



**WATAUGA COUNTY
BOARD OF EDUCATION**

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

WATAUGA COUNTY BOARD OF EDUCATION MEETING AGENDA
May 13, 2024

- | | | |
|------------------|--|---|
| 4:15 p.m. | 1. CALL TO ORDER | Board Chair |
| 4:18 p.m. | 2. CLOSED SESSION
A. Approval of the Minutes for 4/16/2024
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) | Board Chair |
| 6:00 p.m. | 3. OPEN SESSION CALL TO ORDER/
WELCOME/MOMENT OF SILENCE | Board Chair |
| 6:03 p.m. | 4. DISCUSSION AND ADJUSTMENT OF AGENDA | Board Chair |
| 6:05 p.m. | 5. SUPERINTENDENT’S REPORT | Dr. Leslie Alexander |
| 6:10 p.m. | 6. VALLE CRUCIS SCHOOL UPDATE | Dr. Leslie Alexander |
| 6:15 p.m. | 7. STUDENTS’ REPORT | Ms. Mia Llibre
Ms. Ellary Smith |
| 6:20 p.m. | 8. PUBLIC RECOGNITION
★ Band, Orchestra, Choral Music, and Visual Art
★ Battle of the Books (Green Valley Gold/Elementary Level)
★ Battle of the Books (Valle Crucis Silver/Middle School Level)
★ Graduating Student Board Representative
★ Servant’s Heart Award | Ms. Meredith Jones
Dr. Alison Schleede
Dr. Alison Schleede
Dr. Gary Childers
Dr. Leslie Alexander |

6:40 p.m.	9. WATAUGA OPPORTUNITIES	Michael Maybee
6:50 p.m.	10. PUBLIC COMMENT	Board Chair
7:00 p.m.	11. CONSENT AGENDA A. Approval of the Minutes for 4/13/2024 B. Declaration of Surplus C. NC Lottery Application: Green Valley Roofing Renovation & Replacement D. Restorative Justice & Resilience/Trauma-Informed Training/Materials E. Purchase of Radios/Antennas & Installation for School Bus Communication F. Personnel Report	Dr. Leslie Alexander
7:05 p.m.	12. SPECIAL ANNOUNCEMENT	Dr. Leslie Alexander
7:15 p.m.	13. CTE LOCAL APPLICATION PLAN	Mr. David Koontz
7:30 p.m.	14. POLICIES: SUBSTANTIVE FOR FIRST READ • 4130: Discretionary Admission	Dr. Wayne Eberle
7:40 p.m.	15. BOARD OPERATIONS ➤ June BOE Meeting ➤ July BOE All-Day Work Session	Board Chair
7:50 p.m.	16. BOARD COMMENTS	Board Chair
8:00 p.m.	17. ADJOURNMENT	Board Chair



WATAUGA COUNTY BOARD OF EDUCATION

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(828) 264-7190

WATAUGA COUNTY BOARD OF EDUCATION MEETING

DATE: April 16, 2024

TIME: 6:00 p.m.

PLACE: Margaret E. Gragg Education Center

PRESENT:

- Gary Childers, Steve Combs, Marshall Ashcraft, Jason Cornett, Jay Fenwick, *BOE Members*
- Dr. Leslie Alexander, *Superintendent*

CALL TO ORDER

Jason Cornett made a motion at 6:03 p.m. to go into open session. Jay Fenwick seconded, and all Board members approved.

Board Chair Dr. Gary Childers called the meeting to order at 6:06 p.m.

WELCOME/MOMENT OF SILENCE

Dr. Childers welcomed those attending the meeting and requested to observe a moment of silence. He acknowledged Board of Education candidates Adam Hege and Alison Idol who were present, and he gave Dr. Hege an opportunity to introduce himself since it was his first meeting as a BOE candidate.

DISCUSSION AND ADJUSTMENT OF AGENDA

An additional closed session was added as #15 after "Board Comments" on the agenda.

SUPERINTENDENT'S REPORT

- After welcoming everyone in attendance, Dr. Alexander shared that Senior Board Representative Ellary Smith was unable to attend the meeting due to having dress rehearsal for the upcoming spring musical. "The Music Man" will be performed at Watauga High School April 18-20 at 7:00 p.m.
- "Come Back Shack" is an incredible partner with Watauga County Schools, and they have held

fundraisers this year in which 25% of all sales go to help with the payment of student lunch debts. They have already contributed significantly to this cause through their first two “Give Back Days,” and the third/final one will be April 23rd.

- WHS/WIA graduation will be on Friday, June 7th at 5:30 p.m. at the Holmes Convocation Center.
- Recognition Dates:
 - April 1-5: National Assistant Principals Week
 - April 4: National School Librarian/Media Specialist Day
 - April 23: National School Bus Drivers Day
 - April 24: National Administrative Professionals Day

VALLE CRUCIS SCHOOL UPDATE

- Area A: Cafeteria/Kitchen; Gym
- Area B: Administrative Offices; Band
- Area C: Classrooms Really great progress

Slabs located in the north end of A are scheduled to be poured around April 22nd. All underdrains have been completed in areas except for the north end of A. Rok-On has mostly been completed in Areas B and C. Storefronts & curtain walls are nearly complete in area C, and are progressing in area B. Storm drain system installations will resume when weather conditions improve. Metal roofing will begin in May for all areas. The completion date for the school is scheduled for 12/22/2024.

STUDENTS' REPORT

- The High Country Hellbenders is a team at Watauga High School dedicated to furthering their knowledge of environmental science. The team meets weekly to discuss different topics (i.e., forestry, wildlife, aquatics, soils, and current events) that they might be tested on at competitions. On March 19th, the team competed at the Northwest Regional Envirothon competition, where they placed sixth out of the twenty-two competing teams. With this achievement, the team will go on to compete at the state level.
- On March 20th, Watauga High School's Concert and Treble Choirs took part in the Music Performance Assessment (MPA) in Gastonia. The two choirs received two “superior” scores and one “distinguished” from the three judges.
- Watauga High School hosted a chili cook-off on March 22nd to raise money for the OCS (Extended Course of Study) program. The Student Council helped organize the contest which raised \$700 dollars to benefit students. 11th grader Jackie White went home with the top prize.
- Watauga High's administration implemented “March Madness: Tardy Edition” the week prior to spring break which saw a significant decrease in tardies. Groups (divided by hallways) competed to have the fewest tardies every morning during the first block.
- The theme of the prom that took place on April 13th was “The Secret Garden.” The event was a huge success thanks to the long hours and hard work by Student Council members. Student groups such as Interact helped support students through their *Prom Dress Shop*. Each year, the club gathers dresses, suits, shoes, and accessories so that students can pick out a full prom outfit free of charge.

- On April 27th, Mountain Alliance will hold their annual Youth Service Day. Every year, numerous high school students from Watauga and Avery have the opportunity to volunteer at service sites (i.e., Avery Humane Society, Grandfather Mountain, Hospitality House, etc.) across the High Country. There will be a post-service celebration for the volunteers at the Valle Crucis Community Park with free food, music, games, and raffles.

PUBLIC/SPECIAL RECOGNITION

This year was the first time in school history that the Watauga High School Women's Basketball Team was in the final four in the current state playoffs format. Dr. Alexander shared how much she enjoyed watching the team play and commended them on their dedication. Coach Bill Torgerson (who became Head Coach this year) talked about their character and sportsmanship, and he thanked the Board of Education for allowing him to serve in this role. Athletic Director Dustin Kerley said that he had heard compliments and high praise about the team from all across the state. Watauga High School Principal Scott Strickler expressed how proud he is of them, and that they exemplify what it means to be “good people.” All of the Board members shared their pride in the team for playing with heart, putting in the long hours and hard work, handling themselves with class, being an inspiration, and setting the mark for the whole school system. Grace Sears spoke on behalf of the team by thanking everyone for their amazing support.

The 2023-24 Watauga Women's Basketball Team showed their excellence both on the court and off. The community showed incredible support throughout the season and at the “Final Four” game at the LJVM Coliseum in Winston-Salem.

PUBLIC COMMENT

Blowing Rock teacher Amber Dollyhigh spoke about the overcrowding at Blowing Rock School, which is impacting the atmosphere, class sizes, and staffing needs. She asked that the Board give careful consideration each year on requests from out-of-district students to attend Blowing Rock School.

CONSENT AGENDA

Jay Fenwick made a motion to approve the Consent Agenda. Steve Combs seconded the motion, and it was unanimously approved.

YOUTH BEHAVIOR RISK SURVEY (YRBS) DATA

Dr. Tierra Stark (Director of Student Services) presented data from the 2023 Youth Behavior Risk Survey (YRBS), which looks at health-risk behaviors known to contribute to leading causes of morbidity and/or mortality. The YRBS has been administered in Watauga County Schools in 2018, 2021, and 2023. The risk behavior areas include: Alcohol, Tobacco, and Other Drugs; Body Image; Bullying; Mental/Behavioral Health; Suicide and Self-Harm; Violence-Related Behaviors; Other Health-Related Questions.

Dr. Stark shared the percentages from responses to each of the questions from middle school and high school students. She highlighted that based on the survey results, positive data shows that suicide/self-harm and alcohol/tobacco/drug use are below the state and national averages. Areas for improvement are in the areas of bullying, mental health, and suicide/self-harm for middle school students. Watauga County Schools will continue offering an alcohol/tobacco/drug prevention program to educate on the dangers of use, continue educating through a trauma-/resiliency-informed lens, and continue partnering with agencies to provide support services for students. Next steps will include reviewing social/emotional learning strategies and curriculum, implementing strategic resources and support services at every school, and building a program for clinical mental health support.

POLICIES: SUBSTANTIVE FOR SECOND READ

- 3610: Counseling Program
- 4110: Immunizations and Health Requirements for School Admission
- 4240/7312: Child Abuse and Related Threats to Child Safety
- 4342: Student Searches
- 4720: Surveys of Students
- 3320: School Trips
- 3320-R: Field Trip Procedures
- Watauga County Field Trip Request Form

Dr. Wayne Eberle shared that there were no changes from first read. Jason Cornett made a motion to approve all of the policies and the Field Trip Request form. Marshall Ashcraft seconded, and the motion was unanimously approved.

BOARD OPERATIONS

- Student Board Representative Process/Timeline: Board members will review the 15 applications received and give their recommendations of five students to interview.
- BOE Email Acknowledgement/Responses:
 - ◆ When emails are sent to all Board members, Dr. Childers will respond within a day. He will also make sure that Dr. Alexander is aware of the email. Other Board members certainly have the option to respond as well.
 - ◆ If an individual Board member receives an email about a concern/issue, that person should inform Dr. Alexander and Dr. Childers and copy them on any responses they send.
 - ◆ It is important that the recipient knows that the sender is responding as an individual, and not on behalf of the entire Board.
- July 11th Work Session: The Board will have a half-day work session which will begin at 8:00 a.m. “Facilities” will be the top priority of discussion.

BOARD COMMENTS

Dr. Childers shared that Hardin Park Principal Travis Gillespie is a finalist for the “4 Under 40” Awards. He also commended Moss Brennan, editor of the *Watauga Democrat*, for being a finalist.

Dr. Alexander and Dr. Childers will attend the LEAD training on April 22nd.

The Budget Follow-Up Meeting with the County Commissioners is May 14th. Mr. Ashcraft wants to make sure there is advocacy and a plan for teacher supplements.

The May Board of Education Meeting will be May 13th at 6:00 p.m.

The CCC&TI Joint Meeting will be on May 15th at 6:00 p.m.

Jay Fenwick commented that the comprehensive list of all 2023-24 approved field trips has been helpful to have. He also wanted to publicly acknowledge how nice it is that Watauga High School Journalism Teacher Adrienne Stumb sends the Board members articles that are linked.

CLOSED SESSION

Following the open session, Dr. Childers asked for a motion at 8:04 p.m. to return to closed session. Marshall Ashcraft made the motion, Jason Cornett seconded, and all Board members approved.

ADJOURNMENT

Steve Combs made a motion at 8:42 p.m. to return to open session. Jay Fenwick seconded, and it was approved by all Board members.

Marshall Ashcraft made a motion to adjourn, Jay Fenwick seconded, and it was unanimously approved. The meeting adjourned at 8:43 p.m.

Dr. Gary L. Childers, *Board of Education Chair*

Dr. Leslie Alexander, *Superintendent*

Declaration of Surplus Items - May 2024

Date Approved: May 13.2024

Bethel

<u>Asset #</u>	<u>Quantity</u>	<u>Description</u>	<u>Usable</u>	<u>Unusable</u>
NONE	2	DRYING RACK- METAL	2	
39571	1	INTERACTIVE FLAT PANEL		1
100268	1	CHRGING CART / 24 CAP	1	
	<u>4</u>		<u>3</u>	<u>1</u>

Blowing Rock

<u>Asset #</u>	<u>Quantity</u>	<u>Description</u>	<u>Usable</u>	<u>Unusable</u>
200940	1	SMARTBOARD		1
	<u>1</u>		<u>0</u>	<u>1</u>

Cove Creek

<u>Asset #</u>	<u>Quantity</u>	<u>Description</u>	<u>Usable</u>	<u>Unusable</u>
NONE	9	FLASK STANDS WITH OUT STANDS	9	
NONE	5	FLASK STANDS WITHOUT HOLDER	5	
NONE	4	HUMBOLDT TRIPOD STANDS	4	
NONE	10	PAIRS OF CRUCIBLE TONGS	10	
NONE	1	CASIO FX-82 SUPER FRACTION	1	
NONE	1	CASIO FX-82 SUPER FRACTION	1	
NONE	1	CASIO FX-82 SUPER FRACTION	1	
NONE	1	CASIO FX-82 SUPER FRACTION	1	
NONE	1	CASIO FX-82 SUPER FRACTION	1	
NONE	1	CASIO FX-82 SUPER FRACTION	1	
NONE	1	CASIO FX-82 SUPER FRACTION	1	
NONE	1	CASIO FX-82 SUPER FRACTION	1	
800737	1	CALC - #4 GRPHG TI-73 EXPLORER		1
	<u>37</u>		<u>36</u>	<u>1</u>

Green Valley

<u>Asset #</u>	<u>Quantity</u>	<u>Description</u>	<u>Usable</u>	<u>Unusable</u>
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401228

1 AIR CONDITIONER- GE

1

1

0

1

Hardin Park

<u>Asset #</u>	<u>Quantity</u>	<u>Description</u>	<u>Usable</u>	<u>Unusable</u>
33817	1	CHROMEBOOK- 100e		1
52093	1	CHROMEBOOK- 300e		1
52562	1	WHEELCHAIR- ELECTRICAL		1
NONE	1	CALCULATOR- TI-34		1
29881	1	iPAD AIR		1
51648	1	CHROMEBOOK- YOGA		1
35100	1	LAPTOP- HP ELITEBOOK		1
35111	1	LAPTOP- HP ELITEBOOK		1
500706	1	PORTABLE AIR CONDITIONER		1
34913	1	CHROMEBOOK- 100e		1
34961	1	CHROMEBOOK- 100e		1

11

0

11

Mabel

<u>Asset #</u>	<u>Quantity</u>	<u>Description</u>	<u>Usable</u>	<u>Unusable</u>
601112	1	TABLE - CAFETERIA		1
34519	1	CHROMEBOOK 300e		1
NONE	1	SHELF	1	
NONE	1	DESK- TEACHER		1
50109	1	CART		1
NONE	1	CART- ROLLING BLUE		1

6

1

5

Parkway

<u>Asset #</u>	<u>Quantity</u>	<u>Description</u>	<u>Usable</u>	<u>Unusable</u>
NONE	1	AMPILFIER		1
33810	1	CAMERA- DOCUMENT		1

36152

1 IFP

1

3

0

3

Valle Crucis

<u>Asset #</u>	<u>Quantity</u>	<u>Description</u>	<u>Usable</u>	<u>Unusable</u>
NONE	2	TECH TUB 2- COPERNICUS	2	
300809	1	CAMERA- - POWERSHOT	1	
300401	1	CAMERA-VIDEO FLIP ULTRA		1
300400	1	CAMERA-VIDEO FLIP ULTRA		1
300410	1	CAMERA - HANDYCAM		1
34044	1	CHROMEBOOK 100e		1
NONE	2	CASSETTE RECORDER- CALIFONE	2	
301342	1	DVD PLAYER- MAGNAVOX	1	
301340	1	CAMERA - HANDICAM - SONY		1
NONE	1	MONITOR 15" GEM	1	
300524	1	DVD/VHS PLAYER- MAGNAVOX		1

13

7

6

Watauga High School

<u>Asset #</u>	<u>Quantity</u>	<u>Description</u>	<u>Usable</u>	<u>Unusable</u>
904528	1	FLOOR SCRUBBER- NILIFISK		1
904578	1	FLOOR SCRUBBER- NILIFISK		1
34602	1	INTERACTIVE FLAT PANEL		1
29689	1	DESKTOP - DELL 790		1
600127	1	PRINTER- HP LJ M601		1
904638	1	LIFT- DUAL POST		1
904637	1	LIFT- DUAL POST		1
N/A	1	Headphones		1
N/A	1	HP DesignJet T520		1
N/A	1	iMac		1
80428	1	HP Monitor		1
29639	1	Dell Optiplex 790		1
N/A	1	WACOM Digitizer		1
900656	1	Epson Powerlite 460		1
N/A	1	Projector mount	1	
N/A	14	Classroom speakers (14)	14	
N/A	3	cable box and cables - 3	3	

N/A	1	Old cables and cords	1
N/A	1	Oscilloscope	1
N/A	1	TI Calculator based laboratory	1
N/A	1	TI Calculator based laboratory	1
N/A	1	TI Calculator based laboratory	1
N/A	1	TI Calculator based laboratory	1
N/A	1	TI Calculator based laboratory	1
903801	1	Infocus projector	1
N/A	1	Panasonic HD video camera	1
N/A	1	Panasonic HD video camera	1
N/A	1	Panasonic HD video camera	1
N/A	1	Kinect	1
N/A	1	Vernier LabPro	1
N/A	1	Vernier LabPro	1
N/A	1	Vernier LabPro	1
N/A	1	Vernier LabPro	1
N/A	1	Vernier LabPro	1
N/A	1	Vernier LabPro	1
N/A	1	Vernier LabPro	1
905093	1	Vernier LabQuest	1
905280	1	Vernier LabQuest	1
905094	1	Vernier LabQuest	1
905095	1	Vernier LabQuest	1
905090	1	Vernier LabQuest	1
905278	1	Vernier LabQuest	1
905281	1	Vernier LabQuest	1
905091	1	Vernier LabQuest	1
905285	1	Vernier LabQuest	1
905283	1	Vernier LabQuest	1
905322	1	Vernier LabQuest	1
905284	1	Vernier LabQuest	1
905092	1	Vernier LabQuest	1
N/A	1	Vernier LabQuest	1

65

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18

47

Central Office

<u>Asset #</u>	<u>Quantity</u>	<u>Description</u>	<u>Usable</u>	<u>Unusable</u>
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0

0 0

Technology Department

<u>Asset #</u>	<u>Quantity</u>	<u>Description</u>
34875	1	LAPTOP- HP ELITEBOOK
35141	1	LAPTOP- HP ELITEBOOK

<u>Usable</u>	<u>Unusable</u>
	1
	1

2

0 2

Transportation Department

<u>Asset #</u>	<u>Quantity</u>	<u>Description</u>
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<u>Usable</u>	<u>Unusable</u>
---------------	-----------------

0

0 0

Maintenance Department

<u>Asset #</u>	<u>Quantity</u>	<u>Description</u>
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<u>Usable</u>	<u>Unusable</u>
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0

0 0

Child Nutrition

<u>Asset #</u>	<u>Quantity</u>	<u>Description</u>
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<u>Usable</u>	<u>Unusable</u>
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0

0 0



5/7/2024

Good evening Watauga County Board members, I recently bid out several roofing projects for the 2023/2024 school year. I sent invitations to 4 roofing contractors, and all 4 contractors bid off of the same proposal packet. Dr. Blanton and I opened the bids on Feb 20th at noon and feel like we need to go with the lowest bidder for each project. This packet was presented during the March Board meeting and we were informed at that time we needed to hire an engineering firm to oversee the project. We have chosen Wolfe Engineering for this and their price is shown below.

Engineering for PKY School	\$62,000.00	Wolfe Eng
Parkway School was bid at	\$1,778,500.00	Rike Roofing
Maintenance / Child Nutrition Building	\$187,900.00	Davco Roofing
TOTAL FOR THESE 2 PROJECTS		\$2,027,900.00

We already have 2 million in our budget for roof replacements Budget code 4.5110.901.529 After speaking with Ly and Dr. Alexander, we feel that funding for the remaining \$28,0000.00 could be moved out of the Maintenance Roof repair budget.

Green Valley Roof was also bid out at the same time, but will also require an Engineer. The cost breakdown for that project is below.

Engineering for GV School	\$27,5000.00	Wolfe Eng.
Green Valley was bid at	\$690,000.00	Rike Roofing
TOTAL FOR GV ROOF PROJECT		\$717,500.00

Ly Marze is working on the form for Lottery funds for this project since everything came in way over budget. Please don't hesitate to reach out to me with any questions or concerns you may have about this project.

Eric Bolick (828) 268-4630
Director of Facilities/Maintenance
Watauga County Schools
175 Pioneer Trail Boone NC 28607
(828) 264-7190 (Phone)
(828) 268-2323 (Fax)
bolicke@wataugaschools.org

**DISTRIBUTION REQUEST
PUBLIC SCHOOL BUILDING
REPAIR & RENOVATION FUND
NORTH CAROLINA EDUCATION LOTTERY**

DPI USE ONLY

Approved By: _____

Date: _____

Date of Request: 5/13/2024

County: WATAUGA COUNTY Contact Person: LY MARZE
Address: 814 W. KING ST, BOONE, NC 28607 Title: FINANCE OFFICER
LEA: WATAUGA COUNTY SCHOOLS Phone: 828-264-7190
Address: 175 PIONEER TRAIL, BOONE, NC 28607 Email: MARZEL@WATAUGASCHOOLS.ORG

Project Title: GREEN VALLEY - ROOFING RENOVATION AND REPLACEMENT
Project Address: 189 BILL HILL RD
BOONE, NC 28607
Type of Facility: K-12 SCHOOL

The Public School Building Repair & Renovation Fund was established by S.L. 2021-180, Section 4.4.(a1). The purpose of the Fund is to provide revenue to counties for repair and renovation projects. Per G.S. 115C-546.16, counties are to utilize funds for enlargement, improvement, expansion, repair, or renovation of classroom facilities at public school buildings within local school administrative units (LEAs) located in the county. As used in this context, "Public School Buildings" shall include only facilities for individual schools that are used for instructional and related purposes, and does not include administration, maintenance, or other facilities.

Brief Project Description (include est. start/end dates): Renovation and replacement of worn out roof sections of Green Valley School

Estimated Costs:

Planning and Design Services.....	\$ 27,500
New Construction – Facility Enlargement	\$
New Construction – Addition(s)	\$
Existing Construction – Facility Improvements	\$
Existing Construction – Facility Repairs	\$
Existing Construction – Facility Renovations	\$ 690,000
TOTAL	\$ 717,500

We, the undersigned, agree to submit a statement of state monies expended for this project within 60 days following completion of the project.

The County Commissioners and the Board of Education do hereby jointly request approval of the above project, and request the release of \$ 717,500 from the Public School Building Repair & Renovation Fund. We certify that the project herein described is within the parameters of G.S. 115C-546.

(Signature – Chair, County Commissioners)

(Date)

(Signature – Chair, Board of Education)

(Date)

PRINT FORM

CLEAR FORM



**WATAUGA COUNTY
BOARD OF EDUCATION**

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

PURCHASING MEMO

5/1/24

To: Dr. Leslie Alexander, Superintendent
Members, Watauga County Board of Education

From: Tierra Stark, Director of Student Services

RE: Grant Purchase - Restorative Justice & Resilience/Trauma Informed Training/Materials

In collaboration with the Rural Opportunity Institute, Watauga County Schools has been awarded a Safer Schools grant to pay for restorative justice training in two of our schools (Green Valley and Watauga High School), as well as resiliency and trauma-informed care training and materials for all of our schools.

For this portion of the Safer School grant, we sought and were awarded \$224,000 for school safety training. A portion of this funding would be used to purchase a training package with assistance from the Rural Opportunity Institute. The training package includes contracted services with appropriate trainers and all the related materials that would become the school system's property.

We have been provided with a general quote from the Rural Opportunity Institute for five live training sessions, one year of coaching and consulting at all nine of our physical schools, and all related materials for a total cost of approximately \$60,000.

It is respectfully requested to approve the purchase of these contracted services and related materials based on the bid from the Rural Opportunity Institute in the amount of \$60,000. Our partners at the Rural Opportunity Institute will make all arrangements with us for the 2024-25 school year.

TO: Dr. Leslie Alexander, Superintendent
Dr. Chris Blanton, Assistant Superintendent
Watauga County Board of Education

FROM: Janet Tanner, Transportation Director

RE: Approval for Purchase of Radio/Antennas and Installation
for School Bus Communication

I am requesting that the Watauga County Board of Education approve the purchase of updated radios and antennas for school bus communication. Currently there are some issues communicating between schools/transportation department and the school buses while they are transporting students to and from school. The first step in alleviating this problem is to purchase eleven (11) new Motorola base stations. Each school would have a base station and transportation would have two (2). The purchase and installation of eleven (11) antennas for school locations, the transportation department and the county office.

In addition, we are asking to purchase ten (10) handheld Motorola radios to be used by the members of the road team to communicate between members while doing road checks during inclement weather days. Currently cellphones are being used to communicate and due to areas with no cell service communication has been difficult.

The purchase of these radios would be paid by State funding and would not be an additional cost to the county. Mobile Communications is on the state contract so a bid is not required. The quote for this purchase is attached.

Prior to the end of this FY year, we will be requesting to enter into a five (5) year lease with Mobile Communications for forty-five (45) new bus radios and three (3) repeaters to be installed on three (3) locations that currently the Watauga County Emergency Services has given us permission to use. The addition of these repeaters would give our School District four (4) repeaters placed in areas to assist in radio coverage. A recommendation with quote will be submitted at a later time.

This lease would also be paid by State funding and would not be an additional cost to the county. Mobile Communications is on the state contract so a bid is not required.

Please let me know if you have any questions or concerns.

Thank you.



Janet Tanner

Transportation Director



Mobile
Communications
America

MOBILE COMMUNICATIONS AMERICA, INC.
4800 REAGAN DR
CHARLOTTE, NC 28206
Phone: 704-597-5220
Fax:

QUOTATION

Page 1

341001262

Bill To:

Watauga County NC Schools
PO Box 1790
Boone, NC 28607

Ship To:

Watauga County NC Schools
175 Pioneer Trail
Boone, NC 28607

Contact:

Contact #:

Contact:

Contact #:

Date: 05/03/2024		Customer #: 108194		Terms: NET 30 DAYS		
Qty	Item	Description	U/M	Unit Price	Extended	
11	AAM28TRN9RA1AN-P	XPR 5550E 450-512M 40W GOB BT/GNSS/WIFI CD Package	EA	1,286.90	14,155.90	
11	AAM28TRN9RA1AN	XPR 5550E 450-512M 40W GOB BT/GNSS/WIFI CD	EA	0.00	0.00	
11	STDBKT0511AA	STANDARD BRACKET (RLN6469)	EA	0.00	0.00	
11	STDBLK0511AA	STANDARD MODEL BOX	EA	0.00	0.00	
11	STDCBL0511AA	STANDARD CABLE (HKN4191)	EA	0.00	0.00	
11	STDMIC0511AF	STANDARD MICROPHONE (RMN5052)	EA	0.00	0.00	
11	STDESS0511AA	5YR ESSENTIAL REPAIR	EA	0.00	0.00	
11	STDSMA0771AH	STANDARD 5 YEAR SMA AND SW FEATURES	EA	0.00	0.00	
11	LSVC-OPTOUT	LOCAL SERVICE OPT-OUT	EA	0.00	0.00	
CUSTOMER HAS OPTED OUT OF LOCAL SERVICE OPTIONS:						
DISCLAIMER TO CUSTOMER: IF YOU CHOOSE TO OPT OUT OF THE LOCAL SERVICES OPTION THEN CURRENT STANDARD PRICING WILL BE CHARGED FOR FACILITATING WARRANTY REPAIRS, FIRMWARE UPGRADES, PROGRAMMING, AND ANY OTHER ADDITIONAL APPLICABLE FEES UNDER LOCAL SERVICE PLANS.						
11	FT-INSTALL		EA	2,100.00	23,100.00	
10	AAH02RDH9VA1AN-P	XPR 3500E 403-512 LKP WIFI CAPABLE Package	EA	843.30	8,433.00	
10	AAH02RDH9VA1AN	XPR 3500E 403-512 LKP WIFI CAPABLE	EA	0.00	0.00	
10	QA02302AB	ADD: UHF STUBBY 440-490 MHZ ANTENNA (PMAE4070)	EA	0.00	0.00	
10	STDBAT0867AE	STANDARD IMPRES LI-ION IP68 2100T BATTERY (PMNN4491)	EA	0.00	0.00	
10	STDBOX0867AA	STANDARD MODEL BOX	EA	0.00	0.00	
10	STDCHG0867AA	STANDARD IMPRES SUC W/ SMPS (WPLN4232)	EA	0.00	0.00	
10	STDRAD0867AA	STANDARD RADIO	EA	0.00	0.00	

QUOTATION

Page 2

341001262

Bill To:

Watauga County NC Schools
PO Box 1790
Boone, NC 28607

Ship To:

Watauga County NC Schools
175 Pioneer Trail
Boone, NC 28607

Contact:

Contact #:

Contact:

Contact #:

Date: 05/03/2024		Customer #: 108194		Terms: NET 30 DAYS		
Qty	Item	Description	U/M	Unit Price	Extended	
10	STDESS0867AA	5YR ESSENTIAL REPAIR	EA	0.00	0.00	
10	STDSMA0771AA	STANDARD 5 YEAR SMA AND SW FEATURES	EA	0.00	0.00	
10	LSVC-OPTOUT	LOCAL SERVICE OPT-OUT	EA	0.00	0.00	
CUSTOMER HAS OPTED OUT OF LOCAL SERVICE OPTIONS:						
DISCLAIMER TO CUSTOMER: IF YOU CHOOSE TO OPT OUT OF THE LOCAL SERVICES OPTION THEN CURRENT STANDARD PRICING WILL BE CHARGED FOR FACILITATING WARRANTY REPAIRS, FIRMWARE UPGRADES, PROGRAMMING, AND ANY OTHER ADDITIONAL APPLICABLE FEES UNDER LOCAL SERVICE PLANS.						
21	BT-PGM	PROGRAMMING	EA	10.00	210.00	
11	*MISC-EQUIP	Antenna System	EA	1,500.00	16,500.00	
		Antenna System				
1	SEC1212	SWITCHING DC POWER SUPPLY	EA	183.96	183.96	
11	RMN5050A	LTD DESKTOP MOBILE MIC	EA	129.60	1,425.60	

Accepted By: _____ **Date:** _____

Please contact customer representative by phone or email with any questions:

Customer Rep: Stori McIntyre

Phone #:

Email: StoriMcIntyre@callmc.com

Subtotal : \$64,008.46

Tax : \$4,320.57

Total Quote : \$68,329.03

Effective August 1, 2018, all credit card payments are subject to a 2% convenience fee

Quote Valid for 30 Days.

All orders are subject to partial shipment and partial invoice

Tax calculations provided are estimates and are subject to change.



MOBILE COMMUNICATIONS AMERICA, INC. TERMS AND CONDITIONS

"MCA" shall mean Mobile Communications America, Inc. and "Buyer" shall mean the customer named in the applicable Order (defined below). "Parties" shall mean MCA and Buyer, collectively, and "Party" shall mean MCA or Buyer, individually. "Products," "Equipment" or "Services" shall individually or collectively mean the equipment and parts (with respect to Products and Equipment) and services (with respect to Services) referred to in the applicable Order. These Terms and Conditions ("T&Cs") shall apply to and form a part of all orders for Services and, if applicable, Products, issued by Buyer and expressly accepted by MCA (each, an "Order" and together with the T&Cs, the "Agreement"). The Agreement, together with any documents incorporated herein by reference, constitutes the sole and entire agreement of the Parties, and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. In the event of any conflict between these T&Cs and the Order, these T&Cs shall govern, unless the Order expressly states that the terms and conditions of the Order shall control. Neither the transactions contemplated hereby and/or the Agreement, nor any Order consummated between the Parties, are intended to constitute or create a joint venture, pooling arrangement, partnership, or formal business organization of any kind. The Parties shall act as independent contractors at all times and neither Party shall act as an agent for the other, and the employees of one Party shall not be deemed employees of the other Party. Buyer shall place an Order with MCA in compliance with these T&Cs.

MCA reserves the right, without notice to Buyer, to provide any Product through, or cause any of its obligations under these T&Cs to be performed by, any of its Affiliates. In such case, the work shall be treated as a separate agreement between the Buyer and Affiliate, governed by these T&Cs with the Affiliate taking the place of MCA for all purposes herein. Buyer is to make payment directly to the Affiliate for such Orders. For the purposes of these T&Cs, "Affiliate" shall mean, with respect to a Party, any entity which owns or controls, is owned or controlled by, or is under common ownership or control with, such Party. In addition, MCA may subcontract the Services provided to Buyer to a third party without Buyer's consent, provided that such subcontracting will not release MCA from any of its obligations under the Agreement.

MCA's acceptance of an Order is expressly conditioned upon Buyer's consent to these T&Cs. These T&Cs prevail over any other terms and conditions or other provisions contained in Buyer's documentation whether pre-printed or attached to any Order or any other documentation exchanged by the Parties. If these T&Cs are not acceptable to Buyer, Buyer must so notify MCA prior to Order placement by specific written objection. Buyer's consent to these T&Cs will be conclusively established by Buyer's acceptance of a quote from MCA, unless written objections are received prior to Order placement. No waiver, alteration or modification of these T&Cs shall be binding on MCA unless in writing and signed by an Executive Officer of MCA. The quantity, quality and description of the Equipment shall be as specified in an applicable Order and/or any applicable specification agreed to in writing by the Parties. Solely with respect to Services, MCA's acceptance of an Order is also expressly subject to MCA's inspection of the site where the Services will be performed and its suitability for the Services in MCA's sole and absolute discretion.

QUOTATION DETAILS: All quotations reflect U.S. Dollars. All payments must be made in U.S. Dollars. If Buyer makes payment by check, the check must be drawn on a US bank. Payment shall not be deemed received by MCA for any purpose hereunder, including MCA's security interest in the Products, until such time as MCA receives cleared available funds. The price for the Services and, if applicable, the Products, or the manner or method by which such prices shall be set or finally determined, shall be set forth in the Order. Buyer acknowledges that Product prices may fluctuate due to manufacturer costs, supply chain variances or Force Majeure Events (hereinafter defined). As such, MCA reserves the right to adjust Services and/or Product prices accordingly and/or cancel Orders at any time. MCA will make reasonable effort to provide Buyer timely notice of such changes. The right to refuse to accept any Orders for any reason is reserved by MCA even if a previous quotation has been made.

TERMS AND METHODS OF PAYMENT: Payment shall be due and payable thirty (30) days from the date of invoice. Payment shall not be withheld on account of any claim by Buyer against MCA. If Buyer disputes any portion of a MCA invoice, Buyer shall pay the undisputed portion when due and MCA and Buyer shall work to resolve the dispute within thirty (30) days. Nonpayment or delay in payment by Buyer shall be considered a breach of the Agreement.

Each Order, assuming due fulfillment thereof, shall be considered a separate and independent transaction and payment therefor shall be made accordingly. If services, installation and/or shipments (as applicable to a particular Order) are delayed by the Buyer, payments shall be due on the date when MCA is prepared to perform (or cause a third party to perform). Products held for the Buyer shall be at the risk and expense of the Buyer. Products shipped as exchanges will be invoiced for full value until the exchange is complete and Product has been returned to MCA in good and working condition, at which point a credit for the full value will be given to Buyer. If the financial condition of the Buyer at any time does not, in MCA's sole and absolute discretion, justify continuance of performance or shipment on the terms of payment specified, MCA may require full or partial payment from the Buyer in advance in MCA's sole and absolute discretion. In the event of bankruptcy or insolvency of the Buyer, or in the event any proceedings are brought by or against the Buyer under any bankruptcy or insolvency laws, MCA shall be entitled to cancel any Order then outstanding and shall receive reimbursement for any expenses incurred by it in connection with such cancellation and any applicable cancellation charges.

Buyer grants to MCA a purchase money security interest in the Products, including any software provided hereunder, and to the proceeds thereof until the full price and all other liabilities due to MCA are satisfied. Upon payment in full to MCA, title to the Products shall pass to Buyer free of such security interest. Buyer hereby authorizes MCA to take any and all steps it determines are necessary to cause its security interest to be maintained and perfected, including, without limitation, the filing of any financing statements, and any amendments and/or renewals thereof. Any invoiced amount which is not paid in accordance with these T&Cs shall be considered overdue. MCA shall be entitled, without prejudice to any of its other rights or remedies, after a seven (7) day grace period to charge Buyer with interest at the rate of 1.5% of total past due amount. Buyer shall not deduct from any invoice any amounts, except such amounts as are set forth in any written credit memorandum (or equivalent) issued by MCA to Buyer prior to the due date of the outstanding invoice. Upon any default or breach by Buyer hereunder and to the extent applicable, MCA shall have all of the rights and remedies of a secured party under the Uniform Commercial Code or other applicable law, which rights shall be cumulative. MCA shall have the right to enter Buyer's premises and repossess and remove any Products if full payment has not been timely received by MCA.



Buyer shall not and acknowledges that it will have no right, under these T&Cs or any other agreement, document, or law to withhold, offset or debit any amounts owed or due to MCA or any of its Affiliates, whether under these T&Cs or any other agreement between the Parties against any other amount owed or due to MCA or any of its Affiliates under any other document or agreement between MCA and/or any of its Affiliates, on the one hand, and Buyer and/or any of its Affiliates, on the other.

STANDARD TERMS WITHOUT CREDIT: If Buyer has not established preliminary credit with MCA, prepayment of full amount under the Agreement is required, unless such requirement is waived by MCA in its sole and absolute discretion.

STANDARD TERMS WITH CREDIT:

- A. Up to \$50,000.00 - Net within thirty (30) days after date of invoice submitted by MCA.
- B. Over \$50,000.00 require the below milestone payments:
 - 40% down once an Order is accepted by MCA
 - 50% once materials shipped for Buyer's use
 - 10% within thirty (30) days of the earlier of invoice or completion of installation, if applicable.

NON-STANDARD CREDIT TERMS: Negotiable prior to Order acceptance.

NON-STANDARD PAYMENT TERMS:

- A. Cash
- B. Credit card payments by customers with credit terms with MCA

Non-standard payment terms may be subject to convenience fees, in MCA's sole and absolute discretion.

LATE FEES: Without prejudice to any other rights or remedies of MCA, if payment is outstanding after a seven (7) day grace period, 1.5% of the total past due amount will be added to the balance.

TAXES: The prices stated in any quote or Order may not include any provision for sales, use, excise, or similar taxes. The amount of any and all such present or future taxes or other government charges applicable to the Services and, if applicable, the Products will be added by MCA to the sales price and shall be paid by the Buyer, unless Buyer provides MCA with a tax-exemption certificate acceptable to the taxing authority. If MCA is required to pay or bear the burden of any excluded tax, the prices set forth herein shall be increased by the amount of such tax and any interest or penalty assessed, and Buyer shall pay to MCA the full payment of any such increase no later than ten (10) days after receipt of invoiced charges.

DELIVERY: Unless otherwise specifically stated in an agreement between the Parties, delivery of all Products shall be FOB MCA's shipping facility or at MCA's option, FOB point of manufacture. Ground shipment charges through carrier chosen by MCA, unless carrier agreed upon by Buyer and MCA, will be prepaid and added to invoice. Title and risk of loss or damage shall pass to Buyer upon MCA's delivery of the goods to a common carrier or other delivery agency for shipment to Buyer. MCA assumes no liability in connection with shipment nor shall the carrier in any way be construed to be an agent of MCA. MCA shall not be liable for any damages or penalty for delay caused by transportation or failure to give notice of such delay. The Equipment shall be marked in accordance with the Buyer's instructions and any applicable regulations or requirements of the carrier, if applicable, and properly packed and secured so as to reach their destination in an undamaged condition in the ordinary course. The Equipment shall be delivered to the delivery address stated in the order on the date or within the period stated in the order, in either case during the Buyer's usual business hours. If MCA is unable to make deliveries as specified by Buyer, MCA shall notify Buyer immediately. Insurance is not included in the price unless requested by Buyer at the time of order placement. It shall be the responsibility of the Buyer to file claims with the carrier for loss or damage to goods while in transit.

INSPECTION: MCA shall take any steps necessary to comply with any reasonable request by the Buyer to inspect or test the Products prior to installation. If as a result of inspection or testing the Buyer is not satisfied that such Products will perform as anticipated per the written guidelines of the applicable manufacturer of a particular Product (each, a "Manufacturer"), and if the Buyer so informs MCA within seven (7) days of inspection or testing, MCA shall take commercially reasonable steps as are necessary to ensure compliance. Failure to so inform MCA within such seven (7)-day period shall constitute Buyer's irrevocable waiver of its rights under this Section.

LIMITED WARRANTY:

- A. **MANUFACTURER'S WARRANTIES.** Manufacturers of the Products provide warranties, including, a software warranty and a license warranty, of varying periods and coverage (collectively, "Manufacturer Warranties"). Written copies of Manufacturer Warranties are available upon request. Buyer acknowledges and agrees that MCA shall have no obligation whatsoever in respect of Manufacturer Warranties and makes no warranty with respect to any goods or supplies supplied by any third party.
- B. **LIMITED SERVICES WARRANTY.** MCA warrants to Buyer that it shall perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under the Agreement ("Limited Services Warranty"). The Limited Services Warranty shall survive for a period of twelve (12) months following the date Services commences (the "Warranty Period"). The Limited Services Warranty is not assignable or transferable to any third party (including any Affiliate of Buyer).
- C. **WARRANTY DISCLAIMER. EXCEPT FOR THE LIMITED SERVICES WARRANTY, MCA MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO SERVICES AND/OR ANY PRODUCT, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY; (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (C) WARRANTY OF TITLE; (D) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; OR (E) OTHER WARRANTY WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.**
- D. **WARRANTY CONDITIONS.** MCA shall not be liable for a breach of the Limited Services Warranty unless: (A) Buyer gives written notice of breach thereof, reasonably described, to MCA within twenty (20) days of the time when Buyer discovers or ought to have discovered the breach and such notice is given during the Warranty Period and (B) MCA reasonably verifies Buyer's claim that the Services was defective. MCA shall not be liable for a breach of the Limited Services Warranty if (i) Buyer makes any further use of such Products after giving such notice; (ii) the defect arises because Buyer failed to follow MCA's oral or written instructions as to the storage, installation,



commissioning, use or maintenance of the Products; or (iii) Buyer alters or repairs such Products without the prior written consent of MCA.

- E. EXCLUSIVE REMEDIES.** Subject to Buyer's compliance with the paragraph titled "Warranty Conditions" above, Buyer's sole and exclusive remedy for breach of the Limited Services Warranty shall be, in MCA's sole discretion, (i) to repair or re-perform the applicable Services or (ii) to credit or refund the price of such Services at the pro rata contract rate. **SUCH REMEDY SHALL BE THE BUYER'S SOLE AND EXCLUSIVE REMEDY AND MCA'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED SERVICES WARRANTY.**

SHORTAGES AND DEFECTS OF PRODUCTS: Buyer will be deemed to have accepted the Products upon shipment unless MCA is notified in writing of the rejection of any unit of the Product. Any claim of shortages or defects must be made within three (3) days of delivery to Buyer. Claims must be provided to MCA in writing and must detail for MCA the specific reason(s) for rejection. Buyer shall afford MCA prompt and reasonable opportunity to inspect all Products against which any claim is made. Buyer shall not return any Equipment to MCA without prior authorization. After MCA has reviewed the rejection notice and authorized the return, Buyer will return the unit to MCA (or MCA's designee) in the same condition as when it was received. All returns must be in the original container and packaging along with all accessories and instructions included must be shipped freight prepaid. Notwithstanding the foregoing, (a) in the event MCA reasonably determines that the basis for rejection relates to a matter covered by a Manufacturer Warranty, MCA shall have no liability under this Section other than to inform Buyer of such determination.

FORCE MAJEURE: MCA shall not be responsible for any failure to perform due to causes beyond its reasonable control, such as, but not limited to, acts of God, flood, fire, earthquake, explosion, acts of the Buyer, acts of civil or military authority, war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest, embargoes or blockades, national or regional emergency, judicial action, pandemic, epidemic, default of subcontractors or vendors, labor disputes, accident, failure or delays on transportation, and inability to obtain necessary power, labor or materials (each, a "Force Majeure Event"). In the event of any delay due to such causes, or other difficulties, (whether or not similar in nature to any of those specified) the date of delivery shall be extended in writing for a period equal to the time lost.

CANCELLATION: Special order items are not cancelable due to restrictions in third party vendor terms and conditions. Orders of (i) Products regularly stocked by MCA and (ii) Services may be cancelled, subject to the following terms. If Buyer provides written notice of cancellation prior to shipment of Products or commencement of the Services (whichever occurs first), the Order may be cancelled without charge. If Buyer provides written notice of cancellation once shipment of Products has occurred or Services have commenced, but prior to delivery and installation (with respect to Products) or completion (with respect to Services), Equipment may be returned at Buyer's expense and may be subject to restocking charges and Buyer will be charged and agrees to pay for all Services (or portion thereof) rendered to Buyer. Programmed Equipment may be returned at MCA's discretion and will be subject to a reprogramming fee. Orders may not be cancelled once Products are delivered and installed. Orders may not be cancelled, and Buyer will be charged for and agrees to pay for all Equipment actually delivered or Services rendered, upon the earlier of (x) the completion of the Services and (y) the delivery and installation of the Products.

ASSIGNMENT: The Buyer shall not assign in whole or in part these T&Cs or any interest therein or any rights hereunder without the written consent of MCA, which shall not be unreasonably withheld or delayed. Any such assignment without consent shall be void. Notwithstanding the foregoing, MCA may assign these T&Cs or any other agreement between the Parties, without consent in whole or in part, for the purposes of corporate reconstruction, reorganization, or analogous proceeding, or to (a) any Affiliate; or (b) a third party in the event of a merger, recapitalization, conversion, consolidation, other business combination or sale of all or substantially all of the assets of MCA to such third party.

TERMINATION FOR DEFAULT: In the event that a Party (the "Breaching Party") is in breach of a material provision of the Agreement, the other Party (the "Non-Breaching Party") shall submit a written cure notice to the Breaching Party advising of such breach. Except in the case of amounts due to MCA from Buyer, which shall be paid immediately upon Buyer's receipt of the notice, the Breaching Party shall have thirty (30) days from receipt of such notice to cure the breach. If the Breaching Party does not cure the breach within the thirty (30) day cure period, the Non-Breaching Party may terminate the Order.

SEVERABILITY: If any provision or part-provision of these T&Cs is or becomes invalid, illegal, or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of these T&Cs.

DISPUTES: MCA and Buyer shall attempt in good faith to resolve any dispute, controversy, or claim arising under or relating to an Order or these T&Cs by negotiation between the representatives of each Party who have the authority to settle the dispute. If the Parties are unable to resolve such dispute, either Party may refer the dispute to arbitration. The arbitration shall be conducted in English and in accordance with the Commercial Rules of the American Arbitration Association, which shall administer the arbitration and act as appointing authority. The arbitration, including the rendering of the decision and/or award, shall take place in Spartanburg County South Carolina, United States of America, and shall be the exclusive forum for resolving the dispute, controversy, or claim. The arbitrator shall make the final determination as to any discovery disputes between the Parties. Examination of witnesses by the Parties and by the arbitrator shall be permitted. A written transcript of the hearing shall be made and furnished to the Parties. The cost of this transcript shall be borne equally by the Parties. The award or decision of the arbitrator shall state the reasons upon which the award or decision is based and shall be final and binding upon the Parties. The prevailing Party shall be entitled to compensation for the expense of the arbitration, including, but not limited to, the award of attorneys' fees, at the discretion of the arbitrator. The award shall be enforceable before any court of competent jurisdiction upon the application to such court by either Party. Each Party irrevocably and unconditionally waives any right to a trial by jury in respect to any legal action arising from these T&Cs or any other agreement between the Parties.

GENERAL: Both Parties will comply with all applicable federal, state and local laws. These T&Cs shall be governed by the laws of the State of South Carolina, without regard for conflict of laws provisions thereof. If any term or provision of these T&Cs shall to any extent be held by a court or other tribunal to be invalid, void or unenforceable, then that term or provision shall be inoperative and void insofar as it is in



conflict with the law, but the remaining terms and provisions shall nevertheless continue in full force and effect and the rights and obligations of the Parties shall be construed and enforced as if these T&Cs did not contain the particular term or provision held to be invalid, void or unenforceable. The failure of MCA to insist, in any one or more instances, upon the performance of any such term, covenant or conditions of these T&Cs or to exercise any right herein, shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant or condition or the future exercise of such right, but the obligation of the Buyer with respect to such future performance shall continue in full force and effect.

GOVERNMENT CONTRACTS: In the event that the Buyer's customer is the United States Government, the Services and, if applicable, Products are purchased as Commercial Services or Commercial Products, respectively, under the Federal Acquisition Regulation ("FAR"), and MCA will agree to comply with, if applicable, FAR 52.212-5 (Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Products and Commercial Services). Any other Government flow downs shall be negotiated by the Parties and agreed upon between the Parties in writing prior to acceptance of an Order by MCA.

FCC AND OTHER GOVERNMENT MATTERS: Although MCA may assist in the preparation of FCC License Applications as a courtesy, Buyer is solely responsible for obtaining any licenses dictated under the FCC's rules and regulations or required by any other Federal, State or Local government agency. Neither MCA nor any of its employees is an agent of the Buyer in FCC or other governmental matters.

LIMITATIONS:

- A. **LIMITATIONS OF MCA LIABILITY.** IN NO EVENT SHALL MCA BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY MATTER ARISING OUT OF OR RELATED TO THESE T&Cs IN RESPECT OF ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT MCA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.
- B. **MAXIMUM LIABILITY.** IN NO EVENT SHALL MCA'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THESE T&Cs, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE PURCHASE PRICE OF THE PARTICULAR PRODUCTS SOLD AND/OR SERVICES RENDERED HEREUNDER WITH RESPECT TO WHICH LOSSES OR DAMAGES ARE CLAIMED.
- C. **EXCLUSIONS.** Notwithstanding the foregoing, the limitations of MCA's liability set forth herein shall not apply to (i) liability resulting from MCA's willful misconduct and (ii) death or bodily injury resulting exclusively from MCA's acts or omissions.
- D. **INSURANCE:** It is further understood that MCA is not an insurer, and that Buyer shall obtain and maintain all necessary and appropriate policies of insurance in respect of its obligations under these T&Cs. MCA does not represent or warrant, and MCA hereby expressly disclaims any responsibility for, that Products will avert or prevent occurrences, or the consequences therefrom, which are monitored, detected, or controlled with the use of the Equipment sold herein.
- E. **NO REPRESENTATIONS.** MCA's representatives are only authorized to fill in the blanks on any agreement, sales order or quote form governed by these T&Cs. The issuance of information, advice, approvals, instructions or cost projections by MCA sales or service personnel or other representatives shall be deemed expressions of personal opinion only and shall not affect MCA and Buyer's rights and obligations hereunder, unless that same is in writing and signed by an officer of MCA with the explicit statement that it constitutes an amendment to this Agreement.

INDEMNIFICATION: Each Party (the "Indemnifying Party") agrees to indemnify, defend, and hold harmless the other Party, its officers, directors, and employees (the "Indemnified Party") from and against any and all liabilities, losses, damages, expenses, liens, claims, demands, actions, judgments, settlements, interest, awards, penalties, fines costs and expenses, including, without limitation, reasonable attorneys' fees, costs of collection, costs of recovering insurance, and costs of enforcing this indemnification provision ("Claims") for death, personal injury, or property damage arising out of any negligent act or omission of the Indemnifying Party in the performance of an Order, except to the extent such Claims are contributed to by (i) the negligence or willful misconduct of the Indemnified Party or (ii) the negligence or willful misconduct of any third parties. Buyer agrees to indemnify, defend, and hold harmless MCA, its officers, directors, and employees for any and all claims, including claims asserted by third parties, related to any Equipment or Services performed in whole or in part by MCA. The Indemnified Party agrees to (i) notify the Indemnifying Party in writing of any Claims as soon as reasonably practicable; (ii) allow the Indemnifying Party to control the defense of any such Claim and related settlement negotiations; and (iii) reasonably cooperate with the Indemnifying Party in any defense actions.

PATENT, COPYRIGHT AND TRADEMARKS:

- A. **COPYRIGHT AND MASK WORKS:** Laws in the United States and other countries preserve for manufacturers certain exclusive rights, in the manufacturer's software incorporated into any Product ("Manufacturer's Software") or included in Services, mask works and other works of authorship furnished hereunder, including, without limitation, the exclusive rights to prepare work derived from same, reproduce copies in same and distribute copies of same. Such Manufacturer's Software, mask works and other works of authorship may be used in, and redistributed with, only the equipment which incorporates the same. No other use, including without limitation, the reproduction, modification, or disassembly of such Manufacturer's Software, mask works and other works of authorship or exclusive rights in same is permitted.
- B. **REVERSE ENGINEERING:** Buyer acknowledges manufacturer's claim that the Manufacturer's Software and Equipment furnished hereunder contain valuable trade secrets of manufacturer and therefore agrees that it will not translate, reverse engineer, decompile, or disassemble, or make any other unauthorized use of such manufacturer's software and equipment. Since unauthorized use of such Manufacturer's Software and equipment will greatly diminish the value of such trade secrets.
- C. **LOGOS AND TRADEMARKS:** Buyer shall not have a right to use any trademarks, names, slogans, or designations of MCA or any manufacturer of products incorporated into or included in any Products and/Services.

Enrollment in the school system generally is limited to those students who meet the domicile or residence requirements outlined in policy 4120, Domicile or Residence Requirements. However, on occasion, special circumstances may warrant a student's enrollment in a different school system. The board, in its discretion, may admit non-domiciled students into the school system and may release domiciled students to another school system in accordance with this policy.

In circumstances where the board grants a discretionary admission, the permission to attend a school in the system may be granted for up to one full school year with a review process required for meeting the standards of admission. The board will make good-faith effort for out-of-district students to complete all grade levels granted in their requested school, however, no guarantee of future admission, specific school request, nor sibling requests will be given.

All discretionary admissions decisions will be made in a manner that is not arbitrary, capricious, discriminatory, prohibited by state or federal law, or for personal or political reasons.

A. ADMISSION CRITERIA

The board may choose to admit a non-domiciled student only if the following conditions are met.

1. The parent, legal guardian, legal custodian, or other adult meeting the requirements of Board policy 4120, section C.6, explains in writing why, in the opinion of the parent, legal guardian or legal custodian, the student needs to attend school in the school system. ~~An explanation of need will be considered valid grounds for discretionary admission only if there are compelling, specific circumstances indicating that the student should attend school in the school system.~~ An out-of-county reassignment/transfer request form must be submitted with a clear, compelling, and specific explanation indicating why you are requesting the student attend a school in the Watauga County school system.

Any reason having to do with athletics or participation in athletics is not a valid or sufficient explanation of need.

2. The Watauga County Board of Education (the "board") must have determined that space is available in the school system and in the particular school or program in which the student seeks to enroll. In addition, consideration will be given to whether significant additional resources, such as additional personnel, will be required in order to provide educational services to the student who is applying for out-of-district admission.
3. The student must demonstrate that he or she was in good standing in the previous school attended by that student, in terms of academics, discipline, and other measures of standing and progress in the school system. The student also must

satisfy the requirements in policy 4115, Behavior Standards for Transfer Students. Be advised that failure to remain in good standing may result in revocation of admission.

4. The student must furnish ~~a transcript~~ pertinent student records, showing grades, attendance, behavior, and other student record data, including evidence of compliance with the North Carolina immunization requirements.
5. If the student is transferring from another school system in North Carolina, the student must submit a release approved by the board of education of the school system from which the transfer is being made. If the student's discretionary admission request is granted, the admission will be subject to the terms and conditions agreed to in writing between the board and the board of education of the other school system.
6. If the student does not reside within the assignment area of the school the student will attend, the parent, legal guardian, or legal custodian must agree to provide transportation to and from school.
7. If the student is asserting residency in the geographic area served by the school system, sufficient evidence, such as a copy of utility bills, must be provided.
8. The parent, legal guardian, or legal custodian may be required to pay tuition.

B. DISCRETIONARY ADMISSION DECISIONS

1. Application and Decision

Non-domiciled students who meet the admission criteria may submit a written application for discretionary admission to the superintendent or designee. The reassignment/transfer application must be accompanied by all required supporting documents, as described above in Section A. Applications from students who are residents of the geographic area served by the school system will have first priority. After reviewing the application and supporting documents, the superintendent or designee shall make a recommendation to the board to approve or deny the discretionary admission request. The board may grant admission for up to one full school year. Students who are admitted based upon false or misleading information on their application will have their application voided and acceptance rescinded.

~~The board will provide a written response to an applicant within 30 working days of receipt of the information required under this policy. Final decisions regarding discretionary admissions may be delayed until the board has determined whether space is available in the requested school. Therefore, the written response may provide either a final decision or a notification that a final decision is pending until the board determines space availability.~~

2. Renewals

~~An application must be submitted each subsequent school year in which admission is desired.~~ A review of each admitted student from out-of-county admission will be completed reviewing compliance with standards and space available at the school or program attending. For the renewal of admission in subsequent school years, the student must continue to meet all admission criteria and be in good standing in terms of academics, attendance, and behavior/discipline. New siblings of previously approved out-of-county students must have their own application submitted.

3. Revocations

Admission may be revoked at any time during the school year if the student is not in good standing in the school system. Good standing is determined by academics, attendance, timely arrival each day, behavior, and other standards as deemed by the school. Good standing may be reviewed each grading period at the school, but admission may be revoked at any time deemed necessary. Although conditional admission may be revoked at any time deemed necessary, every effort will be made to make changes only at the end of a grading period or at a time that makes good use of the school calendar, such as before or after a holiday or scheduled break.

C. RELEASE TO ANOTHER SCHOOL SYSTEM

A student domiciled in the school system may request a release from the board to attend a school in a different school system in North Carolina. The student must have both approval of the board to release the student and approval of the receiving board of education to admit the student. The decision whether to admit the student is made under the policies of the receiving board of education.

The superintendent or designee may develop and administer a procedure to implement this policy.

Legal References: G.S. 7B, art. 35; 35A, art. 6; 50-13.1 to 13.3; 115C-47(68), -231, -364 to -366.1

Cross References: Behavior Standards for Transfer Students (policy 4115), Domicile or Residence Requirements (policy 4120)

Adopted: April 13, 2015

Replaces: Policy 5.02.60, Tuition for Discretionary Admission (in part)

Revised: May 8, 2023; December 11, 2023 (Legal references only)