



**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***  
***September 17, 2024***

4:45 p.m.	<b>1. CALL TO ORDER</b>	Board Chair
4:48 p.m.	<b>2. CLOSED SESSION</b> A. Approval of the Minutes for 8/6/2024 and 8/13/2024 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.	<b>3. OPEN SESSION CALL TO ORDER/ WELCOME/MOMENT OF SILENCE</b>	Board Chair
6:03 p.m.	<b>4. DISCUSSION AND ADJUSTMENT OF AGENDA</b>	Board Chair
6:05 p.m.	<b>5. SUPERINTENDENT’S REPORT</b>	Dr. Leslie Alexander
6:10 p.m.	<b>6. VALLE CRUCIS SCHOOL UPDATE</b>	Dr. Leslie Alexander
6:13 p.m.	<b>7. STUDENTS’ REPORT</b>	Ms. Athena Elliott Ms. Mia Llibre
6:18 p.m.	<b>8. SPECIAL RECOGNITION</b>	Dr. Leslie Alexander
6:25 p.m.	<b>9. PUBLIC COMMENT</b>	Board Chair

<b>6:35 p.m.</b>	<b>10. WCS DATA &amp; ACCOUNTABILITY UPDATE</b>	Dr. Wayne Eberle
<b>6:50 p.m.</b>	<b>11. CONSENT AGENDA</b> <ul style="list-style-type: none"> <li>A. Approval of the Minutes for 8/6/2024 and 8/13/2024</li> <li>B. Declaration of Surplus</li> <li>C. Approval to Purchase Repeaters</li> <li>D. 2024-25 Budget Resolution</li> <li>E. 2024-25 Lottery Applications</li> <li>F. Personnel Report</li> </ul>	Dr. Leslie Alexander
<b>6:55 p.m.</b>	<b>12. INTRODUCTION OF NEW DISTRICT LEADER</b>	Dr. Leslie Alexander
<b>7:00 p.m.</b>	<b>13. POLICIES: SUBSTANTIVE FOR FIRST READ</b> <ul style="list-style-type: none"> <li>• 1725/4035/7236: Interim Title IX Sex Discrimination Prohibited Conduct and Reporting Process</li> <li>• 1726/4036/7237: Interim Title IX Sex Discrimination Grievance Process</li> </ul>	Dr. Wayne Eberle
<b>7:15 p.m.</b>	<b>14. BOARD OPERATIONS</b> <ul style="list-style-type: none"> <li>➤ Date for November BOE Meeting <i>(due to the regularly scheduled meeting date being on Veterans Day)</i></li> </ul>	Board Chair
<b>7:25 p.m.</b>	<b>15. BOARD COMMENTS</b>	Board Chair
<b>7:30 p.m.</b>	<b>16. ADJOURNMENT</b>	Board Chair
	<b>17. MISCELLANEOUS</b> <ul style="list-style-type: none"> <li>❖ Calendar Committee Meeting Minutes from 9/5/2024)</li> </ul>	



## WATAUGA COUNTY BOARD OF EDUCATION

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175 Pioneer Trail Boone, NC 28607  
(828) 264-7190

### WATAUGA COUNTY BOARD OF EDUCATION MEETING

**DATE:** August 6, 2024

**TIME:** 10:30 a.m.

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

**PRESENT:**

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

#### **CALL TO ORDER**

Board Chair Dr. Gary Childers called the meeting to order at 10:43 a.m.

#### **WELCOME/MOMENT OF SILENCE**

Dr. Childers welcomed those attending the meeting and requested to observe a moment of silence.

He then recognized Superintendent Leslie Alexander for being honored at Appalachian State's Alumni Awards Gala on July 13th. Recipients of the awards are ASU alumni whose "exceptional professional, philanthropic, or volunteer achievements have impacted society and Appalachian State University." Dr. Alexander ('11, '18) was selected by the Williams School of Graduate Studies.

Erica Holden, who is the new School Resource Officer at Hardin Park, was introduced.

#### **DISCUSSION AND ADJUSTMENT OF AGENDA**

Another Closed Session was added to the agenda after #11/Board Comments.

It was noted to include the Personnel Addendum in the approval of the Consent Agenda.

#### **SUPERINTENDENT'S REPORT**

➤ **Dates:**

- The District Leadership Team had an all-day retreat on August 1st to continue more in-depth planning for the upcoming school year.

- *New Employee Orientation* will be from August 6th-8th.
- The “*Back 2 School Festival*” will be held Saturday, August 10th at Watauga High School with school-specific times for each school. 1800 students were served last year, and more are expected this year.
- *Convocation* will be on Monday, August 12th at 9:00 a.m. at Watauga High for all employees, with an optional Benefits Fair starting at 7:30 a.m. The theme for this year is “Reclaim.”
- The first day of school for students is Monday, August 19th.
- School will be closed for the Labor Day Holiday on Monday, September 2nd.
- **Local Testing Report Plan:** In even-numbered years, each local Board of Education reviews all local standardized testing administered to students by the local LEA for the prior two years. This is in order to determine the number of tests administered and the number of hours required for students to complete the tests. Watauga County Schools was slightly over the state average during the last cycle, and was required to submit a plan stating what process will be put into place to decrease the number of local assessments and the time students spend in testing. The district requirement for NC Check-Ins was removed and moved to a district-level assessment model.

### **VALLE CRUCIS SCHOOL UPDATE**

- Area A: Cafeteria/Kitchen; Gym
- Area B: Administrative Offices; Band
- Area C: Classrooms Really great progress
- Metal roofing and TPO roofing will be completed and all areas dehumidified by the end of August.
- The storefront & curtain wall is nearly complete in Areas B and C, and area A should be completely enclosed by September 1.
- The wood siding and natural adhered stone should be completed by early September.
- Temporary permanent power should be energized by the second week of September.
- Rok-On has been completed in Areas B and C, and it is being finished in Area A.
- Rough-ins for areas B and C are in the final stages, and work has started in area A.
- Drywall is progressing well in area B and will be started in area A in three weeks.
- Site work and final storm drain system installations have started, and it is anticipated the site work will wrap up sometime in October.

The next on-site Valle Crucis visit is August 22nd at 10:00 a.m.

### **DISTRICT UPDATE & PRIORITIES FOR 2024-25**

Dr. Alexander gave an overview of Watauga County Schools’ Strategic Plan. The vision is that WCS will be the best place to learn and work in North Carolina. The three key goals are:

- ★ All WCS graduates will be prepared for further education, a career, and productive citizenship.
- ★ WCS will provide students the best possible education offered by the highest quality staff.
- ★ WCS will provide students with high quality learning environments.



Dr. Chris Blanton (*Assistant Superintendent and Director of Human Resources*) shared the following updates:

- The hiring process started earlier this year and has been very successful. 64 positions were hired in the spring and summer. There are still a few hard-to-fill specialty positions open, and WCS continues to need bus drivers.
- There will be a 9% supplement increase this year, and WCS is very grateful to the County Commissioners for their support.
- The partnership between WCS and Appalachian State University helps provide high-quality professional development for teachers.
- An exit survey for educators leaving WCS was implemented in the spring to give them a chance to provide feedback that will help inform the district's efforts to better understand and address the needs of employees.
- An Assistant Principal Academy will be reinstated for the 2024-25 school year.
- WCS will continue to provide support to teachers pursuing NBPTS certification.
- Title I funds have been cut, but WCS will continue to be very intentional with the budget to ensure students have quality education and resources.

Dr. Tierra Stark (*Director of Student Services, CTE, and After School*) discussed the following about the culture/safety:

- According to the North Carolina Teacher Working Conditions Survey (NCTWCS), 96.66% of teachers in Watauga County Schools feel they know what to do if there is an emergency incident.
- Multi-Agency Safety Visits & Audits were conducted last year to implement continuous evaluations of school sites in order to maintain a safe environment. WCS worked with school personnel, law enforcement officers, and emergency management agencies to review operating procedures and immediate school safety needs.
- Safety Audits will be conducted this school year by school personnel using the PASS checklist to audit each school on school safety indicators. This will provide a baseline to guide short- and long-range improvements.

Mr. Phil Norman (*Chief Academic Officer*) provided the following information in regards to Student Achievement:

- Core planning, data problem-solving, and Data Evaluation Teams have been built into the master schedule in each of the schools so that they occur during the school day. Collaborative support will continue to be a joint effort between school leadership and district leadership.
- The Multi-Tier Systems of Support (MTSS) has six critical components: Data Evaluation, Communication and Collaboration, Building Capacity Infrastructure for Implementation, Leadership, Three-Tiered Instruction and Intervention Model, and Data-Based Problem-Solving.
- MTSS Systems of Support Successes in 2023-24:
  - New data evaluation processes, tools, and training
  - iReady core Math implementation
  - K-5 LETRS training (completed for most K-5 teachers)
  - Renewed implementation efforts for K-3 Letterland training
- MTSS Systems of Support Focus for 2024-25:

- Updated data evaluation and data-based problem-solving processes and training
- New intervention resources for Math and Reading
- CKLA (K-5) & Amplify ELA (6-8) implementation as core ELA resource
- WCS Successes from 2023-24:
  - Early literacy gains in Kindergarten and 1st grade
  - Growth in 4th and 6th grade Math
  - ACT Workkeys: Gains in participation and percentage of students workplace-ready

The priority/focus areas for 2024-25 are 2nd grade literacy, 8th grade Math, Math I, and Math III.

Board members commented that they are grateful for all of the hard work being done for the district's priorities.

### **CONSENT AGENDA**

- A. Approval of the Minutes for 7/11/2024
- B. Declaration of Surplus
- C. 2024-25 Proposed Title I Budget
- D. Personnel Report

Jason Cornett made a motion to approve the Consent Agenda with the Personnel Addendum. Marshall Ashcraft seconded the motion, and it was unanimously approved.

### **PUBLIC COMMENT**

There were no citizens who made public comments.

### **BOARD OPERATIONS**

- NCSBA LEAD Survey: Board members were asked to provide input about training topics that would be most beneficial to them, and they agreed on the topics of "Leadership Balance" and "Becoming a High-Performing Board."
- A special called meeting will be held on August 13th at 3:00 p.m. to review reassignment requests before the first day of school.
- Dr. Alexander will attend the *NCASA 2024 School Law & Policy Symposium* September 9th-10th.
- The September BOE meeting will be Tuesday, September 17th at 6:00 p.m.

### **BOARD COMMENTS**

There were no Board comments.

### **CLOSED SESSION**

*Steve Combs made a motion to go into closed session at 11:43 a.m. Marshall Ashcraft seconded, and it was approved by all Board members.*

**OPEN SESSION**

Jason Cornett made a motion at 12:40 p.m. to go into open session. Marshall Ashcraft seconded, and all Board members approved.

**ADJOURNMENT**

Steve Combs made a motion to adjourn, Marshall Ashcraft seconded, and it was unanimously approved. The meeting adjourned at 12:42 p.m.

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

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Dr. Leslie Alexander, *Superintendent*



## WATAUGA COUNTY BOARD OF EDUCATION

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

### **SPECIAL CALLED BOARD OF EDUCATION MEETING**

**DATE:** August 13, 2024

**TIME:** 3:00 p.m.

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

**PRESENT:**

- Gary Childers, Steve Combs, Marshall Ashcraft, *BOE Members*
- Dr. Leslie Alexander, *Superintendent*
- Dr. Chris Blanton, *Assistant Superintendent*

#### **CALL TO ORDER**

Board Chair Dr. Gary Childers called the meeting to order at 3:05 p.m.

#### **WELCOME/MOMENT OF SILENCE**

Dr. Childers commented that the “Back 2 School Festival” and “Convocation” were amazing.

#### **DISCUSSION AND ADJUSTMENT OF AGENDA**

The Consent Agenda was moved to be after the Closed Session.

#### **SCHNEIDER ELECTRIC**

Graham Lewis with Schneider Electric shared with the Board their project objective of evaluating the savings potential for Watauga County Schools through a performance contract based on existing utility expenditures. The projected annual savings of 45-50% would enable a portion to be reinvested to fund solutions to the district’s most pressing facility needs.

A “Letter of Interest” would authorize Schneider Electric to proceed with a Business Case analysis in which they would conduct site visits and put together a high-level overview of what a project could look like for Watauga County Schools. Marshall Ashcraft made a motion to move forward with having Dr. Alexander to sign the Letter of Interest. Steve Combs seconded, and all Board members approved.



### **CLOSED SESSION**

*Marshall Ashcraft made a motion at 3:39 p.m. to go into closed session. Steve Combs seconded, and it was unanimously approved.*

*Steve Combs made a motion at 4:35 p.m. to return to open session. Marshall Ashcraft seconded, it was approved by all Board members.*

### **CONSENT AGENDA**

#### **A. Personnel Report**

Marshall Ashcraft made a motion to approve the Consent Agenda (of the Personnel Report). Steve Combs seconded the motion, and it was unanimously approved.

### **BOARD OPERATIONS**

- Steve Combs made a motion for Ron Henries to continue serving as the Board's representative for the Watauga County Recreation Committee. Marshall Ashcraft seconded, and it was approved by all Board members.
- Dr. Alexander and Dr. Childers plan to attend the LEAD Training in September.

### **BOARD COMMENTS**

Dr. Childers shared an inquiry made by a retired teacher asking if the Board has considered a way to acknowledge teachers who were born and raised in Watauga County, attended Watauga County Schools as a student, and then taught in WCS throughout their career until retirement. The Board of Education will brainstorm how these particular retired educators could possibly be recognized moving forward.

### **ADJOURNMENT**

Steve Combs made a motion to adjourn, Marshall Ashcraft seconded, and it was unanimously approved. The meeting adjourned at 4:48 p.m.

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

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Dr. Leslie Alexander, *Superintendent*

## Declaration of Surplus Items - SEPTEMBER 2024

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

### Bethel

<u>Asset #</u>	<u>Quantity</u>	<u>Description</u>	<u>Usable</u>	<u>Unusable</u>
NONE	2	CHAIRS- STUDENT MEDAL		2
	<div><div></div></div>		<div><div></div></div>	<div><div></div></div>
	2		0	2

### Blowing Rock

<u>Asset #</u>	<u>Quantity</u>	<u>Description</u>	<u>Usable</u>	<u>Unusable</u>
28699	1	PROJECTOR- EPSON 575		1
200841	1	SMARTBOARD		1
200898	1	DOC CAMERA- ELMO		1
29065	1	LAPTOP- PROBOOK 430	1	
	<div><div></div></div>		<div><div></div></div>	<div><div></div></div>
	4		1	3

### Cove Creek

<u>Asset #</u>	<u>Quantity</u>	<u>Description</u>	<u>Usable</u>	<u>Unusable</u>
52019	1	CARPET EXTRACTOR		1
NONE	1	TABLE- COMPUTER		1
NONE	2	CHAIRS- BLUE	2	
NONE	1	STAGE RISERS	1	
NONE	2	STAGE RISERS- 3 LEVELS	2	
	<div><div></div></div>		<div><div></div></div>	<div><div></div></div>
	7		5	2

### Green Valley

<u>Asset #</u>	<u>Quantity</u>	<u>Description</u>	<u>Usable</u>	<u>Unusable</u>
39651	1	IFP		1
28993	1	PROJECTOR- EPSON		1
400611	1	SMARTBOARD		1
NONE	2	FILING CABINETS- GRAY		2
400609	1	WOODEN FILING CABINET		1
NONE	2	FILING CABINETS- BEIGE		2

NONE	1 FILING CABINET- GREEN		1
NONE	2 DESK- TEACHER	2	
NONE	1 TABLE- COMPUTER	1	
NONE	1 CHAIR- ROLLING	1	
NONE	1 LAPTOP- PROBOOK 430	1	

14

59

# Hardin Park

<u>Asset #</u>	<u>Quantity</u>	<u>Description</u>	<u>Usable</u>	<u>Unusable</u>
29155	1	LAPTOP PROBOOK- 430	1	
29462	1	LAPTOP PROBOOK- 430	1	
29230	1	LAPTOP PROBOOK- 430	1	
29188	1	LAPTOP PROBOOK- 430	1	
29216	1	LAPTOP PROBOOK- 430	1	
35442	1	CHROMEBOOK- 100e		1
34495	1	CHROMEBOOK- 300e		1
28443	1	PROJECTOR- 595W		1
500294	1	CARPET EXTRACTOR- 16ST		1
500455	1	FLOOR SCRUBBER		1
NONE	1	STANING FRAME- BLACK		1
NONE	1	GAIT DEVICE		1
NONE	3	STUDENT CHAIRS- BLUE	3	
NONE	1	BOLSTER SWING- BROWN	1	
NONE	1	PLATFORM SWING- WOODEN	1	
NONE	1	BOLSTER ROLL- MULTICOLOR SENSORY		1
NONE	1	STROLLER- GREEN		1
NONE	1	SEESAW- YELLOW	1	
NONE	1	TABLE- CHANGING WOODEN	1	
NONE	7	TABLE-WOODEN 30X72	7	
NONE	6	DESK- TEACHER	6	
NONE	5	TABLE- TRAPEZOID	5	
NONE	2	CABINET- ROLLING W/ DRAWERS	2	
NONE	3	CABINET- ROLLING TALL	3	
NONE	1	TABLE 36X72	1	
500946	1	TABLE 42" SQUARE	1	
500952	1	TABLE 42" SQUARE	1	
NONE	1	TABLE 42" ROUND	1	
NONE	15	CHAIRS- 16" STUDENT	15	
NONE	12	CHAIRS- 18" STUDENT	12	
NONE	6	CHAIRS- STUDENT		6

NONE	16 DESKS- STUDENT	16	
NONE	4 FILE CABINET 4 DRAWER	4	
NONE	8 FILE CABINET 5 DRAWER	8	
NONE	1 FILE CABINET 2 DRAWER	1	
NONE	1 COUCH	1	
NONE	3 CHAIRS- ROLLING DESK		3
NONE	1 CHAIR- BAR	1	
NONE	1 BOOKSHELF- 2 SIDED 42"X111"	1	
NONE	1 BOOKSHELF- 73"X73"	1	
NONE	1 BOOKSHELF- 73"X142"	1	
		100	18
		118	

## Mabel

<u>Asset #</u>	<u>Quantity</u>	<u>Description</u>	<u>Usable</u>	<u>Unusable</u>
NONE	1	CHAIR- ROLLING DESK		1
34027	1	CHROMEBOOK- 100e		1
NONE	1	TABLE- ROUND WOODEN		1
NONE	17	CHAIRS- WOODEN		17
600389	1	AIR CONDITIONER- WINDOW		1
601088	1	DOCKING STATION- HP		1
NONE	1	MONITOR- DELL		1
NONE	1	SPEAKERS- VOTNTUT		1
601384	1	AIR CONDITIONER- WINDOW		1
600663	1	MAT- TUMBLING		1
600662	1	MAT- TUMBLING		1
600654	1	MAT- TUMBLING		1
600664	1	MAT- TUMBLING		1
		0	29	
		29		

## Parkway

<u>Asset #</u>	<u>Quantity</u>	<u>Description</u>	<u>Usable</u>	<u>Unusable</u>
701237	1	PLAY KITCHEN- WOODEN	1	
NONE	1	WOODEN DESK -3 DRAWERS	1	
NONE	1	WOODEN DESK -2 DRAWERS	1	
NONE	1	FAN - STAND UP WHITE		1
NONE	2	TABLE- BROWN	2	
NONE	2	CAFETERIA TBL- BLU STOOLS	2	



700091	1 DOC CAMERA- ELMO		1
700084	1 DOC CAMERA- ELMO		1
34833	1 LAPTOP- ELITEBOOK 1030		1
29152	1 LAPTOP- PROBOOK 430	1	
29274	1 LAPTOP- PROBOOK 430	1	
33044	1 LAPTOP- PROBOOK 430	1	
29302	1 LAPTOP- PROBOOK 430	1	
33042	1 LAPTOP- PROBOOK 430	1	
700178	1 SMARTBOARD		1
700115	1 PROJECTOR - NEC		1
33047	1 DOC CAMERA- ZIGGI		1
33047	1 DOC CAMERA- IPEVO		1
700084	1 DOC CAMERA- ELMO		1
700091	1 DOC CAMERA- ELMO		1
NONE	1 CD PLAYER- MEMOREX		1
700805	1 AMPLIFIER		1

24

12

12

## Valle Crucis

<u>Asset #</u>	<u>Quantity</u>	<u>Description</u>	<u>Usable</u>	<u>Unusable</u>
301500	1	MONITOR- HP 24"		1
80275	1	MEDIA CART- LOCKABLE	1	
300714	1	TI-73 Explorer Calculator	1	
300717	1	TI-73 Explorer Calculator	1	
300718	1	TI-73 Explorer Calculator	1	
300719	1	TI-73 Explorer Calculator	1	
300721	1	TI-73 Explorer Calculator	1	
300722	1	TI-73 Explorer Calculator	1	
300723	1	TI-73 Explorer Calculator	1	
300724	1	TI-73 Explorer Calculator	1	
300727	1	TI-73 Explorer Calculator	1	
300730	1	TI-73 Explorer Calculator	1	
300731	1	TI-73 Explorer Calculator	1	
300732	1	TI-73 Explorer Calculator	1	
300733	1	TI-73 Explorer Calculator	1	
300734	1	TI-73 Explorer Calculator	1	
300735	1	TI-73 Explorer Calculator	1	
300736	1	TI-73 Explorer Calculator	1	
300737	1	TI-73 Explorer Calculator	1	
300738	1	TI-73 Explorer Calculator	1	

300739	1 TI-73 Explorer Calculator	1	
300740	1 TI-73 Explorer Calculator	1	
300741	1 TI-73 Explorer Calculator	1	
300742	1 TI-73 Explorer Calculator	1	
300743	1 TI-73 Explorer Calculator	1	
300744	1 TI-73 Explorer Calculator	1	
300814	1 TI-73 Explorer Calculator	1	
300815	1 TI-73 Explorer Calculator	1	
300818	1 TI-73 Explorer Calculator	1	
300819	1 TI-73 Explorer Calculator	1	
300821	1 TI-73 Explorer Calculator	1	
300822	1 TI-73 Explorer Calculator	1	
300823	1 TI-73 Explorer Calculator	1	
300824	1 TI-73 Explorer Calculator	1	
300825	1 TI-73 Explorer Calculator	1	
300826	1 TI-73 Explorer Calculator	1	
300827	1 TI-73 Explorer Calculator	1	
300828	1 TI-73 Explorer Calculator	1	
300829	1 TI-73 Explorer Calculator	1	
300884	1 TI-73 Explorer Calculator	1	
301275	1 TI-73 Explorer Calculator	1	
None	1 VIDEO SPLITTER SWITCH- RADIO SHACK		1
None	1 VIDEO SPLITTER SWITCH- XGA		1
None	1 VIDEO SPLITTER SWITCH- MONOPRICE		1
None	1 SPEAKERS- COMPUTER EXTERNAL		1
300394	1 DVD PLAYER- SAMSUNG		1
None	1 VCR PLAYER- JVC		1
300348	1 DVD/VHS COMBO- INSIGNIA		1
None	22 TI-108 CALCULATORS	22	
None	8 TI-MATHMATE CALCULATORS	8	
None	1 TI-10 CALCULATOR	1	
None	52 TI- EXPLORER CALCULATORS	52	
None	1 CASIO CALCULATOR- 300MS	1	
None	23 TI-34II CALCULATORS	23	
None	1 MONITOR- HP 17" LCD	1	
28843	1 DESKTOP COMPUTER- OPTIPLEX 780		1
None	1 KEYBOARD- DELL		1
28700	1 PROJECTOR- BRIGHT LINK PRO		1

# Watauga High School

<u>Asset #</u>	<u>Quantity</u>	<u>Description</u>	<u>Usable</u>	<u>Unusable</u>
34625	1	CHROMEBOOK		1
NONE	1	VHF DUAL RECEIVER		1
905165	1	VHS/DVD PLAYER		1
904314	1	DVD/VCR PLANER- JVC		1
37070	1	CHROMEBOOK- HP 11		1
904526	1	DVD/VCR PLANYER- SAMSUNG		1
52266	1	CHROMEBOOK- 300e		1
904908	1	DIGITAL BALANCE SCALE		1
MISSING	1	DIGITAL BALANCE SCALE		1
MISSING	1	DIGITAL BALANCE SCALE		1
905110	1	DIGITAL BALANCE SCALE- ACCULAB		1
905112	1	DIGITAL BALANCE SCALE- ACCULAB		1
904140	1	DIGITAL BALANCE SCALE- ACCULAB		1
MISSING	1	DIGITAL BALANCE SCALE		1
905112	1	DIGITAL BALANCE SCALE		1
905110	1	DIGITAL BALANCE SCALE		1
52176	1	CHROMEBOOK- 300e	1	
34496	1	CHROMEBOOK- 300e		1
905614	1	HP CPU	1	
905597	1	HP CPU	1	
905618	1	HP CPU	1	
905609	1	HP CPU	1	
905616	1	HP CPU	1	
905615	1	HP CPU	1	
905617	1	HP CPU	1	
905585	1	HP CPU	1	
905621	1	HP CPU	1	
905612	1	HP CPU	1	
905620	1	HP CPU	1	
905584	1	HP CPU	1	
905583	1	HP CPU	1	
905582	1	HP CPU	1	
905596	1	HP CPU	1	
905581	1	HP CPU	1	
905598	1	HP CPU	1	
905607	1	HP CPU	1	
905595	1	HP CPU	1	
905619	1	HP CPU	1	
905613	1	HP CPU	1	
905608	1	HP CPU	1	

905610	1 HP CPU
905611	1 HP CPU
29438	1 HP Probook

1  
1  
1

43
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26	17
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## Central Office

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

<u>Asset #</u>	<u>Quantity</u>	<u>Description</u>
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39588	1 BATTERY BACK UP
39570	1 BATTERY BACK UP
904553	1 BATTERY BACK UP
33040	1 LAPTOP- PROBOOK 430
29067	1 LAPTOP- PROBOOK 430
29066	1 LAPTOP- PROBOOK 430
NONE	1 LAPTOP- PROBOOK 430
NONE	1 LAPTOP- PROBOOK 430
80346	1 LAPTOP- LATITUDE E5430
29439	1 LAPTOP- PROBOOK 430
NONE	1 LAPTOP- PROBOOK 430

<u>Usable</u>	<u>Unusable</u>
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7	4
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**WATAUGA COUNTY  
BOARD OF EDUCATION**

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

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

FROM: Janet Tanner, Transportation Director

RE: Approval to Purchase Repeaters

I am requesting that the Watauga County Board of Education approve the purchase and installation of six (6) repeaters. A repeater would be installed at Parkway Elementary, Mabel Elementary, Bethel Elementary, Valle Crusis Elementary, Green Hill Fire Tower in Blowing Rock and the Watauga County Transportation Building.

MCA did a study to see what would increase our radio coverage and the findings were that additional repeaters are needed. Currently we only have one (1) which is located on Rich Mountain. The purchase and installation on the six (6) sites above would significantly increase our ability to communicate with the yellow buses while they are transporting students to and from school.

The purchase and installation would be paid for by State funding and would not be an additional cost to the county. Mobile Communications is on the state contract therefore, a bid is not required. The quote and lease amount for this purchase is attached

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



Mobile  
Communications  
America

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

## QUOTATION

Page 1

341001278

**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:** A Watson

**Contact #:**

**Contact:**

**Contact #:**

Date: 08/26/2024		Customer #: 108194		Terms: NET 30 DAYS		
Qty	Item	Description	U/M	Unit Price	Extended	
6	AAR10QCGANQ1BN	SLR 5700 403-470M 1-50W	EA	4,384.62	26,307.72	
6	RG14PNMNM-3	3' RG142P JUMPER NM NF	EA	47.85	287.10	
6	343019	3' RG142P JUMPER NM - BNCM	EA	53.50	321.00	
6	85411	450-470 DUPLEXER	EA	3,725.97	22,355.82	
2	360091	84" x 19" OPEN ALUMINUM FLR RACK FLAT BLK	EA	521.04	1,042.08	
300	SCFI2-50J	1/2" 50 OHM SUPERFLEX COAX CABLE BY THE FOOT MPN: 15225330	FT	3.17	951.00	
12	377216	"CONNECTOR N MALE 1/2"" CELLFLEX" NM-SC12-D01 15560751	EA	35.07	420.84	
6	58966	FLANGE MOUNT N/M-N/F MFG PART: IS-50NX-C2-MA	EA	120.99	725.94	
600	70393	"1/2"" Foam CELLFLEX Cable" Transmission Line-	FT	3.24	1,944.00	
6	387113	N FEM OMNI FIT 1/2" LCF12 NF-LCF12-D01	EA	28.84	173.04	
6	510095	N MALE OMNI FIT 1/2"	EA	18.40	110.40	
6	241088-1	STANDARD GROUND KIT 1/2"	EA	41.05	246.30	
6	412042	GROUND BUSS BAR	EA	62.50	375.00	
220	WSGW-6-19STG	Ground Wire, #6 AWG 19-Strand	FT	2.60	572.00	
48	265023	1 STUD, SHORT BARREL GROUND LUG FOR # 6 WIRE	EA	2.04	97.92	
6	FG4505W	LAIRD TECHNOLOGIES 450-470 5dB FIBERGLASS OMNI ANTENNA	EA	271.51	1,629.06	
6	FM2	Fiberglass Ant Mtg. Kit	EA	35.33	211.98	
2	543088	"1-1/2"" ODX120"" LONG PLAIN END" "PIPE. ROHN 1-1/4"" OD x 120"" pre-galva nized 16 gauge mast. Swaged with locking	EA	44.93	89.86	
6	DB365-OS	MOUNTING CLAMP KIT, 3-1/2", 2 EACH	EA	95.60	573.60	



Mobile  
Communications  
America

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

## QUOTATION

Page 2

341001278

**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:** A Watson

**Contact #:**

**Contact:**

**Contact #:**

Date: 08/26/2024		Customer #: 108194		Terms: NET 30 DAYS		
Qty	Item	Description	U/M	Unit Price	Extended	
2	342948	LIGHT DUTY NON-PENETRATING ROOF MOUNT COMMSCOPE	EA	518.07	1,036.14	
4	230900	SABRE SITE SOLUTIONS - SSM RUBBER MAT 1/2"x18"x48"	EA	39.59	158.36	
32	*MISC-NONSTOCK	CAP BLOCK BALLAST - LOWES	EA	3.47	111.04	
30	580592	9.6" DURA-BLOK ROOFTOP SUPPORT	EA	87.24	2,617.20	
30	*MISC-NONSTOCK	UNISTRUT STRAP 1 INCH - LOWES	EA	4.59	137.70	
4	88229	1 1/4 X 5" 16 GA MAST	EA	32.65	130.60	
4	104367	18" CLEARANCE WALL MOUNT	EA	76.48	305.92	
1	67290	ANDREW/DECIBEL ANTENNA SIDE MOUNT KIT W/5" CLAMPS	EA	651.67	651.67	
4	484188	Snap-Stak Hanger 1/2" 10pk	EA	28.94	115.76	
4	389749	3 way stand off adapter 10 pack	EA	150.13	600.52	
1	27009	30 FT TELESCOPING MAST	EA	176.13	176.13	
6	WK-101	WEATHERPROOFING KIT	EA	76.64	459.84	
16	EN-ENG		EA	190.00	3,040.00	
1	FT-LO	FIELD TECH LABOR ONLY	EA	26,910.00	26,910.00	
22	PM-HR	PROJECT MANAGEMENT HOURLY RATE	HOURLY	175.00	3,850.00	
1	*MISC-EXPENSE-BLDG	TOWER CREW	EA	10,800.00	10,800.00	
6	FCC-LICENSE	FCC Filing Fees	EA	550.00	3,300.00	



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MOBILE COMMUNICATIONS AMERICA, INC.  
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**QUOTATION**  
**341001278**

Page 3

**Bill To:**  
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**Contact:** A Watson  
**Contact #:**

**Contact:**  
**Contact #:**

Date: 08/26/2024		Customer #: 108194		Terms: NET 30 DAYS	
Qty	Item	Description	U/M	Unit Price	Extended

**Accepted By:** \_\_\_\_\_ **Date:** \_\_\_\_\_

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

Customer Rep: Stori McIntyre

Phone #:

Email: StoriMcIntyre@callmc.com

Subtotal : \$112,835.54  
Tax : \$7,411.20  
Total Quote : \$120,246.74

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

**All orders are subject to partial shipment and partial invoice**

Tax calculations provided are estimates and are subject to change.

Quote Valid for 30 Days.





**Quote For:** *Watauga County Schools NC lease with Service Level Agreement*

Date: 08/28/2024

*The information below describes the contract's approximate monthly payment and security deposit based upon the contract type and term in months. Any change in the amount financed will change this information. These amounts do not include applicable taxes. Pricing is based off net 30 terms and monthly invoicing.*

<u>Contract Type</u>	<u>Term</u>	<u>Payment</u>	<u>Security Deposit</u>
\$1 Buyout	60	\$2,631.43	\$0.00

**Quote Assumptions:**

Subject to Credit Approval  
Quote Good Until: 09/27/24

**Contract Type Detail:**

***\$1 Buyout***

*Customer owns the equipment after all payments are made.*

***Service Level Agreement***

*Infrastructure Support includes Monday through Friday 8am to 5pm onsite response, troubleshooting, removal of repeaters for repair, depot repair handling, reinstallation after repair and testing, annual firmware update, and annual preventative maintenance for the 6 SLR 5700 repeaters.*

***Equipment List***

*6 SLR5700 Repeater with antenna systems. Includes programming and installation*

Thank you for your interest. Please call if you have any questions regarding this proposal.



## MOBILE COMMUNICATIONS AMERICA, INC. TERMS AND CONDITIONS

The following Terms and Conditions ("T&Cs"), together with the terms of the relevant Quote, and any other documents incorporated herein by reference, constitute the sole and entire agreement ("Agreement") between Mobile Communications America, Inc. a Delaware corporation ("MCA") and the Buyer whose name appears on the signature page of the Quote ("Buyer"; MCA and Buyer are referred to collectively as the "Parties" and each, individually, a "Party") with respect to the equipment and/or parts ("Goods") and/or services ("Services"; collectively, the "Work") to be provided by MCA to Buyer in the Quote, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. The quantity, quality and description of the Goods shall be as specified in an applicable Quote and/or any applicable specification agreed to in writing by the Parties. With respect to Services, any Quote is 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.

By accepting a Quote, Goods or Services from MCA, Buyer's consent to this Agreement will be conclusively established regardless of the manner of acceptance. Buyer acknowledges and agrees to this Agreement and no other terms and conditions issued on Buyer's PO or other work/order form are incorporated or will apply unless agreed upon by both Parties in writing and signed by the Parties. This Agreement will prevail over any of Buyer's general terms and conditions of purchase regardless of whether or when Buyer has submitted its purchase order or such terms. Fulfillment of Buyer's order does not constitute acceptance of any of Buyer's terms and does not serve to modify or amend this Agreement. In the event of any conflict between these T&Cs and the Quote, these T&Cs shall govern, unless the Quote expressly states that the terms and conditions of the Quote shall control.

1. **INDEPENDENT CONTRACTORS.** Neither the transactions contemplated by the Agreement or any other document 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.
2. **SHORTAGES AND DEFECTS OF GOODS:** Buyer will be deemed to have accepted the Goods unless MCA is notified in writing of the rejection of any unit of the Goods within three (3) days of receipt. 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 Goods against which any claim is made. Buyer shall not return any Goods to MCA without prior authorization. After MCA has reviewed the rejection notice and authorized the return, Buyer will return the rejected Goods 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.
3. **PRICING AND PAYMENT:** Pricing for the Services or the Goods, or the manner or method by which such prices shall be set or finally determined, shall be set forth in the Quote. All quotations reflect U.S. Dollars. Buyer acknowledges that prices may fluctuate due to manufacturer costs, supply chain variances or Force Majeure Events (hereinafter defined). As such, MCA reserves the right to adjust prices accordingly and/or cancel Quotes at any time. MCA will make reasonable effort to provide Buyer timely notice of such changes. The right to refuse to accept any Quotes for any reason is reserved by MCA even if a previous quotation has been made. All payments must be made in U.S. Dollars. Payment shall be due and payable no later than thirty (30) days from the date of invoice. 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 Goods, until such time as MCA receives cleared available funds. Each Quote, assuming due fulfillment thereof, shall be considered a separate and independent transaction and payment therefor shall be made accordingly. Payment shall not be withheld on account of any claim by Buyer against MCA. Buyer shall not and acknowledges that it will have no right, under this Agreement or any other agreement, document, or law to withhold, offset or debit any amounts owed or due to MCA or any of its Affiliates against any other amount owed or due to MCA or any of its Affiliates under any other document or agreement. If Buyer disputes any portion of a MCA invoice, Buyer shall pay the undisputed portion when due and MCA and Buyer shall work in good faith to resolve the dispute as to the balance within thirty (30) days from notice of the disputed portion, at which point Buyer agrees to pay that portion whether an agreement has been reached or otherwise. Any invoiced amount which is not paid in accordance with this Agreement shall be considered overdue. Nonpayment or delay in payment by Buyer shall be considered a breach of the Agreement. If services, installation and/or shipments (as applicable to a particular Quote) 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). Goods held for the Buyer shall be at the risk and expense of the Buyer. Goods shipped as exchanges will be invoiced for full value until the exchange is complete and Goods 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 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 Quote then outstanding and shall receive reimbursement for any expenses incurred by it in connection with such cancellation and any applicable cancellation charges.
4. **STANDARD TERMS WITHOUT CREDIT:** If Buyer has not established preliminary credit with MCA, prepayment of the full amount of any invoice is required, unless such requirement is waived by MCA in its sole and absolute discretion.
5. **STANDARD TERMS WITH CREDIT:**
  - a. Up to \$50,000.00 – within Net thirty (30) days after date of invoice submitted by MCA.
  - b. Over \$50,000.00 may require the below milestone payments:
    - 40% down once a Quote 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.
6. **NON-STANDARD CREDIT TERMS:** Negotiable prior to Quote acceptance.

7. **NON-STANDARD PAYMENT TERMS:** Non-standard payment terms which include cash payments and credit card payments by customers with credit terms with MCA, may be subject to convenience fees, in MCA's sole and absolute discretion.
8. **LATE FEES:** MCA shall be entitled, without prejudice to any of its other rights or remedies, after a seven (7) day grace period, to charge Buyer interest at the rate of 1.5% on any past due amount.
9. **TAXES:** The prices stated in any quote or Quote 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 Goods 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.
10. **SECURITY INTEREST.** Buyer grants to MCA a purchase money security interest in the Goods, including any software provided hereunder, and to the proceeds thereof until the full price and all other liabilities due to MCA are satisfied. 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. 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. MCA shall have the right to enter Buyer's premises and repossess and remove any Goods if full payment has not been timely received by MCA.
11. **DELIVERY:** Unless otherwise specifically stated in an agreement signed by the Parties, delivery of all Goods shall be FOB MCA's shipping facility or at MCA's option, FOB point of manufacture. The Goods shall be delivered to the delivery address stated in the Quote. Shipping or delivery dates are best estimates only. In either case during the Buyer's usual business hours. MCA will arrange for ground shipment through a carrier of its choice unless a specific carrier has been mutually agreed upon in writing by both Buyer and MCA. All shipping charges will be prepaid by MCA and subsequently added to the Buyer's 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 Goods 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. If MCA is unable to make deliveries as specified by Buyer, MCA shall notify Buyer immediately. Upon MCA's notification to the Buyer of delivery, or upon storing the Goods at the Buyer's request, the Buyer is deemed to have accepted the Goods, and thus, the ownership and all associated liabilities for the Goods. Upon delivery, any and all risks related to the possession, use, or maintenance of the Goods shall be borne solely by the Buyer. Insurance is the sole responsibility of the Buyer. MCA is not responsible for procuring insurance for the Goods, and the cost of any insurance coverage will not be included in the Product price unless explicitly requested by the Buyer at the time of Quote acceptance. Should the Buyer request MCA to insure the Goods, the associated costs will be added to Buyer's invoice. MCA reserves the right to make deliveries in installments and the contract shall be severable as to such installments. Delivery delay or default of any installment shall not relieve Buyer of its obligation to accept and pay for remaining deliveries.
12. **INSPECTION:** MCA shall take any steps necessary to comply with any reasonable request by the Buyer to inspect or test the Goods prior to installation. If as a result of inspection or testing the Buyer is not satisfied that such Goods will perform as anticipated per the written guidelines of the applicable manufacturer of any particular Goods (each, a "Manufacturer"), and if the Buyer so informs MCA within three (3) days of inspection or testing, MCA shall take commercially reasonable steps as are necessary to ensure compliance. Failure to so inform MCA within such three (3)-day period shall constitute Buyer's irrevocable waiver of its rights under this Section.
13. **CANCELLATION.** In the event of a cancellation by Buyer for any reason, Buyer will be responsible for payment to MCA for all Goods received, all non-cancelable goods on order with third-party suppliers, as well as Services provided up to the date of cancellation as follows:
  - a. **Goods:** Buyer will pay the full price for all Goods that have been delivered and received, or which are in transit, whether to the project site or as Offsite Stored Materials, through the date that notice of cancellation is received by MCA. These Goods will be invoiced at the previously agreed-upon rates and payment will be made within 30 days of the date of invoice.
  - b. **Goods on Order and Non-Cancelable:** Buyer will pay the full agreed upon price for all Goods that have been ordered specifically for the project and which cannot be canceled or returned for full reimbursement. This includes any custom-made items or materials that were procured for the project. These Goods will be invoiced at the previously agreed-upon rates and payment shall be made within 30 days of the date of invoice.
  - c. **Services Provided:** Buyer will pay for all Services rendered by MCA up to the date notice of project cancellation is received by MCA. The Services will be invoiced at the previously agreed-upon rates and payment will be made within thirty (30) days from the date of the invoice. Services provided include but are not limited to consultation, design, installation labor, project management, subcontracted services and any other services outlined in the Agreement.
  - d. **Returnable or Cancelable Goods:** May be returned at Buyer's expense and may be subject to restocking charges. Programmed Goods may be returned at MCA's discretion and will be subject to a reprogramming fee.
14. **WARRANTY:**
  - a. **MANUFACTURER'S WARRANTIES.** Manufacturers of the Goods 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 GOODS, 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 Goods 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 Goods; or (iii) Buyer alters or repairs such Goods 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.**
15. **AFFILIATES.** MCA reserves the right, without prior notice to Buyer, to provide any Goods through, or cause any of its obligations under this Agreement 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 the Agreement with the Affiliate taking the place of MCA for all purposes herein. Buyer is to make payment directly to the Affiliate for such Quotes. For the purposes of this Agreement, "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 to be 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.
16. **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 for a period equal to the time lost.
17. **GOVERNMENT CONTRACTS:** In the event that the Buyer's customer is the United States Government, the Services and, if applicable, Goods are purchased as Commercial Services or Commercial Goods, 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 Quotes—Commercial Goods 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 a Quote by MCA.
18. **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.
19. **NON-SOLICITATION.** MCA expends considerable resources including money, time, training, etc. to properly train and educate its employees. MCA experiences considerable financial and other harm when its employees are recruited and hired by customers. Therefore, Buyer agrees to not recruit or solicit any MCA employee until and after such employee has terminated his employment with MCA for a period of at least one (1) year. In consideration of MCA performing its services under this Agreement, Buyer acknowledges MCA's damages in such event and agrees to pay as liquidated damages for breach of this Section a one-time payment equal to five hundred (500) times the then standard technician hourly billable rate, which is currently \$200/hour.
20. **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 Goods ("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 Goods which incorporate 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 Goods 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 Goods. Since unauthorized use of such Manufacturer's Software and Goods 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 Goods incorporated into or included in any Goods and/Services.
21. **MUTUAL WAIVER OF SUBROGATION.** Customer and MCA waive all rights against each other for damages caused by any loss, to the extent those losses are covered and paid by insurance, and except such rights as they have to proceeds of such insurance. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property. Except for damages covered and paid by insurance (for which the Parties have waived rights of subrogation, as outlined elsewhere in this agreement), the Parties agree that MCA's aggregate liability for all claims, suits, actions and proceedings, howsoever arising, directly or indirectly, under or relating to this agreement or its subject matter, including (but not limited to) those based on breach or rescission of contract or tort, shall not exceed, in the aggregate: (i) the fees paid by the Customer to MCA under this Agreement.
22. **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 THIS AGREEMENT 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. NO ACTION SHALL BE BROUGHT FOR ANY BREACH OF THIS CONTRACT MORE THAN ONE (1) YEAR AFTER THE ACCRUAL OF SUCH CAUSE OF ACTION EXCEPT FOR MONEY DUE UPON AN OPEN ACCOUNT. Both Parties agree that this waiver of consequential damages is a material inducement to enter into this Agreement.
  - b. **MAXIMUM LIABILITY.** IN NO EVENT SHALL MCA'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE PURCHASE

PRICE OF THE PARTICULAR GOODS 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 this Agreement. MCA does not represent or warrant, and MCA hereby expressly disclaims any responsibility for, that Goods will avert or prevent occurrences, or the consequences therefrom, which are monitored, detected, or controlled with the use of the Goods sold herein.
  - e. **NO REPRESENTATIONS.** MCA's representatives are only authorized to fill in the blanks on any agreement, sales Quote or quote form governed by this Agreement. 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 the Agreement.
23. **INDEMNITY.** MCA agrees to indemnify and hold harmless the Customer, including its officers, directors, and employees, from and against all losses, damages, expenses, and claims, up to the amount of the Quote, but only to the extent caused solely by the grossly negligent acts or omissions of MCA in the performance of Services. 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, 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 for death, personal injury, or property damage arising out of any negligent act or omission of Buyer, except to the extent such claims are contributed to by (i) the negligence or willful misconduct of MCA. Any Party seeking indemnity hereunder agrees to (i) notify the other Party in writing of any claims as soon as reasonably practicable; (ii) allow the other Party to control the defense of any such claim and related settlement negotiations; and (iii) reasonably cooperate with the other Party in any defense actions.
24. **GOVERNING LAW AND VENUE.** This Agreement is governed by and construed in accordance with the laws of where the Project is located. In addition, the Parties hereto consent to the jurisdiction of any South Carolina state or federal court over any claims arising under or relating to this Agreement, or the relationship between them.
25. **DISPUTES AND ATTORNEYS' FEES.** The Parties shall attempt in good faith to resolve any disputes, controversy, or claim arising out of this Agreement by negotiation between the representatives of each Party who have the authority to settle the dispute. As a precondition to commencing litigation of any dispute which cannot be so resolved (other than the collection of money due on unpaid invoices), the Parties agree to participate in mediation with a mediator to be chosen by mutual agreement. If mediation is unsuccessful, any litigation shall take place in Spartanburg County South Carolina, United States of America, which shall be the exclusive forum for resolving the dispute, controversy, or claim. Each Party irrevocably and unconditionally waives any right to a trial by jury in respect to any legal action arising from this Agreement or any other agreement between the Parties. Should any dispute arise between the Parties regarding the interpretation, application, effect or enforcement of this Agreement, the prevailing party in any legal or arbitration proceedings commenced to resolve the dispute shall be entitled to costs and reasonable attorney's fees incurred in said legal proceeding.
26. **ASSIGNMENT.** This Agreement shall be binding upon and inure to the benefit of each Party and its respective heirs, successors, and assigns. 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 this Agreement 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.
27. **NOTICES.** All notices or communications (other than normal business communications) required by this Agreement, or desired to be given hereunder, shall be in writing addressed indicated in the applicable signature block hereto, and given by electronic or USPS mail, with delivery confirmation, or an overnight mail service that confirms delivery and shall be deemed to be given when received.
28. **NON-WAIVER:** The failure of MCA to insist, in any one or more instances, upon the performance of any such term, covenant or conditions of this Agreement 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.
29. **SEVERABILITY:** If any provision or part-provision of this Agreement 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 this Agreement.
30. **ENTIRE AGREEMENT.** This Agreement, together with the Quotes and any Exhibits attached thereto, from time to time, sets forth the entire agreement and understanding between the Parties and supersedes all prior negotiations, agreements and understandings with respect thereto. No representations, statements, or inducements, oral or written, not contained herein shall bind either Party. This Agreement may only be amended by a written document duly executed between the Parties. No waiver, alteration or modification of the Agreement shall be binding on MCA unless in writing and signed by an authorized signor of MCA.





## WATAUGA COUNTY BOARD OF EDUCATION

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

### MEMORANDUM

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

FROM: Ly Marze, Finance Officer

DATE: September 17, 2024

RE: 2024-25 Budget Resolution

Attached is the Budget Resolution for Watauga County Schools for fiscal year 2024-25.

A summary budget for all funds is as follows:

Local Current Expense Fund	\$ 16,265,022
State Public School Fund	36,567,254
Federal Grants Fund	2,513,744
School Nutrition Fund	2,581,900
Extended Learning Centers Fund	725,550
Capital Outlay Fund	4,735,000
Special Revenue Fund	576,000
Total	\$ 63,964,470

# **WATAUGA COUNTY PUBLIC SCHOOL SYSTEM**

## **BUDGET RESOLUTION**

BE IT RESOLVED by the Board of Education of the Watauga County School Administrative Unit:

Section 1 – The following amounts are hereby appropriated for the operation of the school administrative unit in the Local Current Expense Fund for the fiscal year beginning July 1, 2024, and ending June 30, 2025:

5000 Instructional Services	\$ 7,724,889
6000 Support Services	8,001,231
8000 Non-Programmed Charges	538,902

<b>TOTAL LOCAL CURRENT EXPENSE FUND APPROPRIATION</b>	<b>\$ 16,265,022</b>
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Section 2 – The following revenues are estimated to be available to the Local Current Expense Fund for the fiscal year beginning July 1, 2024, and ending June 30, 2025:

<b>TOTAL LOCAL CURRENT EXPENSE FUND REVENUE</b>	<b>\$ 16,265,022</b>
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Section 3 – The following amounts are hereby appropriated for the operation of the school administrative unit in the State Public School Fund for the fiscal year beginning July 1, 2024, and ending June 30, 2025:

5000 Instructional Services	\$ 34,330,796
6000 Support Services	2,236,458

<b>TOTAL STATE PUBLIC SCHOOL FUND APPROPRIATION</b>	<b>\$ 36,567,254</b>
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Section 4 – The following revenues are estimated to be available to the State Public School Fund for the fiscal year beginning July 1, 2024, and ending June 30, 2025:

<b>TOTAL STATE PUBLIC SCHOOL FUND REVENUE</b>	<b>\$ 36,567,254</b>
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Section 5 – The following amounts are hereby appropriated for the operation of the school administrative unit in the Federal Grants Fund for the fiscal year beginning July 1, 2024, and ending June 30, 2025:

5000 Instructional Services	\$ 1,926,479
6000 Support Services	98,176
8000 Non-Programmed Charges	489,089

<b>TOTAL FEDERAL GRANTS FUND APPROPRIATION</b>	<b>\$ 2,513,744</b>
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Section 6 – The following revenues are estimated to be available to the Federal Grants Fund for the fiscal year beginning July 1, 2024, and ending June 30, 2025:

<b>TOTAL FEDERAL GRANTS FUND REVENUE</b>	<b>\$ 2,513,744</b>
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Section 7 – The following amounts are hereby appropriated for the operation of the school administrative unit in the School Nutrition Fund for the fiscal year beginning July 1, 2024, and ending June 30, 2025:

7200 Nutrition Services	\$ 2,581,900
<b>TOTAL SCHOOL NUTRITION FUND APPROPRIATION</b>	<b>\$ 2,581,900</b>

Section 8 – The following revenues are estimated to be available to the School Nutrition Fund for the fiscal year beginning July 1, 2024, and ending June 30, 2025:

Local Funds, Receipts, and Transfers	\$ 893,900
Federal Funds	1,688,000
<b>TOTAL SCHOOL NUTRITION FUND REVENUE</b>	<b>\$ 2,581,900</b>

Section 9 – The following amounts are hereby appropriated for the operation of the school administrative unit in the Extended Learning Centers Fund for the fiscal year beginning July 1, 2024, and ending June 30, 2025:

7100 Extended Learning Centers	\$ 725,550
<b>TOTAL EXTENDED LEARNING CENTERS FUND APPROPRIATION</b>	<b>\$ 725,550</b>

Section 10 – The following revenues are estimated to be available to the Extended Learning Centers Fund for the fiscal year beginning July 1, 2024, and ending June 30, 2025:

<b>TOTAL EXTENDED LEARNING CENTERS FUND REVENUE</b>	<b>\$ 725,550</b>
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Section 11 – The following amounts are hereby appropriated for the operation of the school administrative unit in the Capital Outlay Fund for the fiscal year beginning July 1, 2024, and ending June 30, 2025:

Category I Projects (Acquisition of land and acquisition, construction, or renovation of buildings and other structures)	\$ 3,905,000
Category II Projects (Acquisition or replacement of furnishings and equipment)	560,000
Category III Projects (Acquisition of school buses, activity buses and other motor vehicles)	270,000
<b>TOTAL CAPITAL OUTLAY FUND APPROPRIATION</b>	<b>\$ 4,735,000</b>



Section 12 – The following revenues are estimated to be available to the Capital Outlay Fund for the fiscal year beginning July 1, 2024, and ending June 30, 2025:

Local Funds	\$ 3,430,000
State Lottery Funds	1,305,000
<b>TOTAL CAPITAL OUTLAY FUND REVENUE</b>	<b>\$ 4,735,000</b>

Section 13 – The following amounts are hereby appropriated for the operation of the school administrative unit in the Special Revenue Fund for the fiscal year beginning July 1, 2024, and ending June 30, 2025:

5000 Instructional Services	\$ 576,000
<b>TOTAL SPECIAL REVENUE FUND APPROPRIATION</b>	<b>\$ 576,000</b>

Section 14 – The following revenues are estimated to be available to the Special Revenue Fund for the fiscal year beginning July 1, 2024, and ending June 30, 2025:

Restricted Funds	\$ 576,000
<b>TOTAL SPECIAL REVENUE FUND REVENUE</b>	<b>\$ 576,000</b>

Section 15 – All appropriations shall be paid first from revenues restricted as to use and then from general unrestricted revenues.

Section 16 – The superintendent is hereby authorized to transfer appropriations within a fund under the following conditions:

- A. The superintendent may transfer amounts between purposes and between functions within a fund without limitations and without a report to the Board of Education being required.
- B. The superintendent may not transfer any amounts between funds or from any contingency appropriation within a fund without Board of Education approval.

Section 17 – Copies of the Budget Resolution shall be immediately furnished to the superintendent and school finance officer for direction in carrying out their duties.

Adopted this 17<sup>th</sup> day of September 2024.

Chair  
Watauga County Board of Education

CURRENT EXPENSE FUND 2024-25				9/17/2024	
DESCRIPTION		2023-24 ADOPTED BUDGET	2024-25 PROPOSED BUDGET	CHANGE FROM PRIOR YR	PERCENT INCREASE
<b>5100 REGULAR INSTRUCTIONAL SERVICES</b>					
1	Salary - Local Positions	2,262,423	2,333,363	70,940	3.14%
2	Salary - JROTC	130,559	110,286	(20,273)	-15.53%
3	JROTC Program Funds	10,000	10,000	-	0.00%
4	PreK Program	130,000	30,000	(100,000)	-76.92%
5	Substitute Teacher Salaries	50,000	50,000	-	0.00%
6	Substitutes for Area Level Meetings	65,000	65,000	-	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	100,000	102,000	2,000	2.00%
10	New Classroom Needs	3,000	3,000	-	0.00%
11	Piano Tuning and Repairs	4,500	4,500	-	0.00%
12	Instrument Repairs	4,000	4,000	-	0.00%
13	Itinerant Teacher Travel	8,000	8,000	-	0.00%
14	Homebound Services	5,000	5,000	-	0.00%
15	Unemployment Insurance	5,000	5,000	-	0.00%
16	Life Insurance	5,000	5,000	-	0.00%
17	Employee Assistance Program	3,500	3,500	-	0.00%
18	Disability	5,000	5,000	-	0.00%
19	Social Security	196,145	200,021	3,876	1.98%
20	Retirement Cost	612,735	600,915	(11,820)	-1.93%
21	Hospital Insurance	544,104	647,600	103,496	19.02%
		4,209,966	4,258,185	48,219	1.15%
<b>5200 SPECIAL POPULATIONS SERVICES</b>					
22	Salary - Exceptional Children	549,177	505,630	(43,547)	-7.93%
23	Social Security	42,012	38,681	(3,331)	-7.93%
24	Retirement Cost	137,404	121,553	(15,851)	-11.54%
25	Hospital Insurance	143,583	137,615	(5,968)	-4.16%
		872,176	803,479	(68,697)	-7.88%
<b>5400 SCHOOL LEADERSHIP SERVICES</b>					
26	Salary - Principals	13,500	-	(13,500)	-100.00%
27	Travel - Principals	10,800	10,800	-	0.00%
28	Salary - Assistant Principals	1,386	137,606	136,220	9828.28%
29	Salary - Office Personnel	604,931	623,379	18,448	3.05%
30	Visual Arts Education Supplies and Materials				
	Bethel	496	510	14	2.82%
	Blowing Rock	1,068	1,084	16	1.50%
	Cove Creek	812	798	(14)	-1.72%
	Green Valley	822	754	(68)	-8.27%
	Hardin Park	1,942	1,914	(28)	-1.44%
	Mabel	536	530	(6)	-1.12%
	Parkway	1,544	1,504	(40)	-2.59%
	Valle Crucis	914	906	(8)	-0.88%
31	Physical Education Supplies and Materials				
	Bethel	496	510	14	2.82%
	Blowing Rock	1,068	1,084	16	1.50%
	Cove Creek	812	798	(14)	-1.72%
	Green Valley	822	754	(68)	-8.27%
	Hardin Park	1,942	1,914	(28)	-1.44%
	Mabel	536	530	(6)	-1.12%
	Parkway	1,544	1,504	(40)	-2.59%
	Valle Crucis	914	906	(8)	-0.88%

CURRENT EXPENSE FUND 2024-25				9/17/2024	
DESCRIPTION		2023-24 ADOPTED BUDGET	2024-25 PROPOSED BUDGET	CHANGE FROM PRIOR YR	PERCENT INCREASE
32	Media Center Supplies and Materials				
	Bethel	1,142	1,170	28	2.45%
	Blowing Rock	2,286	2,318	32	1.40%
	Cove Creek	1,774	1,746	(28)	-1.58%
	Green Valley	1,794	1,658	(136)	-7.58%
	Hardin Park	4,034	3,978	(56)	-1.39%
	Mabel	1,222	1,210	(12)	-0.98%
	Parkway	3,238	3,158	(80)	-2.47%
	Valle Crucis	1,978	1,962	(16)	-0.81%
	Watauga High	6,526	6,722	196	3.00%
33	School Needs, Staff Development, and Supplies				
	Bethel	5,198	5,380	182	3.50%
	Blowing Rock	12,634	12,842	208	1.65%
	Cove Creek	9,306	9,124	(182)	-1.96%
	Green Valley	9,436	8,552	(884)	-9.37%
	Hardin Park	23,996	23,632	(364)	-1.52%
	Mabel	5,718	5,640	(78)	-1.36%
	Parkway	18,822	18,302	(520)	-2.76%
	Valle Crucis	10,632	10,528	(104)	-0.98%
	Watauga Virtual	3,170	-	(3,170)	-100.00%
	Watauga High	40,194	41,468	1,274	3.17%
34	Social Security	53,957	59,042	5,085	9.42%
35	Retirement Cost	173,769	182,941	9,172	5.28%
36	Hospital Insurance	120,912	145,710	24,798	20.51%
		1,158,623	1,334,867	176,245	15.21%
5500	CO-CURRICULAR SERVICES				
37	Salary - Athletic Director	74,702	76,944	2,242	3.00%
38	Middle School Athletics				
	Coaching Supplements	47,000	44,000	(3,000)	-6.38%
	Transportation	20,000	20,000	-	0.00%
	Catastrophic Insurance	1,800	1,800	-	0.00%
	Supplies	14,000	14,000	-	0.00%
	Contract Services	16,000	16,000	-	0.00%
39	WHS Athletics				
	Coaching Supplements	115,000	155,000	40,000	34.78%
	Transportation	35,000	50,000	15,000	42.86%
	Catastrophic Insurance/NCSHAA Dues	13,000	13,000	-	0.00%
	Athletic Complex	20,000	20,000	-	0.00%
	Athletic Drug Testing	3,000	3,000	-	0.00%
40	Cultural Arts Program	15,800	15,800	-	0.00%
41	Social Security	12,393	21,110	8,717	70.34%
42	Retirement Cost	40,532	66,337	25,805	63.66%
43	Hospital Insurance	7,557	8,095	538	7.12%
		435,784	525,086	89,301	20.49%
5800	SCHOOL-BASED SUPPORT SERVICES				
44	Salary - School Nurses	-	91,530	91,530	100.00%
45	Salary - School Counselors	93,924	71,950	(21,974)	-23.40%
46	Salary - Student Services /Data Managers	214,858	221,304	6,446	3.00%
47	Salary - Mental Health Specialist	50,336	53,280	2,944	5.85%
48	Student Assistance and Risk Assessment Program	4,000	4,000	-	0.00%
49	Mountain Alliance Partnership	9,000	9,000	-	0.00%
50	Supplies and Materials for School Nurses	2,500	10,000	7,500	300.00%
51	Supplies and Materials for Social Workers	500	1,000	500	100.00%
52	Safe Schools Program	1,000	1,000	-	0.00%
53	OSHA/Employee Safety	500	1,000	500	100.00%
54	ASU Clinical Screenings	700	700	-	0.00%
55	Cognia Accreditation	2,400	2,400	-	0.00%

CURRENT EXPENSE FUND 2024-25					9/17/2024	
DESCRIPTION			2023-24 ADOPTED BUDGET	2024-25 PROPOSED BUDGET	CHANGE FROM PRIOR YR	PERCENT INCREASE
56	Staff Development for Departments and Programs					
	Administrative		6,000	6,000	-	0.00%
	Countywide		10,000	10,000	-	0.00%
	National Board Academy		3,500	3,500	-	0.00%
	K-5 Staff Development		11,000	13,250	2,250	20.45%
	6-8 Staff Development		11,000	11,000	-	0.00%
	9-12 Staff Development		2,000	6,000	4,000	200.00%
	School Improvement Staff Development		3,000	3,500	500	16.67%
	ITF/Media Staff Development		3,000	3,000	-	0.00%
	AIG		2,000	4,725	2,725	136.25%
	Science and Chemical Safety		500	500	-	0.00%
57	Staff Development/Travel for Departments and Directors					
	Superintendent		5,000	5,000	-	0.00%
	Chief Academic Officer		1,500	1,500	-	0.00%
	K-5 Curriculum		1,500	1,500	-	0.00%
	6-8 Curriculum		1,500	1,500	-	0.00%
	Testing		1,500	1,500	-	0.00%
	Student Services		5,100	5,500	400	7.84%
	Exceptional Children		2,000	2,000	-	0.00%
	Human Resources		3,450	3,750	300	8.70%
	Finance		4,000	6,000	2,000	50.00%
	Technology		9,000	10,000	1,000	11.11%
	Maintenance		7,500	7,500	-	0.00%
	Transportation		4,800	7,000	2,200	45.83%
	School Nutrition		2,000	2,000	-	0.00%
	Public Relations		1,200	1,200	-	0.00%
	School Nurses		3,000	5,000	2,000	66.67%
	School Improvement		1,500	1,500	-	0.00%
	Blended Learning Coordinator		-	1,200	1,200	100.00%
58	Social Security		23,622	29,436	5,814	24.61%
59	Retirement Cost		77,257	92,502	15,245	19.73%
60	Hospital Insurance		60,456	89,045	28,589	47.29%
			647,603	803,272	155,668	24.04%
6110	CURRICULAR SUPPORT SERVICES					
61	Salary - District Personnel		385,022	308,565	(76,457)	-19.86%
62	Social Security		29,454	23,605	(5,849)	-19.86%
63	Retirement Cost		96,333	74,179	(22,153)	-23.00%
64	Hospital Insurance		30,228	24,285	(5,943)	-19.66%
			541,037	430,634	(110,402)	-20.41%
6400	TECHNOLOGY SUPPORT SERVICES					
65	Salary - Technology and Instructional Support		268,119	294,889	26,770	9.98%
66	Technology Supplies and Repair		160,000	220,000	60,000	37.50%
67	Communication Systems		60,000	50,000	(10,000)	-16.67%
68	Technology Repairs, Supplies and Wiring Needs		25,000	25,000	-	0.00%
69	Visitor Management Systems		10,000	10,000	-	0.00%
70	Maintenance Agreements		80,000	80,000	-	0.00%
71	Social Security		20,511	22,559	2,048	9.98%
72	Retirement Cost		67,083	70,891	3,808	5.68%
73	Hospital Insurance		37,785	40,475	2,690	7.12%
			728,499	813,814	85,316	11.71%

CURRENT EXPENSE FUND 2024-25				9/17/2024
DESCRIPTION		2023-24 ADOPTED BUDGET	2024-25 PROPOSED BUDGET	CHANGE FROM PRIOR YR  PERCENT INCREASE
<b>6500</b>	<b>OPERATIONAL SUPPORT SERVICES</b>			
74	Salary - Maintenance	666,539	717,180	50,641 7.60%
75	Salary - Transportation	76,336	68,392	(7,944) -10.41%
76	Electricity	625,000	840,000	215,000 34.40%
77	Heating Fuel	400,000	406,000	6,000 1.50%
78	Water/Sewer	50,000	74,000	24,000 48.00%
79	Solid Waste Services	20,000	20,000	- 0.00%
80	Building Telephones and Cell Service	125,000	120,000	(5,000) -4.00%
81	Postage	6,000	2,000	(4,000) -66.67%
82	Maintenance Supplies	210,000	225,000	15,000 7.14%
83	Maintenance Fees	175,000	180,000	5,000 2.86%
84	Custodial Supplies	110,000	115,000	5,000 4.55%
85	AHERA Inspection and Abatement of Asbestos	25,000	25,000	- 0.00%
86	Elevator Maintenance	7,500	10,000	2,500 33.33%
87	Water System Maintenance	32,500	35,000	2,500 7.69%
88	Painting	70,000	30,000	(40,000) -57.14%
89	Transportation - Service and License Agreements	14,600	15,000	400 2.74%
90	Hazardous Waste Disposal	1,600	1,600	- 0.00%
91	Garage/Transportation Supplies	8,000	15,000	7,000 87.50%
92	Vehicle Repair Parts	31,000	40,000	9,000 29.03%
93	Gas	50,000	30,000	(20,000) -40.00%
94	Oil	3,000	3,500	500 16.67%
95	Tires	5,000	5,000	- 0.00%
96	License/Title Fees	3,000	-	(3,000) -100.00%
97	Drug Testing	4,500	2,000	(2,500) -55.56%
98	Bus Lift Maintenance	500	-	(500) -100.00%
99	Social Security	56,830	60,096	3,266 5.75%
100	Retirement Cost	185,867	188,851	2,984 1.61%
101	Hospital Insurance	120,912	129,520	8,608 7.12%
		3,083,685	3,358,140	274,455 8.90%
<b>6600</b>	<b>FINANCIAL AND HUMAN RESOURCE SERVICES</b>			
102	Salary - Finance	161,622	145,249	(16,373) -10.13%
103	Salary - Personnel	87,698	97,702	10,003 11.41%
104	Supplements			
	Certified Staff	1,030,433	1,123,172	92,739 9.00%
	Classified Staff	265,787	289,708	23,921 9.00%
	School Administrators	42,195	45,993	3,798 9.00%
	Directors	47,832	52,137	4,305 9.00%
	School Nutrition	36,754	40,062	3,308 9.00%
105	Finance Office Supplies	10,000	10,000	- 0.00%
106	Recruitment	20,000	33,000	13,000 65.00%
107	Employee License Renewal Fees	3,000	3,000	- 0.00%
	Pearson Exams, School Nurse Exams, etc.	2,500	2,500	- 0.00%
108	Workers Comp Drug Screenings	1,000	1,000	- 0.00%
109	Pre-employment Screenings	1,000	1,000	- 0.00%
	Background Checks	45,000	25,000	(20,000) -44.44%
110	Awards Program	10,000	15,000	5,000 50.00%
111	Beginning Teachers Program	4,000	5,000	1,000 25.00%
112	NC New Teacher Support Program	-	11,000	11,000 100.00%
113	Liability Insurance	25,000	20,000	(5,000) -20.00%
114	Vehicle Insurance	26,000	25,000	(1,000) -3.85%
115	Property Insurance	111,000	125,000	14,000 12.61%
116	Fidelity Bonds	1,500	1,500	- 0.00%
117	Workers Compensation Insurance	155,000	155,000	- 0.00%
118	Social Security	124,705	133,724	9,020 7.23%
119	Retirement Cost	407,857	420,226	12,369 3.03%
120	Hospital Insurance	45,342	40,475	(4,867) -10.73%
		2,665,225	2,821,447	156,222 5.86%

CURRENT EXPENSE FUND 2024-25				9/17/2024	
DESCRIPTION		2023-24 ADOPTED BUDGET	2024-25 PROPOSED BUDGET	CHANGE FROM PRIOR YR	PERCENT INCREASE
<b>6700</b>	<b>ACCOUNTABILITY SERVICES</b>				
121	Supplies and Materials for Testing Department	6,000	12,000	6,000	100.00%
		6,000	12,000	6,000	100.00%
<b>6900</b>	<b>POLICY, LEADERSHIP, AND PUBLIC RELATIONS SERVICES</b>				
122	Salary - District Personnel	325,970	248,822	(77,148)	-23.67%
123	Board of Education Staff Development	20,000	20,000	-	0.00%
124	Board of Education Compensation	23,000	23,000	-	0.00%
125	Board of Education Travel	7,500	7,500	-	0.00%
126	Legal Services	60,000	75,000	15,000	25.00%
127	Audit Services	40,000	40,000	-	0.00%
128	Membership Fees	50,000	50,000	-	0.00%
129	Public Relations Supplies	3,500	3,500	-	0.00%
130	Social Security	27,270	21,368	(5,902)	-21.64%
131	Retirement Cost	81,558	59,817	(21,741)	-26.66%
132	Hospital Insurance	30,227	16,190	(14,037)	-46.44%
		669,025	565,197	(103,828)	-15.52%
<b>8100</b>	<b>PAYMENT TO OTHER GOVERNMENTAL UNITS</b>				
133	Transfer to Charter Schools	487,400	538,902	51,502	10.57%
<b>TOTAL CURRENT EXPENSE BUDGET</b>		<b>15,505,022</b>	<b>16,265,022</b>	<b>760,001</b>	<b>4.90%</b>

CURRENT EXPENSE FUND 2024-25				9/17/2024			
SOURCE OF FUNDS				2023-24 ADOPTED BUDGET	2024-25 PROPOSED BUDGET	CHANGE FROM PRIOR YR	PERCENT INCREASE
Fines and Forfeitures				225,000	225,000	-	0.00%
County Appropriation - General				14,792,622	15,241,120	448,498	3.03%
County Appropriation - 2 School Nurses				-	130,000	130,000	100.00%
County Appropriation - Supplement Increase				-	130,000	130,000	100.00%
County Appropriation - Charter Schools*				487,400	538,902	51,502	10.57%
CURRENT EXPENSE REVENUE TOTAL				15,505,022	16,265,022	760,000	4.90%
Local Revenue				15,017,622	16,265,022		
Allotted ADM per DPI				4,745	4,648		
Local Revenue per ADM				3,165	3,499		
Projected Charter School ADM				154	154		
Total Budget for Charter Schools*				487,400	538,902		
				2023-24 ADOPTED BUDGET	2024-25 PROPOSED BUDGET	CHANGE FROM PRIOR YR	PERCENT INCREASE
Current Expense General Appropriation				15,280,022	15,780,022	500,000	3.27%
County Special Request Appropriation					260,000		
					16,040,022		

CAPITAL OUTLAY FUND 2024-25		9/17/2024
DESCRIPTION		2024-25 PROPOSED BUDGET
<b>CATEGORY I</b>		
1	Carpet & Tile Replacements	Lottery R&R 45,000
2	Roof Renovations/Replacements	Lottery R&R 80,000
3	Fire Alarm Replacements	Lottery R&R 140,000
4	Door Access Systems	Lottery R&R 60,000
5	Parkway Addition	Lottery R&R 500,000
6	Replace Kitchen/Cafeteria Equipment	Lottery 75,000
7	Gym Floors - Refinishing	Lottery 25,000
8	Door/Window Replacements	Lottery 20,000
9	Pavement and Sidewalk Maintenance/Repair	Lottery 80,000
10	Softball/Baseball Field Lighting - WHS	Lottery 180,000
11	Fencing Replacements	Lottery 100,000
12	Phase 1 Renovations	Long Term Capital 2,000,000
13	Bi-Directional Amplifiers/Radios	Long Term Capital 250,000
14	Gym Presentation Systems	Long Term Capital 25,000
15	Playground Updates/Renovations	Long Term Capital 30,000
16	HP, BR, GV Classrooms, Bathrooms, Decking Renovations	Long Term Capital 15,000
17	Security Cameras	Long Term Capital 25,000
18	Aerial Man Lift with Tracks	CIP Reserves 55,000
19	Heavy Vehicle Lift Replacement	CIP Reserves 175,000
20	HVAC/Sewer Pumps	CIP Reserves 25,000
<b>TOTAL CATEGORY I</b>		<b>3,905,000</b>
<b>CATEGORY II</b>		
1	1:1 Devices	CIP Reserves 300,000
2	Classroom Presentation Technology	CIP Reserves 80,000
3	Facilities - Furniture/Equipment	Current Capital 65,000
4	Custodial Equipment	Current Capital 22,000
5	Maintenance Equipment	Current Capital 12,000
6	Transportation Equipment	Current Capital 6,000
7	Classroom Furniture Replacements	Current Capital 30,000
8	Band Equipment	Current Capital 15,000
9	Arts Programs	Current Capital 15,000
10	Cafeteria Tables	Current Capital 15,000
<b>TOTAL CATEGORY II</b>		<b>560,000</b>
<b>CATEGORY III</b>		
1	Maintenance Vehicle Replacements	Current Capital 130,000
2	Activity Bus Replacements	Current Capital 140,000
<b>TOTAL CATEGORY III</b>		<b>270,000</b>
<b>CAPITAL OUTLAY BUDGET TOTAL</b>		<b>4,735,000</b>



CAPITAL OUTLAY FUND 2024-25				9/17/2024
SOURCE OF FUNDS	2023-24 ADOPTED BUDGET	2024-25 PROPOSED BUDGET	CHANGE FROM PRIOR YR	PERCENT INCREASE
NC Public School Building Lottery Fund	355,000	480,000	125,000	35.21%
NC Public School Building Lottery R&R Fund	589,932	825,000	235,068	39.85%
County Appropriation	5,030,000	3,430,000	(1,600,000)	-31.81%
<b>CAPITAL OUTLAY TOTAL</b>	<b>5,974,932</b>	<b>4,735,000</b>	<b>(1,239,932)</b>	<b>-20.75%</b>

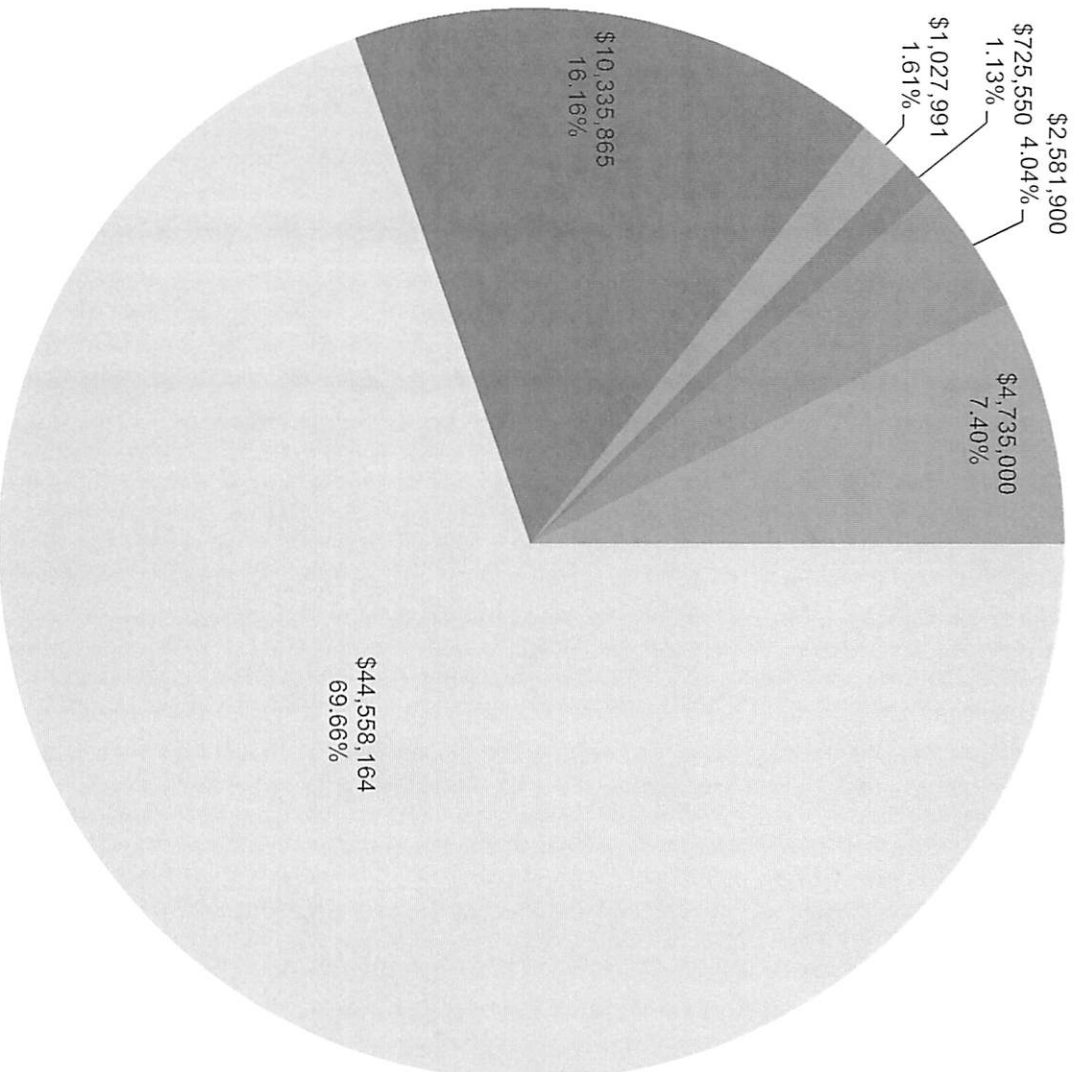
CURRENT EXPENSE AND CAPITAL OUTLAY FUND REVENUE 2024-25				9/17/2024
SOURCE OF FUNDS	2023-24 ADOPTED BUDGET	2024-25 PROPOSED BUDGET	CHANGE FROM PRIOR YR	PERCENT INCREASE
Fines and Forfeitures	225,000	225,000	-	0.00%
NC Public School Building Lottery Fund	355,000	480,000	125,000	35.21%
NC Public School Building Lottery R&R Fund	589,932	825,000	235,068	39.85%
County Appropriation	20,310,022	19,470,022	(840,000)	-4.14%
<b>TOTAL</b>	<b>21,479,954</b>	<b>21,000,022</b>	<b>(479,932)</b>	<b>-2.23%</b>

<b>SPECIAL REVENUE FUND 2024-25</b>		<b>9/17/2024</b>
<b>DESCRIPTION</b>		
<b>1 NC PRE-K PROGRAM</b>		
	Salaries/Benefits/Program	340,000
<b>NC PRE-K BUDGET TOTAL</b>		<b>340,000</b>
<b>2 DHHS SCHOOL NURSE CONTRACT</b>		
	Salaries/Benefits	50,000
<b>DHHS SCHOOL NURSE BUDGET TOTAL</b>		<b>50,000</b>
<b>3 ABC ALCOHOL EDUCATION PROGRAM</b>		
	Salaries/Benefits	70,000
<b>ABC ALCOHOL EDUCATION BUDGET TOTAL</b>		<b>70,000</b>
<b>4 CAREER AND COLLEGE PROMISE AGREEMENT</b>		
	Salaries/Benefits	116,000
<b>CAREER AND COLLEGE PROMISE AGREEMENT BUDGET TOTAL</b>		<b>116,000</b>
<b>SPECIAL REVENUE FUND TOTAL EXPENSES</b>		<b>576,000</b>
<b>SOURCE OF FUNDS</b>		
	NC Pre-K / Children's Council Agreement	340,000
	DHHS School Nurse Contract	50,000
	ABC Revenue Restricted-Alcohol Education	70,000
	Caldwell Community College Agreement	116,000
<b>SPECIAL REVENUE FUND TOTAL REVENUES</b>		<b>576,000</b>

<b>SCHOOL NUTRITION FUND 2024-25</b>			
	<b><u>PROGRAM EXPENSES</u></b>		
5.7200.035.151	CLERICAL SALARY		46,500
5.7200.035.165	SUBSTITUTES		3,000
5.7200.035.174	SALARY-CAFETERIA WORKER		580,000
5.7200.035.176	SALARY-MANAGER		324,000
5.7200.035.184	LONGEVITY PAY		7,500
5.7200.035.185	BONUS ANNUAL LEAVE		500
5.7200.035.188	ANNUAL LEAVE		10,000
5.7200.035.189	SHORT-TERM DISABILITY		500
5.7200.035.199	OVERTIME PAY		5,000
5.7200.035.211	EMPLOYERS SOC SEC COST		72,000
5.7200.035.221	EMPLOYERS RETIREMENT COST		217,000
5.7200.035.231	EMPLOYERS HOSP INS COST		204,000
5.7200.035.312	WORKSHOP EXPENSES		100
5.7200.035.313	ADVERTISING FEES		500
5.7200.035.314	PRINTING/BINDING		700
5.7200.035.326	CONTRACTED REPAIRS/MATERIALS		500
5.7200.035.342	POSTAGE		1,000
5.7200.035.361	MEMBERSHIP DUES		500
5.7200.035.411	OFFICE SUPPLIES		1,000
5.7200.035.418	SOFTWARE		19,500
5.7200.035.422	REPAIR PARTS/MATERIALS		5,000
5.7200.035.423	VEHICLE GAS/FUEL		500
5.7200.035.424	VEHICLE OIL		100
5.7200.035.425	VEHICLE TIRES & TUBES		500
5.7200.035.451	FOOD PURCHASED		850,000
5.7200.035.452	USDA COMMODITY FOODS USED		143,000
5.7200.035.453	FOOD PROC. SUPPLIES		62,000
5.7200.035.461	FURNITURE & EQUIPMENT-INVENTORIED		1,000
5.7200.035.541	EQUIPMENT		1,000
5.7200.035.571	DEPRECIATION		25,000
<b>Grand Total Expenses</b>			<b>2,581,900</b>
	<b><u>PROGRAM REVENUES</u></b>		
5.3250.035.000	SALES & USE TAX REFUND		1,000
5.3811.035.000	USDA GRANTS		1,520,000
5.3814.035.000	USDA GRANTS SUMMER FEEDING		25,000
5.3815.035.000	USDA GRANTS/COMM.FOODS		143,000
5.4311.035.000	PAID STUDENT BREAKFASTS		65,000
5.4314.035.000	SALES LUNCH FULL PAY		500,000
5.4316.035.000	LUNCH ADULT CASH		45,000
5.4318.035.000	SUPPLEMENTAL SALES		250,000
5.4321.035.000	CATERED BREAKFASTS		250
5.4322.035.000	CATERED LUNCHES		500
5.4323.035.000	CATERED SUPPERS & BANQUETS		1,000
5.4324.035.000	CATERED SUPPLEMENTS		11,000
5.4341.035.000	STATE REIMBURSEMENT BREAKFAST		4,000
5.4342.035.000	STATE REIMBURSEMENT LUNCH		10,000
5.4490.035.000	MISC LOCAL OPERATING REV		150
5.4820.035.000	DISPOSITION SCHOOL FIXED ASSETS		6,000
<b>Grand Total Revenues</b>			<b>2,581,900</b>

EXTENDED LEARNING CENTERS FUND 2024-25											
		Blowing	Cove	Green	Hardin			Valle	Holiday/	Summer	
Expenses	Bethel	Rock	Creek	Valley	Park	Mabel	Parkway	Crucis	Snowday	Camp	Total
Salaries	18,210	32,853	30,263	30,263	95,606	18,210	81,408	39,905	10,000	40,000	396,716
Longevity		503									503
Social Security	1,392	2,513	2,315	2,315	7,314	1,392	6,228	3,053	732	3,000	30,254
Retirement					7,724		8,239		1,595	3,200	20,758
Health Insurance					6,745		6,745			3,193	16,683
Substitutes	500	1,000	1,000	1,000	2,000	500	1,500	1,000	400	1,000	9,900
Local Supplement					1,526		1,526				3,052
Training Hours	250	750	750	750	1,500	250	1,000	750			6,000
Staff Bonuses	1,000	1,500	1,500	1,500	2,500	1,000	2,500	1,500			13,000
<b>Personnel Subtotal</b>	<b>21,352</b>	<b>39,119</b>	<b>35,828</b>	<b>35,828</b>	<b>124,915</b>	<b>21,352</b>	<b>109,146</b>	<b>46,207</b>	<b>12,727</b>	<b>50,393</b>	<b>496,865</b>
Snacks	900	2,200	2,000	3,200	5,500	1,300	4,000	2,600	500	3,000	25,200
Center Supplies	500	900	700	700	2,000	500	1,500	700	500	1,000	9,000
Field Trips/presenters										2,000	2,000
<b>Program Subtotal</b>	<b>1,400</b>	<b>3,100</b>	<b>2,700</b>	<b>3,900</b>	<b>7,500</b>	<b>1,800</b>	<b>5,500</b>	<b>3,300</b>	<b>1,000</b>	<b>6,000</b>	<b>36,200</b>
Site Total Costs	22,752	42,219	38,528	39,728	132,415	23,152	114,646	49,507	13,727	56,393	533,065
Administrative and Other Program Costs											192,485
<b>Grand Total Expenses</b>											<b>725,550</b>
<b>Revenues</b>											
Other											
<b>Grand Total Revenues</b>	<b>16,200</b>	<b>70,515</b>	<b>56,700</b>	<b>39,001</b>	<b>196,000</b>	<b>20,934</b>	<b>121,500</b>	<b>104,700</b>	<b>35,700</b>	<b>64,300</b>	<b>725,550</b>
<b>Net Gain or Loss</b>	<b>(6,552)</b>	<b>28,296</b>	<b>18,172</b>	<b>(727)</b>	<b>63,586</b>	<b>(2,218)</b>	<b>6,854</b>	<b>55,193</b>	<b>21,973</b>	<b>7,907</b>	<b>192,485</b>
<b>Administrative Costs</b>	Assistant	Director		<b>Other Program Costs</b>							
704.113 ELC Director	53,745	43,062		704.362 Bank Fees			100				
704.184 Longevity	1,209	646		704.312 Workshop expenses			2,000				
704.211 Social Security	4,112	3,294		704.332 Travel			2,500				
704.221 Retirement	12,920	10,352		704.342 Postage			100				
704.231 Health Insurance	8,094	8,094		704.399 Other (Scholarships)			10,108				
Local Supplement	2,790			704.411 Supplies			19,357				
				704.418 Software			6,000				
				704.461 Computer Equipment			2,000				
				704.462 Furniture & Equipment			2,000				
<b>Total Administrative Personnel Costs</b>	<b>82,871</b>	<b>65,449</b>		<b>Total Program Admin Costs</b>			<b>44,165</b>				

# WATAUGA COUNTY BOARD OF EDUCATION FY 2024-25 PROJECTED EXPENDITURES



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

DPI USE ONLY
Approved By: _____
Date: _____

Date of Request: 9/17/24

County: <u>Watauga County</u>	Contact Person: <u>Ly Marze</u>
Address: <u>814 W King St, Boone, NC 28607</u>	Title: <u>Finance Officer</u>
LEA: <u>Watauga County Schools</u>	Phone: <u>828-264-7190</u>
Address: <u>175 Pioneer Trail, Boone, NC 28607</u>	Email: <u>marzel@wataugaschools.org</u>

Project Title: Carpet & Tile Replacements

Project Address: K-12 Schools District Wide

Type of Facility: K-12 Schools

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): Repair and renovation of worn out and unsafe carpet and tile in classrooms to be completed July 2024-June 2025

Estimated Costs:	
Planning and Design Services.....	\$ _____
New Construction – Facility Enlargement .....	\$ _____
New Construction – Addition(s) .....	\$ _____
Existing Construction – Facility Improvements .....	\$ _____
Existing Construction – Facility Repairs .....	\$ 45,000
Existing Construction – Facility Renovations .....	\$ _____
<b>TOTAL .....</b>	<b>\$ 45,000</b>

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 \$ 45,000 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

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

**DPI USE ONLY**

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

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

**Date of Request:** 9/17/24

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: Roof Renovations and Replacements  
Project Address: K-12 Schools District Wide

Type of Facility: K-12 Schools

**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): Repair and renovation of worn out roof sections on several school buildings across the district to be completed July 2024-June 2025

**Estimated Costs:**

Planning and Design Services.....	\$	_____
New Construction – Facility Enlargement .....	\$	_____
New Construction – Addition(s) .....	\$	_____
Existing Construction – Facility Improvements .....	\$	_____
Existing Construction – Facility Repairs .....	\$	<u>80,000</u>
Existing Construction – Facility Renovations .....	\$	_____
<b>TOTAL .....</b>	<b>\$</b>	<b><u>80,000</u></b>

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 \$ 80,000 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**



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

**DPI USE ONLY**

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

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

**Date of Request:** 9/17/24

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: Fire Alarm Replacements  
Project Address: K-12 Schools District Wide

Type of Facility: K-12 Schools

**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): Repair and/or replacement of fire alarms across the district in several school buildings to be completed July 2024-June 2025

**Estimated Costs:**

Planning and Design Services.....	\$	_____
New Construction – Facility Enlargement .....	\$	_____
New Construction – Addition(s) .....	\$	_____
Existing Construction – Facility Improvements .....	\$	_____
Existing Construction – Facility Repairs .....	\$	140,000
Existing Construction – Facility Renovations .....	\$	_____
<b>TOTAL .....</b>	<b>\$</b>	<b>140,000</b>

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 \$ 140,000 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**

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

**DPI USE ONLY**

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

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

**Date of Request:** 9/17/24

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: Door Access Systems  
Project Address: K-12 Schools District Wide

Type of Facility: K-12 Schools

**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): Repair and/or replacement of door access systems in  
in several school buildings across the district for school safety to be completed July 2024-June 2025

**Estimated Costs:**

Planning and Design Services.....	\$	_____
New Construction – Facility Enlargement .....	\$	_____
New Construction – Addition(s) .....	\$	_____
Existing Construction – Facility Improvements .....	\$	_____
Existing Construction – Facility Repairs .....	\$	<u>60,000</u>
Existing Construction – Facility Renovations .....	\$	_____
<b>TOTAL .....</b>	<b>\$</b>	<b><u>60,000</u></b>

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 \$ 60,000 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**

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

**DPI USE ONLY**

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

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

**Date of Request:** 9/17/24

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: Addition for Parkway School  
Project Address: 160 Parkway School Dr  
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): Design for addition to be added to Parkway School to meet enrollment growth to be completed July 2024-June 2025

**Estimated Costs:**

Planning and Design Services.....	\$ 500,000
New Construction – Facility Enlargement .....	\$
New Construction – Addition(s) .....	\$
Existing Construction – Facility Improvements .....	\$
Existing Construction – Facility Repairs .....	\$
Existing Construction – Facility Renovations .....	\$
<b>TOTAL .....</b>	<b>\$ 500,000</b>

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 \$ 500,000 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**

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

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

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

County: Watauga County

Contact Person: Ly Marze

LEA: Watauga County Schools

Title: Finance Officer

Address: 175 Pioneer Trail, Boone, NC 28607

Phone: 828-264-7190

Project Title: Replace Cafeteria Equipment

Location: K-12 Schools

Type of Facility: K-12 Schools

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

(3) No county shall have to provide matching funds...

(4) A county may use monies in this Fund to pay for school construction projects in local school administrative units and to retire indebtedness incurred for school construction projects.

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

As used in this section, "Public School Buildings" shall include only facilities for individual schools that are used for instructional and related purposes, and does not include central administration, maintenance, or other facilities. ***Applications must be submitted within one year following the date of final payment to the Contractor or Vendor.***

Short description of Construction Project: Replace broken appliances in school cafeterias

WHS-double stack ovens; Mabel-reach in freezer; Bethel-Dish machine

Estimated Costs:

Purchase of Land	\$	
Planning and Design Services		
New Construction		
Additions / Renovations		75,000.00
Repair		
Debt Payment / Bond Payment		
TOTAL	\$	75,000.00

Estimated Project Beginning Date: July 2024

Est. Project Completion Date: June 2025

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

The County Commissioners and the Board of Education do hereby jointly request approval of the above project, and request release of \$ 75,000.00 from the Public School Building Capital Fund (Lottery Distribution). We certify that the project herein described is within the parameters of G.S. 115C-546.

\_\_\_\_\_  
(Signature — Chair, County Commissioners)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature — Chair, Board of Education)

\_\_\_\_\_  
(Date)

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

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

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

County: Watauga County

Contact Person: Ly Marze

LEA: Watauga County Schools

Title: Finance Officer

Address: 175 Pioneer Trail, Boone, NC 28607

Phone: 828-264-7190

Project Title: Gym Floor Refinishing

Location: K-12 Schools

Type of Facility: K-12 Schools

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

(3) No county shall have to provide matching funds...

(4) A county may use monies in this Fund to pay for school construction projects in local school administrative units and to retire indebtedness incurred for school construction projects.

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

As used in this section, "Public School Buildings" shall include only facilities for individual schools that are used for instructional and related purposes, and does not include central administration, maintenance, or other facilities. ***Applications must be submitted within one year following the date of final payment to the Contractor or Vendor.***

Short description of Construction Project: Repair and refinish gym floors for safety and continued floor integrity

**Estimated Costs:**

Purchase of Land \_\_\_\_\_ \$ \_\_\_\_\_

Planning and Design Services \_\_\_\_\_

New Construction \_\_\_\_\_

Additions / Renovations \_\_\_\_\_

Repair \_\_\_\_\_ 25,000.00

Debt Payment / Bond Payment \_\_\_\_\_

TOTAL \_\_\_\_\_ \$ 25,000.00

Estimated Project Beginning Date: July 2024

Est. Project Completion Date: June 2025

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

The County Commissioners and the Board of Education do hereby jointly request approval of the above project, and request release of \$ 25,000.00 from the Public School Building Capital Fund (Lottery Distribution). We certify that the project herein described is within the parameters of G.S. 115C-546.

\_\_\_\_\_  
(Signature — Chair, County Commissioners)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature — Chair, Board of Education)

\_\_\_\_\_  
(Date)

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

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

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

County: Watauga County

Contact Person: Ly Marze

LEA: Watauga County Schools

Title: Finance Officer

Address: 175 Pioneer Trail, Boone, NC 28607

Phone: 828-264-7190

Project Title: Door/Window Replacements

Location: K-12 Schools

Type of Facility: K-12 Schools

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

(3) No county shall have to provide matching funds...

(4) A county may use monies in this Fund to pay for school construction projects in local school administrative units and to retire indebtedness incurred for school construction projects.

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

As used in this section, "Public School Buildings" shall include only facilities for individual schools that are used for instructional and related purposes, and does not include central administration, maintenance, or other facilities. ***Applications must be submitted within one year following the date of final payment to the Contractor or Vendor.***

Short description of Construction Project: Replace classroom doors/windows in school buildings for safety

Estimated Costs:

Purchase of Land \_\_\_\_\_ \$ \_\_\_\_\_

Planning and Design Services \_\_\_\_\_

New Construction \_\_\_\_\_

Additions / Renovations \_\_\_\_\_ 20,000.00

Repair \_\_\_\_\_

Debt Payment / Bond Payment \_\_\_\_\_

TOTAL \_\_\_\_\_ \$ \_\_\_\_\_ 20,000.00

Estimated Project Beginning Date: July 2024

Est. Project Completion Date: June 2025

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

The County Commissioners and the Board of Education do hereby jointly request approval of the above project, and request release of \$ 20,000.00 from the Public School Building Capital Fund (Lottery Distribution). We certify that the project herein described is within the parameters of G.S. 115C-546.

\_\_\_\_\_  
(Signature — Chair, County Commissioners)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature — Chair, Board of Education)

\_\_\_\_\_  
(Date)



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

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

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

County: Watauga County

Contact Person: Ly Marze

LEA: Watauga County Schools

Title: Finance Officer

Address: 175 Pioneer Trail, Boone, NC 28607

Phone: 828-264-7190

Project Title: Pavement and Sidewalk Resurfacing

Location: K-12 Schools

Type of Facility: K-12 Schools

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

(3) No county shall have to provide matching funds...

(4) A county may use monies in this Fund to pay for school construction projects in local school administrative units and to retire indebtedness incurred for school construction projects.

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

As used in this section, "Public School Buildings" shall include only facilities for individual schools that are used for instructional and related purposes, and does not include central administration, maintenance, or other facilities. ***Applications must be submitted within one year following the date of final payment to the Contractor or Vendor.***

Short description of Construction Project: Resurface school parking lot pavements and sidewalks for student, staff, and community safety

**Estimated Costs:**

Purchase of Land	_____	\$	_____
Planning and Design Services	_____		_____
New Construction	_____		_____
Additions / Renovations	_____		_____
Repair	_____		80,000.00
Debt Payment / Bond Payment	_____		_____
TOTAL	_____	\$	80,000.00

Estimated Project Beginning Date: July 2024

Est. Project Completion Date: June 2025

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

The County Commissioners and the Board of Education do hereby jointly request approval of the above project, and request release of \$ 80,000.00 from the Public School Building Capital Fund (Lottery Distribution). We certify that the project herein described is within the parameters of G.S. 115C-546.

\_\_\_\_\_  
(Signature — Chair, County Commissioners)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature — Chair, Board of Education)

\_\_\_\_\_  
(Date)

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

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

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

County: Watauga County

Contact Person: Ly Marze

LEA: Watauga County Schools

Title: Finance Officer

Address: 175 Pioneer Trail, Boone, NC 28607

Phone: 828-264-7190

Project Title: Softball/Baseball Field Lighting - WHS

Location: Watauga High School

Type of Facility: 9-12 School

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

(3) No county shall have to provide matching funds...

(4) A county may use monies in this Fund to pay for school construction projects in local school administrative units and to retire indebtedness incurred for school construction projects.

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

As used in this section, "Public School Buildings" shall include only facilities for individual schools that are used for instructional and related purposes, and does not include central administration, maintenance, or other facilities. ***Applications must be submitted within one year following the date of final payment to the Contractor or Vendor.***

Short description of Construction Project: Replace current light fixtures with LED light system to ensure student, staff, and community safety

**Estimated Costs:**

Purchase of Land	\$	
Planning and Design Services		
New Construction		
Additions / Renovations		180,000.00
Repair		
Debt Payment / Bond Payment		
<b>TOTAL</b>	<b>\$</b>	<b>180,000.00</b>

Estimated Project Beginning Date: July 2024

Est. Project Completion Date: June 2025

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

The County Commissioners and the Board of Education do hereby jointly request approval of the above project, and request release of \$ 180,000.00 from the Public School Building Capital Fund (Lottery Distribution). We certify that the project herein described is within the parameters of G.S. 115C-546.

\_\_\_\_\_  
(Signature — Chair, County Commissioners)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature — Chair, Board of Education)

\_\_\_\_\_  
(Date)

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

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

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

County: Watauga County

Contact Person: Ly Marze

LEA: Watauga County Schools

Title: Finance Officer

Address: 175 Pioneer Trail, Boone, NC 28607

Phone: 828-264-7190

Project Title: Replacing Fencing

Location: K-12 Schools

Type of Facility: K-12 Schools

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

(3) No county shall have to provide matching funds...

(4) A county may use monies in this Fund to pay for school construction projects in local school administrative units and to retire indebtedness incurred for school construction projects.

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

As used in this section, "Public School Buildings" shall include only facilities for individual schools that are used for instructional and related purposes, and does not include central administration, maintenance, or other facilities. ***Applications must be submitted within one year following the date of final payment to the Contractor or Vendor.***

Short description of Construction Project: Replace fencing for safety and to meet new codes across several schools in the district

**Estimated Costs:**

Purchase of Land	_____	\$	_____
Planning and Design Services	_____		_____
New Construction	_____		_____
Additions / Renovations	_____		100,000.00
Repair	_____		_____
Debt Payment / Bond Payment	_____		_____
<b>TOTAL</b>	_____	<b>\$</b>	<b>100,000.00</b>

Estimated Project Beginning Date: July 2024

Est. Project Completion Date: June 2025

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

The County Commissioners and the Board of Education do hereby jointly request approval of the above project, and request release of \$ 100,000.00 from the Public School Building Capital Fund (Lottery Distribution). We certify that the project herein described is within the parameters of G.S. 115C-546.

\_\_\_\_\_  
(Signature — Chair, County Commissioners)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature — Chair, Board of Education)

\_\_\_\_\_  
(Date)

## **INTERIM TITLE IX SEXUAL HARASSMENTSEX DISCRIMINATION – PROHIBITED CONDUCT AND REPORTING PROCESS**

*Policy Code: 1725/4035/7236*

The board acknowledges the dignity and worth of all students and employees and strives to create a safe, orderly, caring, and inviting school environment to facilitate student learning and achievement. As provided in policy 1720/4030/7235, Title IX Nondiscrimination on the Basis of Sex, the board ~~will not tolerate~~prohibits sex discrimination, including sexual harassment, in the education program and activities of the school system. The board takes seriously all reports and formal complaints of ~~sexual harassment~~sex discrimination.

This ~~Title IX sexual harassment~~ policy specifically prohibits ~~sexual harassment~~sex discrimination as that term is defined under Title IX. It provides a process for students, employees, and others to report such ~~sexual harassment~~sex discrimination for response by school officials. All incidents of conduct that could constitute ~~sexual harassment~~sex discrimination under this policy are to be reported and treated in accordance with this policy, whether or not the incidents may also constitute violations of other board policies or standards of conduct.

Individuals who believe they have been subjected to ~~sexual harassment~~sex discrimination prohibited by this policy or who have witnessed or have reliable information that another person has been subjected to ~~sexual harassment~~sex discrimination prohibited by this policy should use the process provided in Section C of this policy to report such violations.

The board also provides a grievance process for those who believe they have been victims of ~~sex discrimination~~ual harassment that is designed to achieve prompt and equitable resolution of formal complaints of ~~sexual harassment~~sex discrimination through a formal investigation and adjudication of the allegations in the complaint or through informal resolution processes. The grievance process is provided in policy 1726/4036/7237, Title IX ~~Sexual Harassment~~Sex Discrimination Grievance Process. Affected individuals are encouraged to report ~~sex discrimination~~ual harassment in accordance with the process provided in Section C of this policy before filing a formal complaint to initiate the grievance process.

### **A. PROHIBITED BEHAVIOR**

Students, school system employees, volunteers, and visitors are expected to behave in a civil and respectful manner. The board expressly prohibits ~~sexual harassment~~sex discrimination by students, employees, board members, volunteers, or visitors. "Visitors" includes parents and other family members and individuals from the community, as well as vendors, contractors, and other persons doing business with or performing services for the school system.

Sex discrimination occurs when, as a result of any fact or failure to act, someone is treated differently and unfavorably on the basis of sex in the education program. Sex discrimination includes, but is not limited to, sex-based harassment.

Sexual harassment prohibited under Title IX and by this policy is conduct ~~on the basis of sex occurring in a school system education program or activity~~ that satisfies one or more of the following:

1. an employee, contractor, or agent of the school system conditioning the provision of an aid, benefit, or educational service of the school system on an individual's participation in unwelcome sexual conduct;
2. unwelcome conduct determined by a reasonable person to be so severe or pervasive, and subjectively and objectively offensive that it ~~effectively denies or limits a person's ability to participate in or benefit from equal access to~~ the school system's education program or activities. This determination requires consideration of all the facts and circumstances, including, but not limited to, the type, degree, and frequency of the conduct; the degree to which the conduct affected the complainant's ability to access the educational program; previous interactions between the parties; other sex based harassment in the educational program; the ages and disability statuses of the harasser and the victim; and the number of individuals involved and their authority;
3. sexual assault including rape, statutory rape, fondling, and incest;
4. dating violence;
5. domestic violence; or
6. stalking.

Sexual assault, dating violence, domestic violence, and stalking will be defined in accordance with applicable law and the definitions will be incorporated into an administrative regulation developed by the superintendent.

~~Conduct that satisfies this standard is not sexual harassment for purposes of this policy if the conduct occurred (1) outside the United States or (2) under circumstances in which the school system did not have substantial control over both the harasser and the context in which the harassment occurred.~~

All references to "sexual harassment" in this policy mean sexual harassment that meets this definition.

Examples of conduct on the basis of sex that would be considered sexual harassment if the conduct satisfies the criteria above include, but are not limited to: unwelcome sexual advances; requests for sexual favors; and other verbal or physical conduct of a sexual nature, such as deliberate, unwelcome touching that has sexual connotations or is of a sexual nature; suggestions or demands for sexual involvement accompanied by implied or overt promises of preferential treatment or threats; pressure for sexual activity; continued or repeated offensive sexual flirtations, advances, or propositions; continued or repeated verbal remarks about an individual's body; sexually degrading words used toward an

individual or to describe an individual; sexual assault; sexual violence; the display of sexually suggestive drawings, objects, pictures, or written materials; posting sexually suggestive pictures of a person without the person's consent; and forwarding pornographic material depicting a classmate or other member of the school community. Acts of verbal, nonverbal, or physical aggression, intimidation, or hostility based on sex or sex-stereotyping but not involving conduct of a sexual nature may also constitute sexual harassment.

Conduct that is determined not to meet the definition above may violate other board policies or established standards of conduct and will be treated accordingly. For example, conduct that does not meet the definition of Title IX ~~sexual harassment~~ sex discrimination above may nevertheless violate other board policies, including:

- policy 4329/7311, Bullying and Harassing Behavior Prohibited, prohibiting all forms of bullying and harassing conduct, including when it consists of unwelcome conduct of a sexual nature;
- policy 1710/4020/72320, Discrimination and Harassment in the Workplace Prohibited by Federal Law, prohibiting discrimination and harassment in the workplace and education program; or
- policy 4040/7310, Staff-Student Relations, prohibiting romantic or sexual relationships between employees and students.

Nothing in this policy is intended to limit discipline for violation of other board policies when appropriate and consistent with law.

## B. DEFINITIONS

The following additional definitions apply in this policy.

### 1. Report

A report is an oral or written notification that an individual is an alleged or suspected perpetrator or victim of ~~sexual harassment~~ discrimination.

Making a report initiates the interactive process with the complainant described in Section D.1, below. No disciplinary action will be taken against a respondent for ~~sexual harassment~~ discrimination based on a report alone.

### 2. Formal Complaint

A formal complaint is a document signed and filed with the Title IX coordinator by a complainant or signed by the Title IX coordinator alleging ~~sexual harassment~~ discrimination against a respondent and requesting that school officials investigate the allegation(s). Filing a formal complaint initiates the grievance process set forth in

policy 1726/4036/7237, Title IX ~~Sexual Harassment~~Sex Discrimination Grievance Process.

At the time of filing a formal complaint, a complainant must be participating in or attempting to participate in the education program or activities of the school system.

3. Complainant

The complainant is the individual(s) who is alleged to be the victim of conduct that could constitute sexual ~~harassment~~discrimination.

4. Respondent

The respondent is the individual(s) who has been reported to be the perpetrator of conduct that could constitute sex discrimination.

5. Grievance Process

Grievance process means the process for investigating and reaching a final determination of responsibility for a formal complaint of sexual ~~harassment~~discrimination. The sex discrimination grievance process is set out in policy 1726/4036/7237.

6. Title IX Coordinator

The Title IX coordinator is a school official who is designated to coordinate the school system's response to sexual ~~harassment~~discrimination and allegations of sex discrimination. Contact information for the Title IX coordinator is posted on the school system's website and listed in policy 1720/4030/7235, Title IX Nondiscrimination on the Basis of Sex.

7. Supportive Measures

Supportive measures are non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the complainant or the respondent before or after the filing of a formal complaint or where no formal complaint has been filed. Such measures are designed to restore or preserve equal access to the school system's education program and activities without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the school system's educational environment, or deter sexual ~~harassment~~discrimination.

Supportive measures available to the parties include, but are not limited to, counseling, mental health services referral, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, escort services, mutual restrictions on contact between the parties, changes in work locations,

leaves of absence, increased security and monitoring, and other similar measures determined by school officials to be necessary to protect the safety or educational or employment activities of a party.

8. Days

Days are calendar days unless specified otherwise.

9. Student(s)

"Student(s)" means the student and/or the student's parent or legal guardian unless the context clearly indicates otherwise. When the complainant or respondent is a student, references to those terms also include the student's parent or legal guardian unless the context clearly indicates otherwise.

10. ~~Actual Knowledge~~

~~"Actual knowledge" means a school employee has notice of sexual harassment or allegations of sexual harassment.~~

**C. ~~REPORTING SEXUAL HARASSMENT~~DISCRIMINATION**

1. Student Reports

Any student who believes he or she is a victim of sexual ~~harassment~~ discrimination occurring in the school system's education programs or activities is encouraged to report the matter to the student's principal or to the Title IX coordinator. Reports may also be made to a teacher, counselor, assistant principal, teacher assistant, or any other school employee. Middle and high school students may also report sexual ~~harassment~~ discrimination through the anonymous tip line, but school officials may be limited in their ability to respond if the report does not identify the complainant.

2. Mandatory Reporting by School Employees and Board Members

Any employee or member of the board of education who has ~~actual knowledge~~ notice of sexual ~~harassment~~ discrimination or allegations of sexual ~~harassment~~ discrimination occurring in the education program or any activity of the school system must report that information immediately to the Title IX coordinator.

Any of the following confers "~~actual knowledge~~ notice" and must be reported immediately:

- a. a report of sexual ~~harassment~~ discrimination from a student or other person;
- b. the employee or board member witnesses conduct that is or reasonably could be sexual ~~harassment~~ discrimination; or



- c. the employee or board member discovers evidence of sexual harassment discrimination, such as sexualized graffiti on school property, or otherwise has reliable information or reason to believe that a student, employee, or other individual may have been sexually harassed in violation of this policy, even if no one has reported the sexual harassment discrimination.

Employees who observe an incident of harassment discrimination are expected to intervene to stop the conduct in situations in which they have supervisory control over the perpetrator, and it is safe to do so. An employee with actual knowledge of possible sexual harassment discrimination in violation of this policy who does not promptly report the conduct and/or take proper action as required by this subsection, or who knowingly provides false information about the incident, will be subject to disciplinary action, up to and including dismissal.

Any doubt about whether particular conduct is possible sexual harassment discrimination must be resolved in favor of reporting the conduct.

The mandatory reporting required by this section is in addition to required reporting under policies 4040/7310, Student-Staff Relations, and 4240/7312, Child Abuse and Related Threats to Child Safety, where the conduct at issue requires a report under either of those policies.

### 3. Reporting by Others

All other members of the school community are strongly encouraged to report any act that may constitute an incident of sexual harassment discrimination in violation of this policy to the school principal, the Title IX coordinator, or the superintendent.

### 4. Content of the Report

To the extent possible, reports should be sufficient to put school officials on notice of conduct that could constitute sexual harassment discrimination. Employees making mandatory reports should provide as much detail about the alleged sexual harassment discrimination as is known, unless such disclosure would violate law or standards of professional ethics. Reports, other than mandatory reports by employees, may be made anonymously, but anonymous reports may limit the school system's ability to respond fully if the alleged victim is not identified.

### 5. Time Period for Making a Report

Reports by students and third parties can be made at any time. During non-business hours, reports can be made by using the contact information for the Title IX coordinator provided on the school system's website and in policy 1720/4030/7235, Title IX Nondiscrimination on the Basis of Sex. A report should be made as soon as possible after disclosure or discovery of the facts giving rise to the report. Delays

in reporting may impair the ability of school officials to investigate and respond to any subsequent formal complaint.

School employees and board members with ~~actual knowledge~~notice of sexual harassment ~~discrimination~~ must report that information immediately, as provided in subsection C.2 above.

**D. SCHOOL OFFICIALS' RESPONSE TO ~~ACTUAL KNOWLEDGE~~NOTICE OF SEXUAL HARASSMENT DISCRIMINATION**

As required to meet the school system's obligations under Title IX, school officials shall respond promptly and ~~impartially effectively~~ to ~~actual knowledge~~notice of alleged sex harassment ~~discrimination~~ in a manner that is not deliberately indifferent. ~~A response that is not deliberately indifferent is one that is not clearly unreasonable in light of the known circumstances and includes, at a minimum, the provision of supportive measures to the complainant, as described in this section.~~

Consistent with this duty, school officials shall respond to all reports of conduct that could constitute sexual harassment ~~discrimination~~ in accordance with this section. However, a report alleging conduct that is not sexual harassment ~~discrimination~~ as defined in this policy is not subject to this policy but may be referred to appropriate school officials as a possible violation of other board policies.

**1. Title IX Coordinator Initiates Interactive Process with Complainant**

Upon receiving a report of alleged sexual harassment ~~discrimination~~, the Title IX coordinator shall promptly contact the complainant and the complainant's parent or guardian confidentially. This contact must occur within three days, excluding weekends, absent extenuating circumstances. The Title IX coordinator shall also notify the principal of the report and, if an employee is the complainant or respondent, the senior human resources official or designee.

When contacting the complainant and parent or guardian, the Title IX coordinator shall do all of the following during the contact and shall document the same:

- a. offer supportive measures;
- b. consider the complainant's wishes with respect to supportive measures;
- c. explain that supportive measures are available with or without the filing of a formal complaint; and
- d. explain the process for filing a formal complaint with the Title IX coordinator and the response required of the school system when a complaint is filed, including all the following:

- i. that a formal complaint will initiate the grievance process described in policy 1726/4036/7237, Title IX ~~Sexual Harassment~~Sex Discrimination Grievance Process;
- ii. that a formal complaint may be filed with the Title IX coordinator in person, by mail, or by electronic mail;
- iii. the major steps in the grievance process, including (1) a notice of the allegations that will be provided to the respondent that includes identification of the complainant and the allegations made; (2) an investigation of the allegations of ~~sexual harassment~~sexual discrimination in which both parties will have opportunity to have an advisor, present witnesses, review evidence, pose written questions of the other party, and receive a copy of the investigative report; (3) a decision on responsibility in which a decision-maker objectively evaluates all relevant evidence and determines whether the respondent engaged in the alleged ~~sexual harassment~~sexual discrimination in violation of this policy; and (4) the opportunity for either party to appeal the decision;
- iv. the approximate time frame for concluding the grievance process;
- v. that school officials will treat both parties equitably by (1) providing remedies to the complainant if the respondent is found responsible, and (2) by not imposing disciplinary sanctions on the respondent without first following the grievance process set forth in policy 1726/4036/7237;
- vi. the circumstances under which a formal complaint might be consolidated with other formal complaints or dismissed; and
- vii. that the Title IX coordinator may have an obligation to initiate the grievance process in the absence of a formal complaint filed by the complainant and the time frame in which that decision will be made.

2. Title IX Coordinator Arranges Implementation of Supportive Measures

After considering the complainant's wishes, the Title IX coordinator shall arrange the effective implementation of appropriate supportive measures unless, in the exercise of good judgment, the Title IX coordinator determines that supportive measures should not be provided. If supportive measures are not provided to the complainant, the Title IX coordinator shall document why supportive measures were not provided and why not providing supportive measures is not deliberately indifferent to known ~~sexual harassment~~sexual discrimination.

If the complainant is a student with a disability, the Title IX coordinator may need

to consult with appropriate school personnel to determine whether adjustments to the student's IEP or Section 504 plan are needed to implement any supportive measures to be provided and/or whether the student's plan necessitates any adjustment to the proposed supportive measures.

3. Title IX Coordinator Determines Whether to Sign a Formal Complaint

If the complainant declined to file a formal complaint within the designated time period following the interactive process described above, the Title IX coordinator shall determine on a case-by-case basis whether to sign, i.e., file, a formal complaint to initiate the grievance process.

The Title IX coordinator should file a formal complaint (1) if the respondent is a school employee and the complainant is a student; and (2) in other cases where, in the exercise of good judgment and in consultation with the school attorney as appropriate, the coordinator determines that a grievance process is necessary to comply with the obligation not to be deliberately indifferent to known allegations of ~~sexual harassment~~discrimination. Credibility or merit of the complaint shall not be considered in making the determination.

A decision by the Title IX coordinator to sign a formal complaint is not to be construed as supportive of the complainant or in opposition to the respondent or as an indication of whether the allegations are credible or have merit, or whether there is evidence sufficient to determine responsibility. Signing a formal complaint does not make the Title IX coordinator a complainant or party to the complaint nor relieve the Title IX coordinator from any responsibilities under this policy.

The Title IX coordinator shall document the decision of whether to sign a complaint and the reasons for that decision.

4. Presumption of Non-responsibility of Respondent and Bar on Disciplinary Sanctions without Due Process

The respondent identified in any report alleging ~~sexual harassment~~discrimination under this policy will be presumed not responsible for the alleged conduct until the respondent's responsibility is conclusively established through the grievance process outlined in policy 1726/4036/7237, Title IX ~~Sexual Harassment~~Sex Discrimination Grievance Process.

No disciplinary sanction or other action that is not a supportive measure, including but not limited to (1) short or long-term suspension, expulsion, or transfer to an alternative school or program for student-respondents and (2) suspension, demotion, or dismissal for employee-respondents, may be imposed for a violation of this policy unless the respondent agrees to a specific disciplinary sanction or action in an informal resolution or has been determined to be responsible for the ~~sexual harassment~~discrimination at the conclusion of a grievance process that

complies with the process in policy 1726/4036/7237. An employee-respondent, however, may be placed on administrative leave during the pendency of the grievance process if consistent with applicable state and federal laws.

Notwithstanding the limitation just described, respondents are subject to emergency removal as described in the next paragraph.

5. Emergency Removal of Respondent from School or Employment

Any respondent is subject to removal from the school system's education program and activities, or any part of the program or activities, on an emergency basis if a school-based threat assessment team conducts an individualized safety and risk analysis and determines that removal is justified because the person poses an immediate health or safety threat to any person arising from the allegations of ~~sexual harassment~~discrimination. A removal under this subsection includes a transfer of a student to an alternative education program consistent with policy 3470/4305, Alternative Learning Programs/Schools. A schedule change, and/or removing a student from an extracurricular activity is also considered a removal under this subsection where such action would not otherwise constitute a supportive measure.

The emergency removal may take place regardless of whether a formal complaint has been filed. However, any such removal must be consistent with federal and state law, including any applicable law protecting the rights of individuals with disabilities. The respondent shall receive notice of the removal and an opportunity to challenge the decision in an informal hearing with the superintendent or designee immediately following the removal.

An employee may be placed on administrative leave with or without pay during the pendency of the grievance process set out in policy 1726/4036/7237, Title IX ~~Sexual Harassment~~Sex Discrimination Grievance Process, if consistent with state law and in accordance with any applicable requirements of state law. Placing an employee on leave during the pendency of the grievance process is not an emergency removal.

The superintendent or designee shall document all emergency removal decisions under this subsection, including the immediate threat to health or safety that justified the removal.

6. Supportive Measures

Supportive measures will be available to both the complainant and respondent before or after the filing of a formal complaint or where no formal complaint has been filed. Supportive measures will remain confidential to the extent that maintaining such confidentiality does not impair the ability to provide the supportive measures. The Title IX coordinator is responsible for coordinating the

effective implementation of supportive measures.

#### **E. GRIEVANCE PROCESS FOR FORMAL COMPLAINTS**

The grievance process for formal complaints of ~~sexual harassment-discrimination~~ under this policy is set out in policy 1726/4036/7237, Title IX ~~Sexual Harassment~~Sex Discrimination Grievance Process. The policy also provides an informal resolution process for complainants who seek an alternate means of resolution to their complaint.

As described in subsection D.3 above, the Title IX coordinator may also initiate the grievance process, as needed.

#### **F. RECORDS**

The Title IX coordinator shall create and maintain for a period of seven years records of all reports and formal complaints of ~~sexual harassment~~discrimination. For each report or formal complaint, the coordinator shall document the following:

1. any actions, including any supportive measures, taken in response to the report or formal complaint;
2. that school officials have taken measures that are designed to restore or preserve equal access to the school system's education program and activities;
3. why school officials believe their response to the report or complaint was not deliberately indifferent; and
4. if supportive measures were not provided to the complainant, why that was not clearly unreasonable in light of the known circumstances.

In conjunction with the superintendent, the Title IX coordinator shall also maintain for seven years all materials used to train the Title IX coordinator, investigators, decision-makers, and any person who facilitates an informal resolution process. These materials will be made publicly available on the school system's website.

Legal References: Title IX of the Education Amendments Act of 1972, 20 U.S.C. 1681 *et seq.*, 34 C.F.R. pt. 106; *Gebser v. Lago Vista Independent School District*, 524 U.S. 274 (1998); G.S. 115C-335.5; *Davis v. Monroe County Board of Education*, 526 U.S. 629 (1999); *Q&A on Campus Sexual Misconduct*, U.S. Department of Education, Office for Civil Rights (2017), available at <https://www2.ed.gov/about/offices/list/ocr/docs/qa-title-ix-201709.pdf>; *Dear Colleague Letter* (Title IX Coordinator) and *Title IX Resource Guide*, U.S. Department of Education, Office for Civil Rights (2015), both available at <https://www2.ed.gov/policy/rights/guid/ocr/title-ix-coordinators.html>; *Revised Sexual Harassment Guidance: Harassment of Students by School Employees, Other Students, or Third Parties*, U.S. Department of Education, Office for Civil Rights (2001), available at <https://www2.ed.gov/about/offices/list/ocr/docs/shguide.html>

Cross References: Title IX Nondiscrimination on the Basis of Sex (policy 1720/4030/7235), Title IX ~~Sexual Harassment~~Sex Discrimination Grievance Process (policy 1726/4036/7237), Alternative Learning Programs/Schools (policy 3470/4305), Staff-Student Relations (policy 4040/7310), Child Abuse and Related Threats to Child Safety (policy 4240/7312), Bullying and Harassing Behavior Prohibited (policy 4329/7311), Discrimination and Harassment Prohibited by Federal Law in the Workplace (policy ~~171072/4020/723032~~)

Adopted: August 12, 2020

Revised: January 11, 2021 (Legal references only); November 8, 2021 (Legal reference only)

## **INTERIM TITLE IX SEXUAL HARASSMENT/SEX DISCRIMINATION GRIEVANCE PROCESS**

*Policy Code: 1726/4036/7237*

The process provided in this policy is designed for those who believe that they have been discriminated against based on sex~~sexually harassed~~ in violation of policy 1725/4035/7236, Title IX ~~Sexual Harassment~~Sex Discrimination – Prohibited Conduct and Reporting Process and wish to file a formal complaint. School officials shall follow the grievance process established in this policy when responding to all formal complaints of ~~sexual harassment~~sex discrimination.

The superintendent is responsible for notifying students and their parents or legal guardians, employees, and applicants for employment of this policy and ensuring that each principal or site supervisor provides a copy of this policy to these persons.

### **A. DEFINITIONS**

All definitions in policy 1725/4035/7236, Title IX ~~Sexual Harassment~~Sex Discrimination – Prohibited Conduct and Reporting Process, are incorporated by reference and have the same meaning when used in this policy, including all references to "sexual harassment" in this policy.

The following additional definitions apply in this policy.

1. Investigator

The investigator is the school official responsible for investigating and responding to a formal complaint.

2. Decision-Maker

The decision-maker is the school official responsible for making a determination regarding responsibility in response to an investigation of ~~sexual harassment~~sex discrimination triggered by a formal complaint.

3. Investigative Report

The investigative report is a written account of the findings of the investigation conducted in response to a formal complaint.

4. Remedies

Remedies are individualized measures provided to a complainant designed to restore or preserve the complainant's equal access to the education program and activities of the school system when a respondent is found responsible for ~~sexual harassment~~sex discrimination.



Remedial measures available to a complainant following a determination of responsibility include counseling, mental health services referral, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, escort services, mutual or one-way restrictions on contact between the parties, changes in work locations, leaves of absence, increased security and monitoring, and other measures determined by school officials to be necessary to restore or preserve the complainant's equal access to the education program and activities, regardless of whether such measures impose a burden on the respondent or are punitive or disciplinary in nature.

#### 5. Disciplinary Sanctions

Disciplinary sanctions are consequences imposed on a respondent when the respondent is found responsible for sexual harassmentdiscrimination.

### B. FILING A FORMAL COMPLAINT TO INITIATE THE GRIEVANCE PROCESS

A formal complaint initiates the grievance process.

#### 1. Individuals Who May File a Formal Complaint

##### a. Eligible Complainants

Eligible individuals who believe that they have been harasseddiscriminated against in violation of policy 1725/4035/7236, Title IX Sexual HarassmentSex Discrimination – Prohibited Conduct and Reporting Process, may initiate the grievance process for alleged sexual harassmentdiscrimination by filing a formal written complaint with the Title IX coordinator. To be eligible to file a formal written complaint, the complainant must be participating in or attempting to participate in the education program or activities of the school system at the time of filing.

##### b. The Title IX Coordinator

If the complainant does not wish to file a formal complaint and the matter has not been adequately resolved through the provision of supportive measures, the Title IX coordinator may initiate the grievance process by signing a formal complaint. In accordance with law, only the complainant and the Title IX coordinator may initiate the grievance process; no other individuals or school officials shall have authority to do so.

#### 2. Time Period for Filing a Formal Complaint

There is no deadline for filing a complaint. A complaint should be filed as soon as possible after the conduct occurs, preferably within 30 days after the complainant becomes aware of the alleged sexual discriminationharassment, unless the conduct

forming the basis for the complaint is ongoing. School officials will initiate the grievance process regardless of when the formal complaint is submitted, but delays in reporting may significantly impair the ability of school officials to investigate and respond to the allegations.

In addition, in some circumstances it may be necessary for the Title IX coordinator to sign a formal complaint to initiate the grievance process in order to meet the school system's legal obligations when the coordinator is aware of ~~sexual harassment discrimination or alleged sexual harassment discrimination~~ and the complainant has not yet filed a formal complaint. The Title IX coordinator can do so at any time.

### 3. Contents of the Formal Complaint

The complaint should (1) contain the name and address of the complainant and the student's parent or guardian if the complainant is a minor student, (2) describe the ~~alleged sexual harassment discrimination~~, (3) request an investigation of the matter, and (4) be signed by the complainant or otherwise indicate that the complainant is the person filing the complaint.

### 4. How to File the Formal Complaint

The complaint may be filed with the Title IX coordinator in person, by mail, or by email. Complaint forms may be obtained from the Title IX coordinator or on the school system website.

### 5. School System's Response to Receipt of the Formal Complaint

- a. Upon receipt of a formal complaint of ~~sexual harassment discrimination~~, the Title IX coordinator shall engage in an interactive process with the complainant, consider the provision of supportive measures in light of the complainant's wishes, provide supportive measures as appropriate, and otherwise fulfill the requirements of Section D of policy 1725/4035/7236, Title IX Sex Discrimination Sexual Harassment – Prohibited Conduct and Reporting Process, unless the Title IX coordinator has already done so in response to an initial report of the same allegation of ~~sexual harassment discrimination~~.
- b. School officials reserve the right to consolidate formal complaints against more than one respondent, or by more than one complainant against one or more respondents, or by one party against the other party, where the allegations of ~~sexual harassment discrimination~~ arise out of the same facts or circumstances. The Title IX coordinator shall advise the complainant if the formal complaint will be consolidated with others.
- c. The formal complaint initiates the grievance process as described below.

## C. GENERAL PRINCIPLES OF THE GRIEVANCE PROCESS FOR FORMAL COMPLAINTS

To ensure a complete, thorough, and fair grievance process for formal complaints of ~~sexual harassment~~discrimination, school officials responsible for the investigation, adjudication, or appeal of a formal complaint of ~~sexual harassment~~discrimination shall comply with the following requirements. Failure by any school official to comply with these requirements or other standards or procedures established in this policy is cause for disciplinary action.

### 1. Equitable Treatment

Complainants and respondents must be treated equitably throughout the grievance process. Relevant evidence collected in the investigation of a formal complaint must be evaluated objectively. No individual designated as a Title IX coordinator, investigator, decision-maker, or appeal decision-maker will have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent. Credibility determinations will not be based on a person's status as a complainant, respondent, or witness.

The complainant and respondent shall be provided an equal opportunity to have others present during any grievance proceeding, including the opportunity to be accompanied to any related meeting or proceeding by the advisor of their choice, who may be an attorney. If a party elects to be represented by an attorney, the party should notify school officials in advance so that an attorney for the school system may also be present. Any restrictions on advisor participation in any proceeding must be applied equally to both parties.

The complainant and respondent will both be provided a description of the range of supportive measures available to them.

### 2. Adequate Training

The Title IX coordinator, and all persons serving as Title IX investigators, decision-makers, or appeal decision-makers shall receive training on what constitutes ~~sexual harassment~~discrimination, the scope of the school system's education program and activities, how to conduct an investigation and grievance process, and how to serve impartially, including by avoiding prejudgment of the facts at issue, conflicts of interest, and bias. Decision-makers will be trained on any technology to be used at a live hearing and on issues of relevance of questions and evidence.

Materials used to train coordinators, investigators, decision-makers, and appeal decision-makers will not rely on sex stereotypes and shall promote impartial investigations and adjudications of ~~sexual harassment~~discrimination. Copyright restrictions will be taken into consideration in selecting training materials in order to comply with the school system's legal obligation to make all training materials available on the school system's website.

3. Presumption of Non-Responsibility/Innocence

At all times prior to a determination regarding responsibility by the decision-maker, there will be a presumption that the respondent is not responsible for the alleged conduct.

4. Burden of Proof and Production of Evidence

The burden of proof and the burden of gathering evidence sufficient to reach a determination regarding responsibility will at all times rest on the school system and not on the complainant or respondent. Formal rules of evidence shall not apply in the grievance process.

5. Written Notice of Meetings and Other Proceedings

Parties whose participation is invited or expected at any hearing, investigative interview, or other meeting will be provided written notice of the event's date, time, location, participants, and purpose with sufficient time for the party to prepare to participate.

6. Confidentiality and Privacy

The school system will keep confidential the identity of any individual who has made a report or formal complaint of ~~sexual harassment~~discrimination, any complainant, any respondent, and any witness, except as may be permitted by FERPA, as required by law, or as necessary to carry out a Title IX proceeding. A violation of this provision may constitute retaliation.

All meetings, hearings, or other proceeding conducted pursuant to this policy will be private except to the extent that the parties are permitted to be accompanied by others as provided in subsection C.1 above.

School officials shall not access, consider, disclose, or otherwise use a party's medical, mental health, or other records that are made or maintained by a professional or paraprofessional in connection with the provision of treatment to the party without the party's voluntary written consent.

7. No Disclosure of Privileged Information

No person acting on behalf of the school system shall require, allow, rely upon, or otherwise use questions or evidence that constitute, or seek disclosure of, information protected under a legally recognized privilege, unless the person holding such privilege has waived the privilege.

## 8. Timeliness of Process

School officials shall make a good faith effort to conduct a fair, impartial grievance process in a timely manner designed to provide all parties with a prompt and equitable resolution. It is expected that in most cases, the grievance process will be concluded through the adjudication phase within 90 days after filing the formal complaint. The board reserves the right to extend this time frame or any deadline contained in this policy for good cause with written notice to the parties of the delay and the reason for the delay. Good cause may include but is not limited to the absence of the parties or witnesses, concurrent law enforcement activity, or the need for language assistance or accommodation of disabilities.

The Title IX coordinator or other responsible school official shall make reasonable efforts to keep the complainant and respondent apprised of progress being made during any period of delay.

## D. THE GRIEVANCE PROCESS FOR FORMAL COMPLAINTS: PART I – INVESTIGATION

### 1. Step 1 – Notice of Allegations

- a. Upon the filing of a formal complaint, the Title IX coordinator shall, within five school business days, provide the known parties written notice of the allegations that includes:
  - i. notice of the allegations of sexual harassment–discrimination in sufficient detail to permit the parties to prepare a response before any initial interview, including:
    - a) the identities of the parties involved, if known;
    - b) the conduct allegedly constituting sexual harassment–discrimination; and
    - c) the date and location of the alleged incident, if known;
  - ii. a copy of this policy to give notice of the school system's grievance process, including the investigative and adjudication procedures, and any informal resolution process available;
  - iii. notice that the parties may have an advisor of their choice and that either party may inspect and review any evidence;
  - iv. notice of the provision in board policy 4340, School-Level Investigations, that prohibits students and employees from knowingly making false statements or knowingly submitting false information during the grievance process; and

- v. a statement that the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility will be made at the conclusion of the grievance process.
- b. If during the investigation, the investigator decides to investigate allegations of ~~sexual harassment~~ discrimination not included in the initial notice provided above, notice of the additional allegations will be provided to the parties.

2. Step 2 – Review Grounds for Dismissal of the Formal Complaint

The Title IX coordinator shall review the allegations and determine whether the formal complaint must be dismissed without further investigation because the conduct alleged in the formal complaint, even if assumed true, would not constitute ~~sexual harassment~~ discrimination as defined in this policy, did not occur in the school system's education program or activities, or did not occur against a person in the United States. Such a dismissal does not preclude action under another provision of the Code of Student Conduct, board policy, or expected standards of employee behavior. The complaint will not be dismissed at this stage on the basis that the allegations are frivolous, without merit, or otherwise unfounded.

Upon a dismissal, the Title IX coordinator must promptly send written notice of the dismissal and reason(s) therefor simultaneously to the parties. The parties have the right to appeal the decision as provided in Section F.

The Title IX coordinator shall refer the matter that was the subject of the dismissed complaint to the principal for further action as warranted.

3. Step 3 – Initiating the Investigation

If the complaint may proceed, the Title IX coordinator shall notify the appropriate investigator, who shall investigate the formal complaint.

- a. In order to provide a neutral and objective investigation, the investigator shall not be a party to the complaint under investigation. The investigator of a formal complaint is ordinarily determined as described below; however, the Title IX coordinator, in consultation with the superintendent, may determine that conflict of interest, bias, or other individual circumstances warrant the assignment of a different investigator.
  - i. If the respondent is a student, the investigator is the principal or designee of the school with jurisdiction over the incident.
  - ii. If the respondent is an employee or applicant for employment, the investigator is the senior human resources official or designee.

- iii. If the respondent is neither a student nor an employee/applicant for employment, the principal of the school/site supervisor at which the complainant is enrolled or employed shall be the investigator.
  - iv. Notwithstanding the above designations, (1) if the respondent is the senior human resources official, the superintendent shall investigate the complaint; (2) if the respondent is the superintendent or a member of the board, the Title IX coordinator shall immediately notify the board chair who shall direct the board attorney to investigate, unless the board chair determines that outside counsel should be engaged to investigate.
- b. The investigator may request assistance from the Title IX coordinator to conduct the investigation.
  - c. The Title IX coordinator and the investigator shall jointly assess the need for supportive measures for either party, including assessing the effectiveness of any supportive measures currently being provided to the complainant, and, as necessary, will implement appropriate measures in a timely manner and monitor the effectiveness of the measures during the pendency of the investigation and prior to a final determination regarding responsibility. Supportive measures provided to the complainant or respondent will be maintained as confidential to the extent that maintaining such confidentiality does not impair the ability to provide the supportive measures.
  - d. The investigator shall explain the process of the investigation to the complainant and respondent.
4. Step 4 – Conducting the Investigation

The investigator is responsible for gathering evidence sufficient to reach a determination of whether the allegations in the formal complaint are true and whether the facts as determined by the investigator establish that sexual harassment discrimination as defined in this policy occurred. In so doing, the investigator shall impartially, promptly, and thoroughly investigate the complaint.

- a. The investigator shall interview all individuals who may have relevant information, including (1) the complainant; (2) the respondent; (3) individuals identified as witnesses by the complainant or respondent; and (4) any other individuals who are thought possibly to have relevant information. Prior written notice shall be provided to a party whose participation is invited or expected for any investigative interview or meeting in accordance with subsection C.5 above. The investigator shall provide the complainant and respondent an equal opportunity to present fact

and expert witnesses and other evidence tending to prove or disprove the allegations.

- b. The investigator shall ensure that the burden of gathering evidence sufficient to reach a determination regarding responsibility rests on the school system and not on the complainant or respondent.
- c. The investigator shall not restrict the ability of either party to gather and present relevant evidence or to discuss the allegations under investigation.
- d. The formal complaint and the investigation will be kept confidential to the extent possible. Information may be shared only with individuals who need the information in order to investigate and address the complaint appropriately and those with a legal right to access the information. Any requests by the complainant or respondent for further confidentiality will be evaluated within the context of the legal responsibilities of the school system.

The investigator may, with approval of the Title IX coordinator, dismiss the formal complaint or any allegations therein if at any time during the investigation or decision-making process: (1) the complainant notifies the Title IX coordinator in writing that he or she would like to withdraw the formal complaint or any allegations therein; (2) the respondent is no longer enrolled or employed by the school system; or (3) specific circumstances prevent school officials from gathering evidence sufficient to reach a determination as to the formal complaint or allegations therein. Upon dismissal, the Title IX coordinator shall promptly send written notice of the dismissal and reason(s) therefor simultaneously to the parties. The parties have the right to appeal the decision as provided in Section F.

The investigator may consider the matter that was the subject of the dismissed complaint for action in accordance with board policy for violation of other expected standards of student or employee behavior.

5. Step 5 – Investigative Report and Opportunity to Review Evidence

- a. The investigator shall prepare an investigative report that fairly summarizes the relevant evidence.
- b. Before completing the final report, the investigator shall send to each party and the party's advisor, if any, in hard copy or electronically, all the evidence collected which is directly related to the allegations raised in the formal complaint. The parties shall have 10 days to submit a written response for the investigator's consideration before the investigator finalizes the investigative report.



- c. Following the parties' opportunity to respond to the written evidence, the investigator shall finalize the written investigative report, including a recommendation on the question of responsibility and any recommended discipline sanction.
- d. The investigator shall provide a copy of the report to each party and the party's advisor, if any, for their review and written response. The investigator shall also notify the parties of the opportunity to submit written questions to the other party and witnesses as provided in subsection E.2 below. The parties shall have 10 days to provide a written response to the investigative report, along with the party's initial set of written questions.
- e. The investigator shall provide to the decision-maker a copy of the investigative report, the relevant evidence, and the parties' written responses to the report and initial sets of written questions.

The investigator shall also provide a description of the procedural steps taken, starting with the receipt of the formal complaint and continuing through the preparation of the investigative report, and including any notifications to the parties, interviews with parties and witnesses, site visits, and methods used to gather other evidence.

#### **E. THE GRIEVANCE PROCESS FOR FORMAL COMPLAINTS: PART II – ADJUDICATION**

The superintendent or designee (hereinafter "superintendent") shall serve as the decision-maker. In his or her role as decision-maker, the superintendent shall provide for the exchange of questions between the parties and a decision on responsibility in a manner consistent with state law and as provided below.

##### **1. Step 1 – Exchange of Questions and Answers**

After the parties are sent the investigative report, the superintendent shall provide the parties an opportunity to submit written, relevant questions that the party wants asked of any other party or witness, provide each party with the answers, and allow for additional, limited follow-up questions from each party in accordance with a reasonably prompt time frame established by the superintendent. The parties shall submit their initial set of written questions at the time they submit their response to the investigative report as described in subsection D.5.d above.

- a. Questions and evidence about the complainant's sexual predisposition or prior sexual behavior will be considered not relevant, unless such questions and evidence about the complainant's prior sexual behavior are offered to prove that someone other than the respondent committed the conduct alleged by the complainant, or if the questions and evidence concern specific incidents of the complainant's sexual behavior with respect to the respondent and is offered to prove consent.

- b. The superintendent must explain to the party proposing the questions any decision to exclude questions as not relevant.

2. Step 2 – Decision on the Question Regarding Responsibility

Following the exchange of questions as described above, the superintendent shall decide the question regarding responsibility, any disciplinary action/ recommendation of disciplinary action, and any other measures the superintendent deems appropriate. The superintendent shall consider all the relevant evidence objectively, including evidence in the investigative report and any additional information provided by the parties through the exchange of questions and responses as provided in subsection E.1 above.

Based on an objective evaluation of the evidence, the superintendent shall determine whether the preponderance of the evidence supports a finding that the respondent is responsible for sexual harassment-discrimination in violation of board policy, and if so, what disciplinary sanction will be imposed or recommended. Remedies will be provided to the complainant if the respondent is found responsible.

3. Step 3 – Written Determination Regarding Responsibility

The superintendent shall issue a written determination regarding responsibility simultaneously to both parties that includes:

- a. identification of the allegations potentially constituting sexual harassment discrimination under board policy;
- b. a description of the procedural steps taken from the receipt of the formal complaint through the determination, including any notifications to the parties, interviews with parties and witnesses, site visits, methods used to gather other evidence, and hearings held;
- c. findings of fact supporting the determination;
- d. conclusions regarding the application of board policy and/or the Code of Student Conduct or expected standards of employee behavior to the facts including whether the respondent engaged in prohibited sexual harassment discrimination or other proscribed conduct;
- e. a statement of, and rationale for, the result as to each allegation, including a determination regarding responsibility, any disciplinary sanctions imposed on the respondent (which may be a recommendation to the board for discipline that is beyond the authority of the superintendent or other decision-maker), and whether remedies designed to restore or preserve

equal access to the school system's education program and activities will be provided to the complainant;

- f. the procedures and permissible bases for the complainant and respondent to appeal; and
- g. any other notices that are required to accompany the decision under state law, such as when the superintendent imposes a long-term suspension or recommends dismissal of an employee.

**F. GRIEVANCE PROCESS FOR FORMAL COMPLAINTS: PART III – APPEAL**

The parties shall have the right to appeal to the board of education the determination regarding responsibility, any disciplinary sanctions imposed on the respondent, and any dismissal of a formal complaint or any allegations therein. If a party appeals both the determination regarding responsibility and the disciplinary sanctions imposed, both matters will be heard by the board at the same time. If both parties appeal, the appeals will be heard at the same time.

The standard for review upon appeal to the Board of Education shall be a preponderance of the evidence.

**1. Deadline and Grounds for Appeal**

Either party may appeal by submitting a request in writing to the superintendent within three school business days of receiving the determination regarding responsibility, unless the party is entitled to a longer appeal period under state law or board policy. Any longer appeal period applicable to one party shall apply equally to the other party. The grounds for appeal may be any of the following:

- a. procedural irregularity that affected the outcome of the matter;
- b. new evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter;
- c. the Title IX coordinator, investigator, or decision-maker had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that affected the outcome of the matter;
- d. the disciplinary sanction is inappropriate or unreasonable; or
- e. any other basis provided by law or board policy governing appeals to the board.

In cases where disciplinary sanctions against the respondent include a Superintendent's recommendation for expulsion under G.S. §115C-390.11, the Board is required by law to consider the matter as set forth in state law and Policy 4353. The Superintendent is responsible for notifying the Board of his/her recommendation to expel under G.S. §115C-390.11 regardless of whether any party files an appeal to the Board under this Policy. If either party files an appeal, the Board's consideration of the Superintendent's recommendation for expulsion shall also serve as the appeal.

2. Notice of the Appeal

In all appeals, the other party will be notified in writing when an appeal is filed and be provided a copy of the appeal.

3. Appeal Procedures

- a. The board will hear the appeal unless otherwise required by law. The board may designate a panel of two or more board members to hear and act on behalf of the board.
- b. Appeal procedures will be implemented equally for both parties and will follow the procedures in policy 2500, Hearings Before the Board, modified as necessary to allow equal participation of the parties.

If the appeal includes an appeal of a disciplinary sanction, the procedures in policy 4370, Student Discipline Hearing Procedures; policy 7940, Classified Personnel: Suspension and Dismissal; or policy 7930, Professional Employees: Demotion and Dismissal, shall also apply as applicable.

- c. After the notice of appeal is provided, both parties will be given 10 days to submit a written statement in support of, or challenging, the outcome. If the basis of the appeal is newly available evidence affecting the outcome, the party shall submit such evidence or a summary of such evidence along with the party's written statement.
- d. The board will review the record and the written argument of the parties submitted on appeal, determine whether additional information is needed from any party, and take any other steps that the board determines to be appropriate in order to respond to the appeal.

4. Decision on Appeal

- a. After considering the record and written statements of the parties, the board will determine whether the grounds for the appeal have been substantiated.

- b. If substantiated, the board will determine the appropriate response, which may include a remand for a new investigation, a new decision, or both, or such other action as the board determines is needed to correct the error in the original proceedings.
- c. The board will provide a written decision describing the results of the appeal and rationale for the result within thirty days after receiving the appeal unless the decision is delayed for good cause. The written decision will be provided simultaneously to both parties.
- d. In the event of a superintendent's recommendation for expulsion, the board will provide a written decision in accordance with state law and F(4)(c) of this section.

5. When the Decision Becomes Final

If an appeal is timely filed, the determination regarding responsibility becomes final at the conclusion of the appeal process. However, if the decision on appeal is remand, the determination regarding responsibility does not become final until that process, including any appeal of the proceedings on remand, is concluded. If an appeal is not filed, the determination regarding responsibility becomes final after the three-day appeal period.

The superintendent shall ensure that a copy of the final decision is provided to the Title IX coordinator and shall confer with the Title IX coordinator regarding any remedies to be provided to the complainant, as described in subsection G.4 below.

**G. DISCIPLINARY CONSEQUENCES, REMEDIES, AND OTHER RESPONSES FOR SUBSTANTIATED SEXUAL HARASSMENT DISCRIMINATION**

1. Disciplinary Consequences for Students

Disciplinary consequences for substantiated sexual harassment discrimination will be assigned in accordance with the Code of Student Conduct. Based on the nature and severity of the offense and the circumstances surrounding the incident, the student will be subject to appropriate consequences and remedial actions ranging from positive behavioral interventions up to, and including, expulsion. In addition, the conduct also may be reported to law enforcement, as appropriate.

A student recommended for a long-term suspension or expulsion will have all applicable rights accorded by board policy and state law. A student with disabilities will have all rights accorded by law, including the right to a manifestation hearing before the imposition of a suspension or emergency removal exceeding 10 cumulative days in a school year.

This policy will not be construed to allow school officials to punish student expression or speech based on undifferentiated fear or apprehension of a disturbance or out of a desire to avoid the discomfort and unpleasantness that may accompany an unpopular viewpoint. However, false or malicious complaints of ~~sexual harassment~~ discrimination and false statements made in bad faith in the course of any grievance proceeding conducted pursuant to this policy are subject to disciplinary action.

Nothing in this policy will preclude the school system from taking disciplinary action against a student when the evidence does not establish ~~sexual harassment~~ discrimination as defined in this policy but the conduct violates other board policy and/or the Code of Student Conduct.

2. Disciplinary Consequences for Employees

Substantiated ~~sexual harassment~~ discrimination by employees is subject to discipline up to and including dismissal. In addition, the conduct may also be reported to law enforcement, as appropriate.

An employee recommended for suspension, demotion, or dismissal shall have all applicable rights accorded by board policy and state law.

Nothing in this policy will preclude the school system from taking disciplinary action against an employee when the evidence does not establish ~~sexual harassment~~ discrimination as defined in this policy, but the conduct violates other board policy or expected standards of employee behavior.

3. Consequences for Other Perpetrators

Volunteers and visitors who engage in ~~sexual harassment~~ discrimination will be directed to leave school property and/or be reported to law enforcement, as appropriate, in accordance with policy 5020, Visitors to the Schools. A third party under the supervision and control of the school system will be subject to termination of contracts/agreements, restricted from access to school property, and/or subject to other consequences, as appropriate. Nothing in this policy will be construed to confer on any third party a right to due process or other proceedings to which student and employee respondents are entitled under this policy unless such right exists under law.

4. Remedies

At the conclusion of the grievance process, the superintendent or other decision-maker shall confer with the Title IX coordinator to determine the remedies to be provided to the complainant when the respondent is found responsible for ~~sexual harassment~~ discrimination. The Title IX coordinator shall consult with the complainant in determining appropriate remedies.

The Title IX coordinator shall be responsible for the effective implementation of the remedies to be provided to the complainant.

5. Consideration of Need for More Extensive Response

If the superintendent determines that a school-wide or system-wide response is needed in order to respond to the sexual ~~harassment~~ discrimination in a way that is not clearly unreasonable under the circumstances, the superintendent shall provide additional staff training, harassment prevention programs, or such other measures as determined appropriate to protect the safety of the educational environment and/or to deter sexual ~~harassment~~ discrimination.

**H. INFORMAL RESOLUTION**

The board provides informal resolution processes to resolve some formal complaints of sexual ~~harassment~~ discrimination without a full investigation and adjudication. Informal resolution is not available unless a formal complaint is filed and will not be used to resolve formal complaints alleging that an employee ~~harassed~~ discriminated against a student based on sex. Further, school officials shall never condition an individual's enrollment, employment, or other rights on an agreement to waive the individual's right to a formal investigation and adjudication of a formal complaint.

The Title IX coordinator, or other school official in consultation with the Title IX coordinator, may offer the parties an informal process to resolve a formal complaint at any time prior to reaching a final determination regarding responsibility. Before using an informal resolution process, school officials must ensure that both parties have given voluntary, informed, written consent to attempt informal resolution. Accordingly, the Title IX coordinator, investigator, or decision-maker shall:

1. provide the parties (including the parent of a minor) a written notice disclosing:
  - a. the allegations;
  - b. the nature and requirements of the informal resolution process, including that if the parties agree to a resolution of the matter, the agreement precludes either party from resuming a formal complaint process arising from the same allegations; and
  - c. any consequences that could result from participating in the informal resolution process, including whether records will be maintained and could be shared; and
2. obtain the parties' voluntary, written consent to the informal resolution process.

Any agreement reached by the parties through informal resolution may include measures that are designed to restore or preserve the parties' equal access to the education program and activities, including measures that may be punitive or disciplinary in nature.

Any informal process should be completed within a reasonable period of time, not to exceed 60 days from filing the complaint unless special circumstances necessitate more time. At any time prior to agreeing to a resolution, any party has the right to withdraw from the informal resolution process and resume the grievance process with respect to the formal complaint.

#### **I. RETALIATION PROHIBITED**

Any act of retaliation or discrimination against any person for the purpose of interfering with any right or privilege secured by Title IX or because the person has made a report or filed a formal complaint or testified, assisted, or participated or refused to participate in any investigation, proceeding, or hearing involving ~~sexual harassment~~ discrimination is prohibited. Any person who is found to have engaged in retaliation will be subject to discipline, up to and including dismissal. Acts of retaliation may also be subject to policy 1760/7280, Prohibition Against Retaliation.

Complaints alleging retaliation are to be treated as claims of sex discrimination and may be filed in accordance with policy 1720/4030/7235, Title IX Nondiscrimination on the Basis of Sex.

#### **J. RECORDS**

The superintendent or designee shall maintain for a period of seven years records of the following:

1. each ~~sexual harassment~~ discrimination investigation including:
  - a. any determination regarding responsibility;
  - b. any audio or audiovisual recording or transcript from any live hearing;
  - c. any disciplinary sanctions imposed on the respondent; and
  - d. any remedies provided to the complainant designed to restore or preserve equal access to the school system's education program and activities.
2. any appeal and the result therefrom;
3. any informal resolution and the result therefrom; and
4. in conjunction with the Title IX coordinator, all materials used to train Title IX coordinators, investigators, decision-makers, and any person who facilitates an



informal resolution process. These materials will be made publicly available on the school system's website.

Legal References: Family Educational Rights and Privacy Act, 20 U.S.C. 1232g; Title IX of the Education Amendments Act of 1972, 20 U.S.C. 1681 *et seq.*, 34 C.F.R. pt. 106; *Gebser v. Lago Vista Independent School District*, 524 U.S. 274 (1998); *Davis v. Monroe County Board of Education*, 526 U.S. 629 (1999)

Cross References: Title IX Nondiscrimination on the Basis of Sex (policy 1720/4030/7235), Title IX ~~Sexual Harassment~~ Sex Discrimination – Prohibited Conduct and Reporting Process (policy 1725/4035/7236), Prohibition Against Retaliation (policy 1760/7280), Hearings Before the Board (policy 2500), School-Level Investigations (policy 4340), Student Discipline Hearing Procedures (policy 4370), Visitors to the Schools (policy 5020), Discrimination and Harassment ~~in the Workplace~~ Prohibited by Federal Law (policy 1710/4020/7230~~7232~~), Professional Employees: Demotion and Dismissal (policy 7930), Classified Personnel: Suspension and Dismissal (policy 7940)

Adopted: August 12, 2020

Revised: January 11, 2021 (Legal references only); November 8, 2021 (Legal reference only)

**Agenda**  
**Calendar Committee Meeting**  
**5 September 2024**  
**3:45P WHS Room 2202**

**Attendance:** Dr. Wayne Eberle - Chairman (CO), Natasha Lyons - Minutes Taker (VC), Pace Cooper (Mabel), Claudine Lovins (HP), James P. Priest (WHS), Melissa VanLenten (PKY), Kim Shockey (VC Parent Rep.), Brooks Moretz (GV), Jennie Weschier (GV), Tonya Ward (BR), Kylie Bolick (CC), Rebecca Pitts (HP), Jana Yount (VC), Melody Cook (Bethel), Pam West (Bethel), McKenzie Morgan (Pam West's Student Teacher - Bethel), Marshall Ashcraft (BOE), Char Chiarolanzio (PKY), Scott Stricklet (WHS/WIA), Annie Johnson (Mabel), Dr. Chris Blanton (CO)

**Welcome, Introductions and Sign-In**

- Call to Order
  - Meeting called to order by Dr. Wayne Eberle at 3:49pm
  - Minutes Recorded by Natasha Lyons
- All present members introduced themselves and the school they represent
- Dr. Wayne Eberle went over the purpose of the committee and what the task of the committee is.

**Information Sharing:**

- Timeline for creating the 2025-2026 Calendar
  - Dr. Wayne Eberle: We have a meeting today and the rest of our meeting are as follows: September 26, October 17 and November 14 beginning at 3:45P. We hope to have a calendar ready to be presented to the Board of Education by the December meeting if at all possible. *\*\*BOE Meeting is December 9th at 6P at the Central Office\*\**
  - Dr. Wayne Eberle paused for any questions about the timeline.
    - No questions were asked.
- School Calendar Legislation, Waiver (No Waivers to be granted this year only "good cause" for start and end dates), and Guidelines (student days, holidays, workdays for teachers = 215 required days); Watauga county has received a weather waiver for SY 25-26 to begin on August 18, 2025.
  - Dr. Wayne Eberle reviewed the calendar legislation and added additional information if applicable for Watauga County Schools
    - School Calendars must meet the following requirements:
      - Start date no earlier than the Monday closest to August 26 and end date no later than the Friday closest to June 11 (unless a weather related calendar waiver has been approved, year-round school, charter school or cooperative innovative high school.) If waiver is

approved the start date can be no earlier than the Monday closest to August 19.

- Watauga County Schools has an approved weather waiver and will start with students on August 18, 2025.
  - There are no educational purpose waivers for exemption of the opening and/or closing dates.
  - All schools within the district must be closed all day for purposes of determining eligibility for a weather related waiver (delayed starts or early dismissals of two or more hours no longer apply).
  - Covers at least nine calendar months.
  - Must have a minimum of 185 days OR 1,025 hours of instruction.
    - Watauga County builds a 180 day calendar.
  - Must have at least nine (9) teacher workdays.
  - Local Boards shall designate two (2) workdays on which teachers may take accumulated vacation leave. Local Boards may designate the remaining workdays as days teachers may take accumulated vacation leave.
  - Have a minimum of ten (10) annual vacation leave days.
  - Have the same or an equivalent number of legal holidays occurring within the school calendar as those designated by the State Personnel Commission for State employees.
  - School shall not be held on Sunday.
  - Veterans Day shall be a holiday for all public school personnel and for all students enrolled in the public schools.
- History of Inclement Weather Days/ Start and End Dates in WCS
    - Dr. Wayne Eberle noted where to find the historical inclement weather days as well as the start and end dates in WCS
  - Guidelines for Inclement Weather Days and Staff Time
    - Dr. Wayne Eberle noted where to find guidelines for staff when an inclement weather day has been called.
  - School Closings Due to Inclement Weather and Other Emergencies Requirements and Procedures
    - The school calendar shall include a plan for making up days and instructional hours missed when schools are not opened due to inclement weather and may include the use of remote instruction.
    - If school is closed early due to inclement weather, the day and the scheduled amount of instructional hours shall count toward the required minimum number of days and instructional hours.

- If school buses are en route to schools when school is canceled for the day, then the day and instructional hours scheduled for that day will count toward the required minimum.
- Inclement Weather Make-Up Days
  - A local board may revise the previously-scheduled closing date of a school or PSU if necessary to comply with the minimum requirements for instructional days or instructional time. Make-up days may not be held on Sundays or Veterans' Day. The revised closing date for students shall be no later than the Friday closest to June 11.
- Dr. Wayne Eberle paused for any questions.
  - No questions were asked.

#### **Discussion of Priorities from past meetings:**

- Dr. Wayne Eberle went over priorities from past meetings that have been discussed as a starting point for discussions of the 2025-2026 calendar
  - WHS is willing to reduce number of days in 1<sup>st</sup> semester to as low as 84 to ensure 1<sup>st</sup> semester testing occurs or may begin before holiday break: *SY 24-25 first semester testing will occur following the holiday break due to the limited number of days achieved with an August 19th start date/ likely testing will occur following the holiday break for SY 25-26 as well*
  - One full week at Spring Break
  - Easter at the beginning of Spring Break (Easter is 5 April 2026)
  - Support the use of Saturday school as early as possible (Note- Remote Days may significantly reduce to need for this option in the future)

#### **Consideration/consensus on calendar choices/ options- what works and what does not**

- Dr. Wayne Eberle presented a printed copy of the initial starting point for a 2025-2026 calendar for discussion purposes.
  - Start with presented calendar as template with the following options to consider:
    - Dr. Wayne Eberle presented to the present members that if we took out the Sept. 17th PD day, Oct. 20th workday at the end of the first nine weeks, and change the Nov. 26th from an Optional Teacher Workday to an Early Release student day which we could entertain ending the first semester before the Holiday Break.
      - Discussion surrounding this possibility has had and topics brought up was the correlation with Caldwell classes and exams having the possibility to be pushed back after break due to inclement weather if we scheduled them before break for WHS.

- Members present didn't seem to want to entertain this possibility at this time.
- Other features of the calendar were gone over including: Mandatory workdays, optional teacher workdays, PD days, Holidays, Winter break and Spring break.
  - Questions regarding the Spring PD Day
    - On the presented calendar there is not a Spring PD day but there is an Optional Teacher Workday notes on March 23rd.
    - A Spring PD day is not required.
    - If we added a Spring PD day, it would move the last day of school on the presented calendar to Monday, June 1 and would take away an optional teacher workday from the end of the year unless a "No Day" is called which would push the entire calendar back a day.
    - Since we have a workday on the 23rd of March and then Spring Break not too long after, the present members felt no PD day in the Spring is needed at this time but it will be a point of discussion with stakeholders.
- Wednesday before Thanksgiving either Early Release or Optional WD
- First semester will not end until after the holiday break- this is due to the "good cause" waiver and earliest start date being pushed up to Aug 18 (we dealt with this last year and before that it was SY 16-17 due to the rotation of the calendar)

#### **Next Steps for sharing with faculties, parent groups, community members**

- Share the calendar with the stakeholders as well as meeting minutes to get feedback on the presented calendar.

#### **Questions/Concerns**

- Dr. Wayne Eberle asked for any questions.
  - James (WHS): Where can I access the minutes to send out to the staff at the high school?
    - Dr. Wayne Eberle: We will send out the minutes and you are welcome to forward them on to the staff as well as the presented calendar.

Next Calendar Committee meeting dates: September 26, October 17 and November 14 beginning at 3:45P. \*\*BOE Meeting is December 9th at 6P at the Central Office\*\*

Historical Information:

SY 12-13 180 days/ 1129 hrs.

SY 13-14 179 days/ 1120 hrs.

SY 14-15 178 days/ 1132.5 hrs.

SY 15-16 180 days/ 1131 hrs.

SY 16-17 180 days/ 1149 hrs.

SY 17-18 175 days/ 1080 hrs.

SY 18-19 180 days/ 1132 hrs.

SY 19-20 167 days/ 1061.5 hrs. (F2F/ Remote) COVID-19

    \*\*13 March 2020- completed 123 days/ 775.5 hrs. before moving into remote

SY 20-21 180 days/ 1148 hrs.

SY 21-22 180 days/ 1156 hrs.

SY 22-23 179 days/ 1145.5 hrs.

SY 23-24 180 days/ 1142 hrs.

Motion to adjourn meeting was moved by Natasha Lyons (VC) and seconded by James Priest (WHS). Meeting Adjourned at 4:47pm on September 5, 2024.