school/preschool enrollment of and opportunities for academic success for homeless children and youth;~~
- ~~3. ensuring that homeless families and children have access to and receive educational services for which they are eligible;~~
- ~~4. ensuring that homeless families and children receive referrals to healthcare, dental, mental health and substance abuse, housing, and other appropriate services;~~
- ~~5. informing parents or guardians and any unaccompanied youth of available transportation services and helping to coordinate such services;~~
- ~~6. ensuring that public notice of the educational rights of homeless students is disseminated in locations frequented by parents or guardians and unaccompanied youth;~~
- ~~7. informing parents or guardians of educational and related opportunities available to their children and ensuring that parents or guardians have meaningful opportunities to participate in their children's education;~~
- ~~8. helping to mediate enrollment disputes, including ensuring that a homeless child or youth is enrolled immediately pending final resolution of the dispute;~~
- ~~9. informing unaccompanied youth of their status as independent students and assisting in verifying such status for the purposes of the Free Application for Federal Student Aid;~~
- ~~10. ensuring that school personnel providing services to homeless students receive professional development and other support;~~
- ~~11. working with school personnel, the student, parents or guardians, and/or other agencies to obtain critical enrollment records, including immunization and medical records, in a timely manner; and~~
- ~~12. working with the superintendent or designee to identify board policies or procedures that might serve as a barrier to enrollment of homeless students;~~

~~including those related to immunization records, medical records, uniforms or dress codes, school fees, and school admission.~~

~~C. ACCESS TO STUDENTS' RECORDS~~

**B. ENROLLMENT, ASSIGNMENT, AND TRANSPORTATION OF HOMELESS STUDENTS**

1. Enrollment

a. Eligibility

Notwithstanding the enrollment eligibility requirements established by the board elsewhere in policy, school personnel shall immediately enroll homeless students even if they do not have proof of residency, school and immunization records, birth certificates, or other documents; have missed application or enrollment deadlines during a period of homelessness; have outstanding fees; or are not accompanied by an adult. The homeless liaison shall assist the students and parents or guardians in securing appropriate records or otherwise meeting enrollment requirements.

b. Records

Homeless students transferring into the school system may provide cumulative and other records directly to school system personnel. The superintendent or designee shall not require that such records be forwarded from another school system before the student may enroll. However, school personnel shall immediately request the official records from the previous school.

~~School personnel shall immediately enroll homeless students, even if they do not have proof of residency, school and immunization records, birth certificates, or other documents; have missed application or enrollment deadlines during a period of homelessness; have outstanding fees; or are not accompanied by an adult. The homeless liaison shall assist the students and parents or guardians in securing appropriate records or otherwise meeting enrollment requirements. Homeless students of preschool age shall also be immediately enrolled under the terms of this policy if space is available in a preschool classroom.~~

Information regarding a child or youth's homeless situation must be treated as a student record and protected accordingly. See policy 4700, Student Records.

~~D. ENROLLMENT~~

2. Assignment

A homeless student (or the student's parent or guardian) may request to attend (1) his or her school of origin or (2) any public school that other students living in the same attendance area are eligible to attend. The school of origin is defined as the school the student attended before losing permanent housing or the school in which the student was last enrolled, including a preschool. When a student completes the final grade level served by the school of origin, the school of origin includes the designated receiving school at the next grade level for all feeder schools. Unless, not in the student's best interest, a homeless student who continues attending the school of origin will remain enrolled in the school of origin for the entire time the student is homeless and until the end of any academic year in which the student moves into permanent housing.

The superintendent shall designate the Director of Student Assignment or other appropriate personnel to decide, in consultation with the homeless liaison, which school a homeless student will attend. The decision ~~will~~ must be based upon consideration of student-centered factors related to the student's best interest, including factors concerning the impact of mobility on achievement, education, health, and safety of homeless students, giving priority to the request of the student's parent or guardian or the unaccompanied youth. The superintendent's designee must presume that keeping the student in the school of origin is in the student's best interest unless contradicted by the student's parent or guardian or the unaccompanied youth. ~~The superintendent's designee must consider student-centered factors related to the student's best interest, including factors concerning the impact of mobility on achievement, education, health, and safety of homeless students, giving priority to the request of the student's parent or guardian or the unaccompanied youth. To the extent feasible, the school system should defer to the student or parent's wishes for assignment.~~

If the superintendent's designee determines that it is not in the student's best interest to attend the school of origin or the school requested by the parent or guardian or unaccompanied youth-, he or she must provide a written explanation of the reasons for the determinations to the parent or guardian or unaccompanied youth, along with information regarding the right to appeal the placement decision as described in Section D, below.

### 3. Transportation

The board of education will provide homeless students with transportation services comparable to those of other students. In addition, at the parent or guardian's request (or at the request of the homeless liaison for unaccompanied youth), the board will provide transportation services to/from the school of origin. The superintendent or designee and the homeless liaison shall coordinate homeless students' transportation needs, based on the child's best interest. In situations in which a student attends school in this system but his or her temporary housing is in another system (or vice versa), the superintendent or designee shall work with the other system to share the cost and/or responsibility for

transportation. If an agreement cannot be reached between the systems, the cost of such transportation will be divided evenly.

If a homeless student becomes permanently housed and chooses to remain in his or her school of origin, the board will provide transportation to the student for the remainder of the school year.

### **C. ELIGIBILITY FOR TITLE I SERVICES**

Homeless students are automatically eligible for Title I services. The homeless liaison and the Title I director shall collaborate to identify the needs of homeless students.

### **ED. ENROLLMENT-DISPUTE RESOLUTION PROCESS**

A parent, guardian, or unaccompanied youth who disagrees with a decision of school officials with regard to eligibility, school selection, or enrollment of a student who is homeless (hereinafter, referred to as a "complainant") may appeal the decision to the school system's homeless liaison in accordance with this section upon registering or attempting to register the child or youth at the school in which enrollment is sought.

Any employee who is aware that an unaccompanied youth or a parent or guardian of a homeless student is dissatisfied with a decision of school officials with regard to eligibility, school selection, or enrollment should immediately refer that individual to the school system's liaison for homeless students.

As used in this section, "school days" means days when students are scheduled to be in attendance. The school system will implement an enrollment dispute resolution process that is consistent with the process required by the State Board of Education in the North Carolina Administrative Code, 16 N.C.A.C. 6H .0112.

#### **1. Initiation of the Dispute and Notice, Stay Put, and Informal Resolution**

Upon learning of a complainant's disagreement with a decision of school officials, the homeless liaison shall take the following actions.

If a dispute arises over school selection or enrollment in a school for a homeless student, the following must occur:

- a. The homeless liaison shall arrange to have the student. The homeless student will be immediately admitted to the school in which enrollment is sought (either the school of origin or the school located in the attendance zone of the student's temporary residence) if enrollment is at issue. Once enrolled, the student must, will receive all services for which he or she is eligible and will must be allowed to participate fully in school activities, pending resolution of the dispute.

- b. Immediately, but not later than one school day after learning of the complainant's disagreement, the homeless liaison shall provide the complainant a copy of the school system's uniform statement of rights and procedures that is written, to the extent practicable, in a language that the complainant can understand. The written statement must include all of the following: The unaccompanied youth or parent or guardian of the student will be provided a written explanation of the school's decision regarding the enrollment, including the right to appeal the decision. Such information must be provided in a language that the parent or guardian or unaccompanied youth can understand. The information must contain:
- 1) contact information, including telephone number, e-mail address, and physical address of the homeless liaison and of the State coordinatorCoordinator for homeless education, with a brief description of their roles;
  - 2) ~~the right to initiate the dispute resolution process either orally or in writing;~~
  - 2) notice that, within two school days of the school's decision, the complainant has the right to notify the homeless liaison that the complainant intends to appeal the decision;
  - 3) an explanation of the appeal procedure, including the timeline and process for making the initial appeal and for pursuing a subsequent appeal to the superintendent and board, as provided by this policy;
  - 4) a simple complaint form that a complainant parents, or guardians, or unaccompanied youth can complete and submit to the homeless liaison to initiate the dispute resolution process and to pursue any subsequent appeals to the superintendent and board;
  - 5) notice that the board of education or a designated panel of the board will make the final decision on behalf of the school system;
  - 6) notice of the right to appeal the final decision of the school system to the State Coordinator within three school days and the option to request an extension from the State Coordinator, along with a step-by-step description of how to file the appealdispute the school's decision;
  - 7) notice of the right to enroll immediately in the school located in the assignment area of the student's temporary residence of choice or remain in the school of origin with transportation provided pending resolution of the dispute if such transportation is requested by the parent, guardian, or homeless liaison on behalf of the youth;

- 8) notice that immediate enrollment includes full participation in all school activities; and
- 9) notice of the right to obtain assistance of advocates or attorneys; and
- 10) notice of the right to provide supporting written or oral documentation during the appeals process.
- c. The homeless liaison shall attempt to informally resolve the matter. Complainants are encouraged to attempt informal resolution through discussion with the homeless liaison when possible.
- d. If informal resolution is unsuccessful, the homeless liaison shall inform the complainant of the right to appeal the matter by initiating the dispute resolution process provided in subsection D.2. below.
- e. The student or parent or guardian will be referred to the system's homeless liaison, who shall carry out the appeal process as expeditiously as possible after receiving notice of the dispute. If the complaint initiates the dispute resolution process, the homeless liaison shall expedite the process so that a final decision in the dispute is reached within 15 school days or 30 calendar days, whichever is less.

## 2. Steps in the Dispute Resolution Process and Related Timelines

### 2a. Homeless Liaison Review

- a. ~~Any parent or guardian or student initiating an enrollment dispute (hereinafter "complainant") is encouraged to attempt to resolve the dispute informally through discussion with the homeless liaison. If the dispute cannot be resolved informally, the complainant may present a formal complaint orally or in writing to the homeless liaison either directly or through the principal of the school at which enrollment is sought.~~
  - i. If informal resolution of a complaint is unsuccessful, the complainant may initiate the dispute resolution process by making a formal appeal to the homeless liaison, either directly or through the principal of the school in which enrollment is sought. The appeal must be presented within five school days of the decision giving rise to the complaint unless the homeless liaison agrees to an extension of up to five additional school days for good cause.
  - ii. The appeal may be made orally or in writing on the designated complaint form. If the complainant makes an oral appeal, the

homeless liaison shall complete the written complaint form on the complainant's behalf without delay.

- iii. The complaint should include the date of the filing, a description of the disputed enrollment-action pertaining to eligibility, school selection, or enrollment, the name of the person(s) involved and a description of the relief requested. The complainant must be informed of the right to provide supporting written or oral documentation and to seek the assistance of an advocate or attorney.
- iv. The local liaison shall inform the superintendent, other appropriate school officials, and the State Coordinator of the dispute immediately after the parent, guardian, or unaccompanied youth has initiated the dispute resolution process.
- v. Within ~~five~~two school days after receiving the formal complaint, the homeless liaison shall provide a written decision, including the reasons for the decision, to the complainant and the superintendent.

3b. Appeal to the Superintendent of the Liaison's Decision

- i. Within ~~five~~two school days of receiving the liaison's decision, the complainant may appeal the decision to the superintendent orally or in writing using the form designated for this purpose. Oral appeals must be made to the homeless liaison, who shall commit the appeal to writing on the designated form. The homeless liaison shall ensure that the superintendent receives copies of the written complaint and the response of the liaison.
- ii. The superintendent or designee shall schedule a conference with the complainant to discuss the complaint.
- iii. Within ~~five~~four school days of receiving the appeal, the superintendent or designee shall provide a written decision to the complainant including a statement of the reasons for the decision.

4c. Appeal to the Board of the Superintendent's Decision

- i. If the complainant is dissatisfied with the superintendent's decision, he or she may file an ~~written~~ appeal with the board of education within two days.
- ii. The appeal may be filed orally or in writing using the form designated for this purpose. Oral appeals must be made to the

homeless liaison, who shall commit the appeal to writing on the designated form.

- iii. The board or a panel of at least two board members acting on behalf of the board will hear the appeal. The board or board panel will provide the complainant with a written decision within 30~~five~~ school days of receiving the appeal. In unusual circumstances the board or board panel may extend this time but will avoid exceeding the lesser of (1) 15 school days from when the complaint was received or (2) 30 calendar days from when the complaint was received
- iv. The board or board panel's decision will constitute the final decision of the school system for purposes of the complaint's right to appeal to the State Coordinator.
- v. If the matter under appeal is a school assignment, a board panel decision will be a recommendation that must be submitted to the full board for a final determination as required by state law and policy 4150, School Assignment. However, in order to ensure an expedited appeals process for students who are homeless, the recommendation of the board panel shall be considered the final decision of the board for purposes of appeal to the State Coordinator if a final determination by the full board reasonably cannot be accomplished by the deadline described in the previous paragraph.
- vi. The written statement of the ~~board's opinion~~ final decision will include the name and contact information of the State ~~coordinator~~Coordinator for homeless education and will describe the appeal rights to the State ~~coordinator~~Coordinator. If the matter under appeal is a school assignment and the appeal was not heard by the full board, the written decision will also note that review of the matter by the full board as required by state law is pending.

5d. Appeal to the State Coordinator of the Board's Decision

If the complainant is dissatisfied with the decision of the board or board panel, action taken by the board of education, he or she may file an oral or written appeal with the State Coordinator ~~coordinator~~ for homeless education within three school days of receiving the board or panel's decision. The State Coordinator, who will issue a final decision on the complaint. The appeal must include:

- i. the name, physical address if available, e-mail address, and telephone number of the complainant;



- ii. the relationship or connection of the person to the child in question;
- iii. the name of the school system and the specific school in question;
- iv. the federal requirement alleged to have been violated;
- v. how the requirement is alleged to have been violated; and
- vi. the relief the person is seeking.

Within ~~five~~ three school days following a request from the State ~~coordinator~~ Coordinator, the homeless liaison shall provide the record of complaint, ~~and a copy of the board or panel's decision, and any other supporting documents necessary to complete the record, along with any other information requested regarding issues in the appeal.~~

#### **E. HOMELESS LIAISON**

The superintendent or designee shall appoint and train a school employee to serve as the homeless liaison. In addition to the duties specifically assigned elsewhere in this policy, the homeless liaison's duties shall include, but not be limited to, the following:

- 1. ensuring that school personnel identify homeless children and youth;
- 2. ensuring school/preschool enrollment of and opportunities for academic success for homeless children and youth;
- 3. ensuring that homeless families and children have access to and receive educational services for which they are eligible;
- 4. ensuring that homeless families and children receive referrals to healthcare, dental, mental health and substance abuse, housing, and other appropriate services;
- 5. informing parents or guardians and any unaccompanied youth of available transportation services and helping to coordinate such services;
- 6. ensuring that public notice of the educational rights of homeless students is disseminated in locations frequented by parents or guardians and unaccompanied youth;
- 7. informing parents or guardians of educational and related opportunities available to their children and ensuring that parents or guardians have meaningful opportunities to participate in their children's educations;

8. communicating the dispute resolution process to parents, guardians, and unaccompanied youth experiencing homelessness;
9. helping to mediate enrollment disputes, including ensuring that a homeless child or youth is enrolled immediately pending final resolution of the dispute;
10. developing a uniform written notice that explains to parents, guardians, and unaccompanied youth their rights and the process for appealing a decision of school officials, as required by subsection D.1.b of this policy. The notice must be written in a simple and understandable format and translated to other languages as needed and practicable;
11. ensuring that when parents, students, and unaccompanied youth initiate the dispute resolution process, all parties comply with the dispute resolution policy and that parents, students, and unaccompanied youth are provided with the information listed in subsection D.1.b of this policy;
12. informing unaccompanied youth of their status as independent students and assisting in verifying such status for the purposes of the Free Application for Federal Student Aid;
13. ensuring that school personnel providing services to homeless students receive professional development and other support;
14. working with school personnel, the student, parents or guardians, and/or other agencies to obtain critical enrollment records, including immunization and medical records, in a timely manner; and
15. working with the superintendent or designee to identify board policies or procedures that might serve as a barrier to enrollment of homeless students, including those related to immunization records, medical records, uniforms or dress codes, school fees, and school admission.

#### **F. — TRANSPORTATION**

~~The board of education will provide homeless students with transportation services comparable to those of other students. In addition, at the parent or guardian's request (or at the request of the homeless liaison for unaccompanied youth), the board will provide transportation services to/from the school of origin. The superintendent or designee and the homeless liaison shall coordinate homeless students' transportation needs, based on the child's best interest. In situations in which a student attends school in this system but his or her temporary housing is in another system (or vice versa), the superintendent or designee shall work with the other system to share the cost and/or responsibility for transportation. If an agreement cannot be reached between the systems, the cost of such transportation will be divided evenly.~~

~~If a homeless student becomes permanently housed and chooses to remain in his or her school of origin, the board may provide transportation to the student for the remainder of the school year.~~

~~G. — TITLE I~~

~~Homeless students are automatically eligible for Title I services. The homeless liaison and the Title I director shall collaborate to identify the needs of homeless students.~~

Legal References: McKinney-Vento Homeless Assistance Act, 42 U.S.C. 11431, *et seq.*; *Non-Regulatory Guidance on Education for Homeless Children and Youths Program*, U.S. Department of Education (July 2016); G.S. 115C-366(a2), -369; 16 N.C.A.C. 6H .0112; State Board of Education Policies SBOP-020, SPLN-000

Cross References: Immunization and Health Requirements for School Admission (policy 4110), Domicile or Residence Requirements (policy 4120), Discretionary Admission (policy 4130), School Assignment (policy 4150), Student Records (policy 4700)

Adopted: July 14, 2014

Revised: November 13, 2017

Replaces: Policy 5.02.70, Homeless Students

Safe schools are critical to creating a learning environment in which students can succeed. Staff and students share the responsibility for taking reasonable precautions and following established safety measures to create and maintain safe schools. The following safety measures must be implemented at each school.

**A. SUPERVISION OF STUDENTS**

Students must be reasonably supervised while in the care and custody of the school system. This supervision must occur throughout school hours, including during class, between classes, on the playground, and during recess or lunch periods; during authorized school field trips; and on school buses. Reasonable precautions should be taken to protect the safety of students on school grounds and on buses before, during and after school.

Students who are subject to policy 4260, Student Sex Offenders, and are receiving educational services on school property must be supervised by school personnel at all times.

**B. SUPERVISION OF VISITORS**

School administrators shall strictly enforce policies 5015, School Volunteers, and 5020, Visitors to the Schools.

**C. SAFETY OF SCHOOL BUILDINGS AND GROUNDS**

The superintendent and each building principal shall comply with all duties set out for their respective positions in G.S. 115C-288(d) and G.S. 115C-525 to minimize fire hazards. The principal is required to inspect school buildings, playgrounds, and equipment for health, fire, and safety hazards on a regular basis, as required by law, and to notify the superintendent immediately of unsanitary conditions or repairs needed to meet safety standards.

Any employee who observes any potential hazards must notify the principal or the employee's supervisor immediately.

All warning systems must meet building and equipment codes required by law and must be properly maintained. When necessary, proper signs indicating potential hazards or recommended safety precautions must be posted.

**D. ESTABLISHING PROCESSES TO ADDRESS POTENTIAL SAFETY CONCERNS AND EMERGENCIES**

**1. Responding to Student Altercations and Other Threats to Safety**

All school system employees have a duty to be alert at all times to situations that

may pose a threat to the safety of students, employees, or visitors on school property, at school events, or in other situations in which the students are under the authority of school employees. Even an employee who does not have responsibility for supervising students is expected to make an immediate report if the employee observes or has reason to suspect that a situation poses a threat to safety and no administrator, teacher, or other supervisory employee is present and aware of the potential threat.

Teachers, teacher assistants, coaches, and other employees with responsibility for supervising students will use appropriate student behavior management techniques to maintain order and discipline on school property, at school events, and anywhere that students are under the employees' authority. Such employees must enforce the Code of Student Conduct and address student behavior in accordance with the school plan for management of student behavior (see policy 4302, School Plan for Management of Student Behavior).

When employees with responsibility for supervising students have personal knowledge or actual notice of a student altercation or other situation that poses an immediate threat to safety, they shall use their professional judgment to determine how best to address the situation to protect the safety of everyone in the vicinity. Emergency procedures identified in a student's Behavior Intervention Plan shall be followed to the maximum extent possible under the circumstances. For minor threats or altercations or altercations involving young children, the employee shall intervene directly to end the fight or address the safety threat if the employee can do so safely. An employee who encounters a situation that cannot be managed safely and effectively by that employee immediately shall request assistance from other employees or administrative staff and shall take steps to remove bystanders from the area. Only the degree of force or physical control reasonably necessary shall be used to re-establish a safe environment.

Employees should take further action as appropriate in accordance with any response protocols established by the principal or superintendent. All employees are responsible for knowing and following such protocols to the fullest extent reasonable under the circumstances at the time.

## 2. School Rules

The principal or designee shall develop rules to help prevent accidents in school buildings, on school buses, and on school grounds.

## 3. Training for Staff and Students

Staff training must include detailed instruction on how to respond to a variety of emergency situations. ~~In addition, s~~Staff should also be able to recognize and respond to behavior, information, and related indicators that warn of impending problems. In addition, middle and high school employees must receive adequate

training on the operation of the school's anonymous safety tip line. School personnel must teach and review with students (1) safety procedures, including fire safety procedures; (2) precautions for handling chemicals or potentially dangerous equipment; and (3) appropriate responses to threats to school safety. Middle and high school students must also be informed of the anonymous safety tip line and its purpose and function.

4. Safety Equipment

School employees shall provide students and visitors with safety equipment as required by law and shall enforce school rules pertaining to wearing safety equipment. School employees shall wear and use appropriate safety equipment as required for the safe performance of their specific job assignments.

5. Planning for Emergencies and Conducting Fire Drills and Other Emergency Drills

The board, in coordination with local law enforcement and emergency management agencies, will adopt a school risk management plan relating to incidents of school violence for each school in the school system. The superintendent must provide the Department of Public Safety's Division of Emergency Management (Division) with emergency response information it requests for the school risk management plan and updated emergency response information when such updates are made. The superintendent must also provide the Division and local law enforcement with schematic diagrams, including digital schematic diagrams, of all school facilities and updates of the schematic diagrams when the school system makes substantial facility modifications, such as the addition of new facilities or modifications to doors or windows. Schematic diagrams must meet any standards established by the Department of Public Instruction for the preparation and content of the diagrams. In addition, the superintendent shall provide local law enforcement with (1) either keys to the main entrance of all school buildings or emergency access to key storage devices for all school buildings and (2) updated access to school buildings when changes are made to the locks of the main entrances or to the key storage devices.

At least one school-wide tabletop exercise and drill that meets the requirements of state law and is based on the procedures documented in the school risk management plan will be held annually at each school. Principals shall also conduct fire drills as required by law.

6. Reporting Suspicious BehaviorRisks to the School Population

Students should notify any staff member of any acts of violence, harassment, or bullying or any other unusual or suspicious behavior that may endanger safety. Middle and high school students may also use the anonymous safety tip line to report any risks to the school population or buildings. Ongoing student education efforts will aim at minimizing any fear, peer pressure, embarrassment, or other

impediments to students reporting potential problems.

Maintaining a safe school environment that is conducive to learning requires staff to be proactive in dealing with violence, harassment, and bullying. Staff members must report immediately to the principal any information regarding unusual or suspicious behavior or acts of violence, harassment, or bullying.

Every principal is required to investigate and act upon any report of such behavior, including, when appropriate, reporting criminal activities to law enforcement, the State Board, and the superintendent or designee (see policies 4021/7230, Prohibition Against Discrimination, Harassment, and Bullying, 4015/7225, Discrimination, Harassment, and Bullying Complaint Procedure, and 4335, Criminal Behavior).

#### 7. Potential Threats of Registered Sex Offenders

The principal of each school shall register with the North Carolina Sex Offender and Public Protection Registry to receive e-mail notification when a registered sex offender moves within a one-mile radius of the school.

#### 8. Student Behavior Standards

Students are expected to meet behavior standards set forth in Watauga County Board of Education policies.

Legal References: G.S. 14-208.18; 115C-36, -47, -105.49, -105.51, -105.53, -105.54, -166, -167, -288, -289.1, -307, -390.3, -391.1, -521, -524, -525; State Board of Education Policies SSCH-000, SCFC-005

Cross References: Prohibition Against Discrimination, Harassment, and Bullying (policy 4021/7230), Discrimination, Harassment, and Bullying Complaint Procedure (policy 4015/7225), School Improvement Plan (policy 3430), Student Sex Offenders (policy 4260), Student Behavior policies (4300 series), School Volunteers (policy 5015), Visitors to the Schools (policy 5020), Registered Sex Offenders (policy 5022), Weapons and Explosives Prohibited (policy 5027/7275), Public Records – Retention, Release, and Disposition (policy 5070/7350), Relationship with Law Enforcement (policy 5120), Occupational Exposure to Hazardous Chemicals in Science Laboratories (policy 7265), Staff Responsibilities (policy 7300), Security of Facilities (policy 9220)

#### Other Resources:

*Practical Information on Crisis Planning: A Guide for Schools and Communities*, U.S. Department of Education Office of Safe and Drug-Free Schools (January 2007), available at <http://www2.ed.gov/admins/lead/safety/crisisplanning.html>

Adopted: February 9, 2015

Replaces: Policy 5.05.60, Fire Drills and 5.07.80, Threat Against the General Population

Revised: January 28, 2016; August 14, 2017 (Legal references only); February 12, 2018



## **WEAPONS, BOMB THREATS, TERRORIST THREATS, AND CLEAR THREATS TO SAFETY**

*Policy Code:*

**4333**

The Watauga County Board of Education (the “board”) will not tolerate the presence of weapons or destructive devices, bomb or terrorist threats, or actions that constitute a clear threat to the safety of students or employees. Any student who violates this policy will be removed from the classroom or school environment for as long as is necessary to provide a safe and orderly environment for learning.

### **A. PROHIBITED BEHAVIOR**

#### **1. Weapons and Weapon-Like Items**

Students are prohibited from possessing, handling, using or transmitting, whether concealed or open, any weapon or any instrument that reasonably looks like a weapon or could be used as a weapon. Weapons include, but are not limited to the following:

- a. loaded and unloaded firearms, including guns, pistols, and rifles;
- b. destructive devices, as described in subsection B.2 of this policy, including explosives, such as dynamite cartridges, bombs, grenades, and mines;
- c. knives, including pocket knives, bowie knives, switchblades, dirks, and daggers;
- d. slingshots and slungshots;
- e. leaded canes;
- f. blackjacks;
- g. metal knuckles;
- h. BB guns;
- i. air rifles and air pistols;
- j. stun guns and other electric shock weapons, such as tasers;
- k. icepicks;
- l. razors and razor blades (except those designed and used solely for personal shaving);

- m. fireworks;
- n. gun powder, ammunition, or bullets;
- o. any sharp pointed or edged instruments except unaltered nail files and clips and tools used solely for preparation of food, instruction, and maintenance; and
- p. mace, pepper spray, and other personal defense sprays.

Examples of other objects that may be considered weapons are box cutters and other types of utility blades and blowguns.

No student may knowingly or willfully cause, encourage, or aid another student to possess, handle, or use any of the weapons or weapon-like items listed above. A student who finds a weapon or weapon-like item, who witnesses another student or other person with such an item, or who becomes aware that another student or other person intends to possess, handle, or use such an item must notify a teacher or the principal immediately. Middle and high school students may also utilize the anonymous safety tip line for reporting risks to the school population.

This section does not apply to board-approved and -authorized activities for which the board has adopted appropriate safeguards to protect student safety.

## 2. Bomb Threats

Students are prohibited from making, aiding, and/or abetting in making a bomb threat or perpetrating a bomb hoax against school system property by making a false report that a device designed to cause damage or destruction by explosion, blasting, or burning is located on school property.

No student may knowingly or willfully cause, encourage, or aid another student to make a bomb threat or perpetrate a bomb hoax. Any student who becomes aware that another student or other person intends to use a bomb, make a bomb threat, or perpetrate a bomb hoax must notify a teacher or the principal immediately.

## 3. Terrorist Threats

Students are prohibited from making, aiding, conspiring, and/or abetting in making a terrorist threat or perpetrating a terrorist hoax against school system property by making a false report that a device, substance, or material designed to cause harmful or life-threatening injury to another person is located on school property or at a school event.

No student may knowingly or willfully cause, encourage, or aid another student to

make a terrorist threat or perpetrate a terrorist hoax. Any student who becomes aware that another student or other person intends to use a device, substance, or material designed to cause harmful or life-threatening illness or injury to another person, make a terrorist threat, or perpetrate a terrorist hoax must notify a teacher or the principal immediately.

4. Clear Threats to Student and Employee Safety

Students are prohibited from engaging in behavior that constitutes a clear threat to the safety of other students or employees. Behavior constituting a clear threat to the safety of others includes, but is not limited to:

- a. theft or attempted theft by a student from another person by using or threatening to use a weapon;
- b. the intentional and malicious burning of any structure or personal property, including any vehicle;
- c. an attack or threatened attack by a student against another person wherein the student uses a weapon or displays a weapon in a manner found threatening to that person;
- d. an attack by a student on any employee, adult volunteer, or other student that does not result in serious injury but that is intended to cause or reasonably could cause serious injury;
- e. an attack by a student on another person whereby the victim suffers obvious severe or aggravated bodily injury, such as broken bones, loss of teeth, possible internal injuries, laceration requiring stitches, loss of consciousness, or significant bruising or pain; or whereby the victim requires hospitalization or treatment in a hospital emergency room as a result of the attack;
- f. any intentional, highly reckless, or negligent act that results in the death of another person;
- g. confining, restraining, or removing another person from one place to another, without the victim's consent or the consent of the victim's parent, for the purpose of committing a felony or for the purpose of holding the victim as a hostage, for ransom, or for use as a shield;
- h. the possession of a weapon on any school property, including in a vehicle, with the intent to use or transmit for another's use or possession in a reckless manner so that harm is reasonably foreseeable;
- i. taking or attempting to take anything of value from the care, custody, or

- control of another person or persons, by force, threat of force, or violence, or by putting the victim in fear;
- j. any unauthorized and unwanted intentional touching, or attempt to touch, by one person of the sex organ of another, including the breasts of the female and the genital areas of the male and female;
- k. the possession, manufacture, sale, or delivery, or any attempted sale or delivery, of a controlled substance in violation of Chapter 90 of the North Carolina General Statutes;
- l. any behavior resulting in a felony conviction on a weapons, drug, assault, or other charge that implicates the safety of other persons; and
- m. any other behavior that demonstrates a clear threat to the safety of others in the school environment.

## **B. CONSEQUENCES**

### **1. General Consequences**

The disciplinary consequences for violations of this policy shall be consistent with Section D of policy 4300, Student Behavior Policies. The superintendent or designee shall list in the Code of Student Conduct the specific range of consequences that may be imposed on a student for violations of this policy.

### **2. Specific Consequences Mandated by Law**

As required by law, a student who brings or possesses a firearm or destructive device on school property or at a school-sponsored event must be suspended for 365 days, unless the superintendent modifies, in writing, the required 365-day suspension for an individual student on a case-by-case basis. The superintendent shall not impose a 365-day suspension if the superintendent determines that the student (1) took or received the firearm or destructive device from another person at school or found the firearm or destructive device at school, (2) delivered or reported the firearm or destructive device as soon as practicable to a law enforcement officer or school personnel, and (3) had no intent to use the firearm or destructive device in a harmful or threatening way.

For the purpose of this subsection, a firearm is (1) a weapon, including a starter gun that will, is designed to, or may readily be converted to expel a projectile by the action of an explosive, (2) the frame or receiver of any such weapon, or (3) any firearm muffler or firearm silencer. A firearm does not include an inoperable antique firearm, a BB gun, a stun gun, an air rifle, or an air pistol. For the purposes of this subsection, a destructive device is an explosive, incendiary, or poison gas (1) bomb, (2) grenade, (3) rocket having a propellant charge of more than four ounces, (4) missile having an explosive or incendiary charge of more than one-quarter ounce, (5) mine, or (6) similar device.

A student may not be suspended for 365 days for a weapons violation except in accordance with this subsection.

Legal References: Gun-Free Schools Act, 20 U.S.C. 7961; G.S. 14-17, -18, -27.2 through -27.5A, -32, -33, -34 through -34.2, -41, -60, -69.1, -69.2, -87, -87.1, -132, -132.2, -202.2, -208.18, -269.2, -277.5, -277.6; ch. 90 art. 5; 115C-47, -105.51, -276(r), -288, -307, -390.1, -390.2, -390.10

Cross References: Student Sex Offenders (policy 4260), Student Behavior Policies (policy 4300), Integrity and Civility (policy 4310), Disruptive Behavior (policy 4315), Theft, Trespass, and Damage to Property (policy 4330), Assaults, Threats, and Harassment (policy 4331), Criminal Behavior (policy 4335)

Adopted: May 11, 2015

Revised: June 13, 2016; November 14, 2016

Replaces: Policy 5.07.80, Threat Against The General Population and Policy 5.07.85, Weapons Prohibited on School Property

Watauga High school recognizes the positive correlation between regular school attendance and achievement. Regular attendance, therefore, shall be required. The primary responsibility for attendance rests with students and their parent(s)/guardian(s).

In accordance with Compulsory Attendance Law, established attendance policies of the State Board of Education and Watauga County Board of Education, Watauga High School will code absences as excused for the following reasons *when valid documentation is provided within two days of the absence*:

<b><u>Reason for Absence</u></b>	<b><u>Required Documentation</u></b>
Illness or injury, death of an immediate family member, or religious observance	A signed and dated parent note will be valid documentation
Court or administrative proceedings, quarantine, or medical/dental appointment	<b>Only official documentation</b> from the court or administrative officer, or the medical/dental professional will be valid documentation; parent note is not sufficient

Educational Opportunity for Family Travel or College Visits: Prior approval form must be completed and approved within established time frame in order to serve as documentation. College visits require additional documentation from the college visited.

Student visits with a parent who is an active duty member of the uniformed services as defined by policy 5.02.50, who has been called to duty, is on leave from, or has immediately returned from deployment to a combat zone or combat support posting, at the discretion of the superintendent or designee. (Prior approval is required)

School releases and days assigned for ISS do not count as absences.

Days assigned for OSS are coded as excused absences. A student may be given the opportunity to attend an alternative learning environment during the period of the OSS, which would result in no absences. This option will not be available when OSS is the result of a "reportable offense", which is a violation that requires law enforcement to be contacted.

Students who reside on a road that has been defined by the Watauga County Transportation Director as a limited bus route and who are absent on days when limited routes are run and who furnish a written excuse from parent or guardian citing dangerous road conditions within the second day of attendance following the absence will be excused.

In all situations, students are responsible for acquiring, completing and turning in assignments and/or acquiring and responding appropriately to any information given in a missed class. Students are required to make up all work missed for all absences, excused or unexcused.

Students have one day for each day absent to turn in work. This begins the day after returning from the absence. Teachers have the option of extending deadlines, but they are not required to do so. Work assigned prior to an absence is due the first day back to class.

In order to obtain credit in a course a student may have no more than 8 absences in that course. More than 8 absences will result in no credit being given for the course. ALL absences count towards the 8 day limit. If a student is absent from a class more than 8 days, the student will receive a grade of FF (Failure Due to Attendance) and has a right to appeal to the Attendance Advisory Committee.

#### **Procedures for Appeal Process for Excessive Absences:**

- The principal will appoint an Attendance Advisory Committee to hold a hearing in order to determine whether circumstances for each student who has exceeded the 8 day limit warrant a waiver of no credit for the course. The Attendance Advisory Committee will notify the student and his or her parents or guardians concerning the time and place of the hearing and indicate that parental presence is encouraged. The Attendance Advisory Committee will forward its recommendation to the principal.
- At the 9th absence in any given course, parents will receive a Loss of Credit notification letter
- Students whose course credit will be denied due to violation of the attendance policy have the right to appeal. In cases of extreme hardship (i.e.: extended hospitalization or serious illness) the principal may decide to award course credit.
- If a parent/guardian chooses to appeal for a waiver of the loss of credit, the loss of credit appeal form must be submitted to the main office along with any appropriate documentation. The loss of credit appeal form may be obtained in the main office and must be returned by the specified due date near the end of each semester.
- The principal has the authority to overturn or overrule any recommendations from the Attendance Advisory Committee.

The Attendance Advisory Committee will consider the following when reviewing the loss of credit appeal by a student:

- Academic achievement
- Circumstances of the absences (any record of skipping, extreme illness, etc.)
- Number of Absences
- Extent to which the student completed missed work
- Course and Exam Grades (if available)
- Appeal Form submitted by parent(s)/guardians
- Recommendation Form from teacher for course credit to be granted

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Parents and students will be notified of the final decision in writing within one week of the ~~Attendance Advisory Committee hearing~~ conclusion of final exams.

### Unexcused Absence Policy

Watauga High school will comply with state compulsory attendance law, GS-115C-378 which establishes that: Every parent, guardian or other person in this State having charge or control of a child between the ages of seven and 16 years shall cause such child to attend school continuously for a period equal to the time which the public school to which the child is assigned shall be in session. The parent, guardian, or custodian of a child shall notify the school of the reason for each known absence of the child, in accordance with local school policy.

The principal or designee shall notify the parent, guardian, or custodian of his child's excessive absences after the child has accumulated three unexcused absences in a school year. After not more than six unexcused absences, the principal shall notify the parent, guardian, or custodian by mail that he may be in violation of the Compulsory Attendance Law and may be prosecuted if the absences cannot be justified under the established attendance policies of the State and local boards of education. After 10 accumulated unexcused absences in a school year the principal or the principal's designee shall review any report or investigation prepared under G.S. 115C-381 and shall confer with the student and the student's parent guardian, or custodian, if possible, to determine whether the parent guardian, or custodian has received notification pursuant to this section and made a good faith effort to comply with the law. If the principal determines that the parent, guardian, or custodian has not made a good faith effort to comply with the law, the principal shall notify the district attorney and the director of social services of the county where the child resides. Upon receiving notification by the principal, the director of social services shall determine whether to undertake an investigation under G.S. 7B-302. (1955, c. 1372, art. 20, s. 1; 1956, Ex. Sess., c. 5; 1963, c. 1223, s. 6; 1969, c. 339; c. 799, s. 1; 1971, c. 846; 1975, c. 678, s. 2; c. 731, s. 3; 1979, c. 847; 1981, c. 423, s. 1; 1985, c. 297; 1991 (Reg. Sess., 1992), c. 769, s. 2; 1998-202, s. 13(aa); 2001-490, s. 2.38; 2003-304, s. 3.)

Legal Ref: G.S. 115C: 378-383; GS: 115C-391,115C-407.5  
NC Administrative Code #0104

Revised: August 10,1987; August 8,1988; March 8,1993; July 20,1993; July 16,1996; November 12,1996; March 8,1999; August 9, 1999; July 16, 2001; January 14, 2002; July 15,2002; January 12, 2009; April 28,2009; August 12,2013; February 9, 2015; June 12, 2017;

Replaced: Policy 5.02.40



## **PROHIBITION OF DRUGS AND ALCOHOLIC BEVERAGES**

*Policy Code:* **5025**

The Watauga County Board of Education (the “board”) prohibits the possession or use of illegal drugs and the possession or consumption of alcoholic beverages, including beer, malt liquor and wine, on property owned or occupied by the school system. Any person who possesses, consumes, uses, or appears to be under the influence of alcoholic beverages or illegal drugs~~violates this policy~~ will be asked to leave the school property or event immediately and, if he or she fails to do so, ~~will~~may be arrested and prosecuted for criminal trespass, disorderly conduct, or any other charge that may be appropriate.

Student conduct is further governed by policy 4325, Drugs and Alcohol. Employee conduct is further governed by policy 7240, Drug-Free and Alcohol-Free Workplace.

Legal References: 21 U.S.C. 812; 21 C.F.R. 1300.01-.04 and 1308.11-.15; G.S. 18B-103, -301; 90-89 to -94; 115C-36, -40, -47

Cross References: Drugs and Alcohol (policy 4325), Community Use of Facilities (policy 5030), Drug-Free and Alcohol-Free Workplace (policy 7240)

Adopted: February 8, 2016

Revised:

The Watauga County Board of Education (the “board”) recognizes that students may need to take medication during school hours. This may enable students to attend school, improve or maintain their health status, and/or improve their potential for learning. School personnel may administer medication prescribed by a health care practitioner upon the written request of a student’s parent. In limited circumstances, as outlined in Section C, a student may be authorized to self-administer medications. To minimize disruptions to the school day, students should take medications at home rather than at school whenever feasible. School officials may deny a request to administer any medication that could be taken at home or when, in the opinion of the superintendent or designee in consultation with school nursing personnel, the administration of the medication by school personnel would pose a substantial risk of harm to the student or others.

For purposes of this policy, all references to “parent” include parents, legal guardians, and legal custodians. In addition, for purposes of this policy, the term “health care practitioner” is limited to licensed medical professionals who are legally authorized to prescribe medications under North Carolina law, such as doctors of medicine, doctors of osteopathic medicine, physician assistants, and nurse practitioners.

**A. MEDICATION ADMINISTRATION BY SCHOOL EMPLOYEES**

**1. Conditions for Administering Medication**

Authorized school employees may administer medication to students when all of the following conditions are met. These conditions apply to all medications, including those available over-the-counter without a prescription.

- a. **Parental Consent:** The student’s parent must make a signed, written request that authorizes school personnel to administer the medication to the student.
- b. **Medication Authorization/Order:** A health care practitioner must prescribe the medication for use by the student and provide explicit written instructions for administering the medication.
- c. **Certification of Necessity:** The student’s health care practitioner must certify that administration of the medication to the student during the school day is necessary to maintain and support the student’s continued presence in school.
- d. **Proper Container/Labeling:** If the medication to be administered is available by prescription only, the parent must provide the medication in a pharmacy-labeled container with directions for how and when the medicine is to be given. If the medication is available over-the-counter, it must be provided in the original container or packaging, labeled with the student’s name.
- e. **Proper Administration:** A trained school employee must administer the

medication pursuant to the health care practitioner's written instructions provided to the school by the student's parent, and in accordance with professional standards.

The board of education and its employees assume no liability for complications or side effects of medication when administered in accordance with the instructions provided by the parent and health care practitioner.

## 2. Procedures for Administering Medications

The superintendent shall develop procedures for the implementation of this policy. These procedures and a copy of this policy must be made available to all students and parents each school year and will be posted on the Watauga County School System website. The superintendent's procedures should be developed according to the guidelines listed below.

- a. The health and welfare of the student must be of paramount concern in all decisions regarding the administration of medication.
- b. Procedures for medication administration must be consistent with recommendations of the School Health Unit of the Children & Youth Branch of the N.C. Division of Public Health, as described in the *North Carolina School Health Program Manual*.
- c. Students with special needs are to be afforded all rights provided by federal and state law as enumerated in the *Policies Governing Services for Children with Disabilities*. Students with disabilities also are to be afforded all rights provided by anti-discrimination laws, including Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act.
- d. No student may possess, use, or transmit any drug or counterfeit drug prohibited by policy 4325, Drugs and Alcohol.
- e. The board generally encourages school personnel to administer medication from a centralized location. However, in all instances, whether administered from a centralized location or multiple locations, any medications kept at school for a student must be kept in a locked and secure place. An exception to the requirement for locked storage may be made for emergency medications that must be immediately accessible.
- f. All school personnel who will be administering medications must receive appropriate training from the school nurse or other qualified health personnel that includes safety and administration procedures and documentation of the training will be available on request.

- g. Only medications clearly prescribed for the student may be administered by school personnel. At the time a parent brings a medication to school for administration, if school personnel have concerns regarding the appropriateness of the medication or dosage for a student, a confirmation should be obtained from the student's health care practitioner or another health care practitioner prior to administering the medication or allowing the student to self-administer the medication. Self-administration of a medication by a student is allowed only as specified in section C of this policy.
  - h. Although efforts should be made not to disrupt instructional time, a parent has the right to administer medication to his or her child at any time while the child is on school property.
  - i. Written information maintained by school personnel regarding a student's medicinal and health needs is confidential. Parents and students must be accorded all rights provided by the Family Educational Rights and Privacy Act and state confidentiality laws. Any employee who violates the confidentiality of the records may be subject to disciplinary action.
- 3. The school principal shall designate school staff to receive appropriate training and to administer medication in the absence of the school nurse or qualified nurse substitute. The principal will keep records of medication administered, including the time and name of the person administering the medication.
- 4. The School Nurse will:
  - a. Administer medication according to Watauga County School Board and School Health policies, School Nurse Standards of Practice, the North Carolina Nurse Practice Act, the NC School Health Program Manual, current addition, and North Carolina law regarding administration of medication;
  - b. Maintain current knowledge of the effective use of drugs and treatments used by the school aged child and the possible side effects;
  - c. Obtain all necessary training and possess the abilities to properly administer medication and perform treatments in the school setting, to monitor potential side effects, and to properly document such.

## **B. EMERGENCY MEDICATION**

Students who are at risk for medical emergencies, such as those with diabetes, asthma, or severe allergies, must have an emergency health care plan developed for them to address emergency administration of medication. Students must meet the requirements of subsection

A.1, above, including providing authorization and instructions from the health care practitioner and written consent of the parent, in order for emergency medication to be administered by school personnel while the student is at school, at a school sponsored activity, and/or while in transit to or from school or a school-sponsored event.

### **C. STUDENT SELF-ADMINISTERING MEDICATIONS**

The board recognizes that students with certain health conditions like diabetes or asthma, or an allergy that could result in an anaphylactic reaction, may need to possess and self-administer medication on school property in accordance with their individualized health care plan or emergency health care plan. The board also recognizes that students with diabetes may need to possess and self-administer certain medication on school property. As used in this section of the policy, “medication” refers to a medicine prescribed for the treatment of diabetes, asthma or anaphylactic reactions and includes insulin or a source of glucose, a prescribed asthma inhaler, or a prescribed epinephrine auto-injector. “Diabetes medication” means a medication prescribed for the treatment of diabetes and includes insulin or glucose. The superintendent shall develop procedures for the possession and self-administration of such medication by students on school property, during the school day, at school-sponsored activities, and/or while in transit to or from school or school-sponsored events.

#### **1. Authorization to Self-Administer Medication**

Before a student will be allowed to self-administer medication pursuant to this section, the student’s parent must provide to the principal or designee all of the documents listed below:

- a. written authorization from the student’s parent for the student to possess and self-administer the medication;
- b. a written statement from the student’s health care practitioner verifying that:
  - 1) the student has diabetes or asthma, or an allergy that could result in anaphylactic reaction;
  - 2) the health care practitioner prescribed the medication for use on school property during the school day, at school-sponsored activities, or while in transit to or from school or school-sponsored events; and
  - 3) the student understands, has been instructed in self-administration of the medication, and has demonstrated the skill level necessary to use the medication and any accompanying device;
- c. a written treatment plan and written emergency protocol formulated by the prescribing health care practitioner for managing the student’s diabetes,

asthma, or anaphylaxis episodes and for medication use by the student;

- d. a statement provided by the school system and signed by the student's parent acknowledging that the board of education and its employees and agents are not liable for injury arising from the student's possession and self-administration of the medication; and
- e. any other documents or items necessary to comply with state and federal laws.

Prior to being permitted to self-administer medication at school, the student also must demonstrate to the school nurse, or the nurse's designee, the skill level necessary to use the medication and any accompanying device.

The student's parent must provide to the school backup medication that school personnel are to keep in a location to which the student has immediate access in the event the student does not have the required medication.

All information provided to the school by the student's parent must be reviewed by the school nurse and kept on file at the school in an easily accessible location. Any permission granted by the principal or designee for a student to possess and self-administer medication will be effective only for the same school for 365 calendar days. Such permission must be renewed each school year.

## 2. Responsibilities of the Student

A student who is authorized in accordance with this policy to carry medication for self-administration must carry the medication in the original labeled container with the student's name on the label.

## 3. Consequences for Improper Use

A student who uses his or her medication in a manner other than as prescribed or who permits another person to use the medication may be subject to disciplinary action pursuant to the school disciplinary policy. However, school officials shall not impose disciplinary action on the student that limits or restricts the student's immediate access to the diabetes, asthma, or anaphylactic medication.

The board does not assume any responsibility for the administration of medication to a student by the student, the student's parent, or any other person who is not authorized by this policy to administer medications to students.

Legal References: Americans with Disabilities Act, 42 U.S.C. 12134, 28 C.F.R. pt. 35; Family Educational Rights and Privacy Act, 20 U.S.C. 1232g; Individuals with Disabilities Education Act, 20 U.S.C. 1400 *et seq.*, 34 C.F.R. pt. 300; Rehabilitation Act of 1973, 29 U.S.C. -705(20), -794, 34

C.F.R. pt. 104; G.S. 115C-36, -307(c), -375.1, -375.2, -375.2A, -375.3; *Policies Governing Services for Children with Disabilities*, State Board of Education Policy EXCP-000

Cross References: Parental Involvement (policy 4002), Drugs and Alcohol (policy 4325), Emergency Epinephrine Auto-Injector Devices (policy 5024/6127/7266)

Other References: *North Carolina School Health Program Manual* (N.C. Dept. of Health and Human Services, Div. of Public Health, School Health Unit, 6<sup>th</sup> ed. 2014), available at <https://www2.ncdhhs.gov/dph/wch/lhd/manuals.htm>

Adopted: April 11, 2016

Revised: August 14, 2017 (Legal references only); July 9, 2018

Replaces: Board policy 5.03.10, Medication Administration

All schools will participate in federal National Child Nutrition Programs and will receive commodities donated by the United States Department of Agriculture. All federal and state revenues will be accepted and applied to maximize the use of such funds for the purposes of providing nutritional meals to students at the lowest possible price. The superintendent or designee shall develop procedures as necessary to implement the operational standards established in this policy.

**A. OPERATIONAL STANDARDS**

The school nutrition services program will be operated in a manner consistent with Watauga County Board of Education (the "board") goals and board policy. The program also will be operated in compliance with all applicable state and federal law, including requirements of the National School Lunch Program and all federal guidelines established by the Child Nutrition Division of the United States Department of Agriculture. Specific legal requirements that must be met include, but are not limited to, the following.

1. School officials may not discriminate based on race, sex, color, national origin, disability, age, or eligibility status for free and reduced price meals. School officials are also prohibited from retaliating against an individual for prior civil rights activity.
2. The school nutrition services program will meet safety and sanitation requirements established in local, state, and federal rules and guidelines for school nutrition services programs.
3. The school nutrition services program will have a written food safety program that includes a hazard analysis critical control point plan for each school.
4. Menu preparation, purchasing, and related record keeping will be consistent with applicable state and federal rules and guidelines.
5. Banking, financial record keeping, budgeting, and accounting will be conducted in accordance with generally accepted practices and procedures, as dictated by the School Budget and Fiscal Control Act and in accordance with state and federal guidelines.
6. Commodity foods donated by the United States Department of Agriculture will be used and accounted for in accordance with federal regulations.
7. Preference will be given in purchasing contracts to high-calcium foods and beverages, as defined in G.S. 115C-264.1 and to foods grown or raised within North Carolina.



8. School Nutrition Program (SNP) funds will be used only for the purposes authorized by law. Indirect costs, as defined by law, will not be assessed to the SNP unless the program has a minimum of one month's operating balance.
9. The price for meals will be determined in accordance with federal law.
10. Non-program foods will be priced to generate sufficient revenues to cover the cost of those items. A non-program food is defined as a food or beverage, other than a reimbursable meal or snack, that is sold at the school and is purchased using funds from the school nutrition account.
11. All school nutrition services will be operated on a non-profit basis for the benefit of the SNP. School nutrition services are those that operate from 12:01 a.m. until 30 minutes after the end of the school day.
12. All income from the sale of food and beverages that is required by law or regulation to be retained by the SNP will be deposited to the SNP account and will be used only for the purposes of the school's non-profit lunch and breakfast programs. All other funds from food and beverage sales not otherwise required by law to be deposited to the SNP account will be deposited into the proper school account in accordance with guidelines developed by the superintendent or designee.
13. All competitive foods sold on school campuses will meet federal and state standards for nutrient content.
14. To the extent feasible consistent with legal, regulatory, and budgetary limits, the purchase of locally sourced foods and beverages is encouraged in the School Nutrition Program.
15. All employees whose job duties include procurement activities for the Child Nutrition Program shall adhere to the conflict of interest rules and standards for ethical conduct established by the board in policies 6401/9100, Ethics and the Purchasing Function, and 8305, Federal Grant Administration. Failure to comply with these requirements will result in disciplinary action.

## **B. MEAL CHARGES**

Students who are required to pay for meals are expected to provide payment in a timely manner. The board recognizes, however, that students may occasionally forget or lose their meal money. Only elementary and middle school students may charge meals. High school students are not permitted to charge meals in the school cafeteria. At the principal's discretion, high school students may make a loan from the school office to purchase a school meal. No adults will be permitted to charge meals or other items in the school cafeteria. No student will be permitted to charge supplemental or a la carte items, including milk.

Charged meals should not exceed five (5) school meals and all charges must be paid the following day. No student will be deprived a meal nor served an alternate meal due to forgotten or lost money. At no time will a student meal be retrieved once the student has received the tray. The student shall be allowed to eat the meal and the student's account will be charged accordingly.

If a student meal account has a negative balance, money offered by the student for purchase of supplemental or a la carte items cannot be used to pay against the negative balance without the student's permission. If parents wish to limit the purchase of supplemental or a la carte items they should contact the school cafeteria manager with instructions to flag their student's account as necessary.

The school nutrition director and principal shall work jointly to prevent meal charges from accumulating. Every effort will be made to collect all funds due to the school nutrition program on a regular basis and before the end of the school year. Once charges reach \$10.00 letters will be sent home with students weekly from the cafeteria manager. Additionally, automated calls will be placed by the school office each week. If a parent regularly fails to provide meal money and does not qualify for free meal benefits, the school nutrition program shall inform the principal, who shall determine the next course of action. This may include notifying the department of social services of suspected child neglect and/or taking legal steps to recover the unpaid meal charges.

Parents are expected to pay all meal charges in full by the last day of each school year. Negative balances on student meal accounts cannot be carried forward to the following school year. All negative balances will continue to be owed to the school office until paid in full. The superintendent shall ensure that federal school nutrition funds are not used to offset the cost of unpaid meals and that the SNP is reimbursed for bad debt resulting from uncollected student meal charges prior to the last day of the school year. The school's general fund, or other fund designated by the school principal, will be financially responsible for outstanding charges that have not been paid.

This policy and any applicable procedures regarding meal charges must be communicated to school administrators, school food service professional, parents, and students. Parents will receive a written copy of the meal charges policy and any applicable procedures at the start of each school year and at any time their child transfers into a new school during the school year.

Legal References: Child Nutrition Act of 1966, 42 U.S.C. 1771 *et seq.*; National School Lunch Act, 42 U.S.C. 1751 *et seq.*, 2 C.F.R. pt. 200; 7 C.F.R. pt. 210; 7 C.F.R. pt. 215; 7 C.F.R. pt. 220; United States Department of Agriculture Policy Memos SP 46-2016, and 47-2016, and 23-2017, available at <https://childnutrition.ncpublicschools.gov/regulations-policies/usda-policy-memos>~~<https://childnutrition.ncpublicschools.gov/regulations-policies/usda-policy-memos/2016/2016usda-policy-memos>~~; G.S. 115C-47(7), -47(22), -263, -264, -264.1, -426, -450, -522; 147 art. 6E, art. 6G; 16 N.C.A.C. 6H.0104; State Board of Education Policy NCAC-6H.0004

Cross References: Parental Involvement (policy 1310/4002), Goals of School Nutrition Services (policy 6200), School Meal and Competitive Foods Standards (policy 6230), Goals of the

Purchasing Function (policy 6400), Ethics and the Purchasing Function (policy 6401/9100), Federal Grant Administration (policy 8305)

Adopted: March 9, 2015

Replaces: Policy 5.07.90, Charging of School Meals

Revised: May 9, 2016; June 12, 2017; August 14, 2017 and April 9, 2018 (Legal references only); June 11, 2018