

JACKSON COUNTY PUBLIC SCHOOLS
Regular Business Meeting
January 21, 2025 – 6:00 p.m.
Smokey Mountain Elementary School

AGENDA

- I. JACKSON COUNTY BOARD OF EDUCATION**
 - A. Call to Order (Wes Jamison, Chairman)
 - B. Pledge of Allegiance – SMES students will recite the pledge in Cherokee and English led by Mr. Bob
 - C. Approve Agenda

- II. SPECIAL PRESENTATION (Tim Kurr, Principal SMES)**
 1. SMES Year in Review
 2. SMES Student Leaders – Future City and Clubs
 3. SMES Advance Band performance led by Mr. McGrew

- III. SPECIAL RECOGNITION (Dr. Dana L. Ayers, Superintendent)**
 1. Emma Maney – NCCAT Beginning Teacher of the Year Finalist
 2. Shaina Pippio and Sara Plaster – Successful completion of NCASBO Treasurers Academy
 3. Exceeded Growth Teachers: SMES – Cheryl Saavedra and Tonya Pruett; SCES – Taylor Medford, Sarah Jenkins, and Michelle Long.
 4. Superintendent’s 2024 Holiday Card Winners – Kayla Kopak, CVES 8th Grade and Marijane Tafoya, SMES 6th Grade.

- IV. CONSENT ACTION AGENDA (Wes Jamison, Chairman)**
 - A. Open Session Minutes of Regular Meeting on December 17, 2024

- V. INFORMATION**
 - A. Superintendent’s Report (Dr. Dana L. Ayers, Superintendent)
 - B. Jackson Community School Discussion (Dr. Dana L. Ayers, Superintendent)
 - C. Capital Projects Update (Jake Buchanan, Deputy Superintendent)
 - D. Unaudited Financial Summary (Kristie Walker, Chief Financial Officer)

- VI. OPEN SESSION FOR PUBLIC COMMENTS**

Sign up to speak before meeting. • Designed for school board to listen.
Time to speak limited to 3 minutes • Complaints about individual employees or students prohibited.

- VII. ACTION AGENDA**
 - A. Budget Amendments (Kristie Walker, Chief Financial Officer)
 - B. 2025-2026 School Calendar Approval (Dr. Dana L. Ayers, Superintendent)
 - C. School Nutrition Procurement Plan Approval (Laura Cabe, School Nutrition Director)
 - D. Purchase 300 Student Computers Request (Greg Stewart, Chief Technology Officer)
 - E. Policy Updates (Jake Buchanan, Deputy Superintendent)

Final Reading:

1. Reporting to External Agencies (5150)

Rescind:

1. Interim Title IX Discrimination – Prohibited Conduct and Reporting Process (1725/4035/7236)
2. Interim Title IX Sex Discrimination Grievance Process (1726/4036/7237)

Update:

1. Title IX Sexual Harassment – Prohibited Conduct and Reporting Process (1725/4035/7236)
2. Title IX Sexual Harassment Grievance Process (1726/4036/7237)

Technical Correction:

1. Testing and Assessment Program (3410)

F. Field Trips (Dr. Dana L. Ayers, Superintendent)

1. Cullowhee Valley Elementary School, Grade 8 – Charleston, SC, April 29, 2025, to May 1, 2025, TT10137.
2. Fairview Elementary School. Grade 5 – Dollywood, Pigeon Forge, TN, April 9, 2025, TT10133.
3. Fairview Elementary School, Grade 6 – Camp Kanuga, Hendersonville, NC, April 28 to 30, 2025, TT10128.
4. Jackson County Early College, Grades 9 to 12 – Dollywood, Pigeon Forge, TN, April 8, 2025, TT10155.
5. Jackson County Early College, Grades 10 to 12 – UNC College Tour, Winston-Salem, NC, March 21-22, 2025, TT10164.

VIII. CLOSED SESSION – Pursuant to G.S. 143.318.11 for the following purposes: under subsection; (a) (1) to prevent the disclosure of privileged or confidential personnel information pursuant to G.S. 115C-319-321 and (a) (3) to discuss matters protected by the attorney-client privilege.

IX. PERSONNEL ACTION AGENDA

Announcements:

The next regularly scheduled business meeting of the Board of Education is February 25, 2025, at 6:00 p.m., at Fairview Elementary School, 251 Big Orange Way, Sylva, NC.

X. ADJOURNMENT

**Jackson County Board of Education
Minutes of Regular Meeting
Smoky Mountain High School
Sylva, North Carolina**

100 Smoky Mountain Drive, Sylva, NC

December 17, 2024

6:00 p.m.

The Jackson County Board of Education held their regular session on Tuesday, December 17, 2024, at 6:00 p.m., in the Auditorium of Smoky Mountain High School, 100 Smoky Mountain Drive, Sylva, North Carolina. The following members were present:

Wes Jamison, Chairman
Abigail Clayton, Vice-Chair
Kim Moore
Dr. Lynn Dillard
Gayle Woody

Also present were Dr. Dana L. Ayers, Superintendent; Jacob Buchanan, Deputy Superintendent; Mike Vetter, Director of Human Resources; Greg Stewart, Chief Technology Officer; Ashley Leonard, School Board Attorney; and Cora Fields, Board Assistant.

CALL TO ORDER

Chairman Wes Jamison called the business meeting to order.

Jesse Kennedy, SMHS 11th Grade Student, led the Pledge of Allegiance.

The Smoky Mountain High School Choral Department sang the National Anthem.

APPROVAL OF AGENDA

Upon a motion by Mrs. Abigail Clayton and seconded by Mrs. Kim Moore, the board voted unanimously to approve the Agenda.

SPECIAL PRESENTATION

Mr. Joey Robinson, SMHS Principal introduced the following staff and students:

1. SMHS Advance Choral Students performed White Christmas under the direction of Katy Morden - Abby Fisher, Aidan Steins, Drew Callaghan, Thomas Tant, Maya Campbell, Abbi Stevenson, Tatum Griffin, Sades Carroll, Parker Hughes, Aniya Metcalf, Devlin Bright, Elle Williamson, Katie Carpenter, Maddy Thomas, Lillyanna Hall.
2. SMHS Graduate Skyler Tamaro discussed the benefits of the JROTC Program.
3. PGC Presentation - introduced by Mrs. Cecilia Ruth Marcus, Mrs. Kim Bryson, and Mrs. Stacy Macke. Students: Parker Hughes, Ava Krauss, Anna Buenting.

SPECIAL RECOGNITION

Dr. Dana L. Ayers, Superintendent recognized the following staff members and schools:

1. Exceeded Growth Teachers: BREC - Nickalus Pressler; SMHS - Katie Ray, Mark Stiffler, Daphne Hughes, Kaila Day - CTE teacher, Melissa Haigler - CTE teacher, Craig McElroy - CTE teacher, Martha Smith - CTE teacher.
2. State Board of Education School Recognitions – JCEC, SMHS, SMES, BRS, JCS, SCES.

CONSENT ACTION AGENDA

Action: *Upon a motion by Mrs. Abigail Clayton and seconded by Mrs. Kim Moore, the board unanimously approved the consent action agenda:*

- A. Draft Open Session Minutes of Regular Meeting of November 19, 2024.

INFORMATION AGENDA

- A. **Agenda Item:** Superintendent's Report
Presenter: Dr. Dana Ayers, Superintendent

Dr. Ayers reported on the following:

1. We are excited to have our last Board meeting of the 2024 calendar year at Smoky Mountain High School. Thank you, Mr. Robinson and staff, for accommodating us for this meeting.
2. This is a big week for high school students and staff as exams began yesterday. It is important for our students to do their very best to show how much they have learned during this first semester.
3. November and the first few weeks of December have been busy with athletics, Christmas band and choral concerts, theater productions, family nights and many other events. This past week we hosted a JROTC night for interested students and families from SMHS and JCEC. It was an outstanding turnout with 30 students, family and community members in attendance. As of today, there are 21 students registered for the spring semester and more are likely to be enrolled as schedule changes are allowed during the first few days of any semester. We also introduced our instructors, LTC William Carter, who is unable to attend tonight, and SFC Jason Tremko who is in attendance this evening.
4. The infant/toddler class at Scotts Creek School has been a huge success and blessing to families and our employees. However, we are seeking an additional teacher assistant for the class at this time. Anyone interested can contact Cassie Rogers, Laura Dills or apply online at <https://www.jcpsnc.org/departments/human-resources>.
5. As we look forward to several new building projects, a team is going to visit two middle schools in January. This team consists of JCPS leadership, building administrators, a board member from the board of education and county commissioners and our county manager. We will visit a school constructed by the hired architect, Pinnacle, and another school with excellent academics. JCPS will also be hosting two middle school parent/community information forums. The first will take place on January 13th in the Burrell building at SCC and the second on January 14th at SMES. The purpose of these forums is to gather input around the new middle school. Food, childcare and translation services will be provided at both events. To have an accurate count of attendees and meals needed, please register with the QR code shared via Remind and on social media.
6. I want to recognize the wonderful school nutrition staff and the many, many volunteers who made our Thanksgiving luncheon on November 21st a success. We served ~5000 meals on a

single day and it was a sight to behold. Laura Cabe and her team, along with district office staff, principals, assistant principals and community members ensured that everyone was fed a delicious meal while having the opportunity to fellowship. Sincerest of gratitude to all who supported our cafeterias.

7. Lastly, there will be no school for students from December 23rd through January 3rd. Students return on Monday, January 6th to begin the second semester. We are all looking forward to a much needed and well-deserved break.

B. Agenda Item: Jackson Community School Discussion

Presenter: Dr. Dana L. Ayers, Superintendent

Dr. Ayers led a discussion concerning the status of Jackson Community School. Due to decreases in enrollment and the cost of operating this program at its present location, the board discussed several options – 1) JCS remaining at its current location in its current format. 2) Relocating JCS to the campus of SMHS for high school and SMES for middle school. 3) Remaining at its current location with a revitalization of strategies for an alternative school model. The board agreed that additional discussion and community input is critical to the change process. A special-called board meeting will be held to receive input from the staff, students, parents and the community.

C. Agenda Item: Capital Projects Update

Presenter: Mr. Jake Buchanan, Deputy Superintendent

Mr. Buchanan updated the board on construction and capital projects throughout the district. He said that some of the major projects are nearing completion and repairs and maintenance projects are underway.

D. Agenda Item: Unaudited Financial Summary

Presenter: Mrs. Kristie Walker, Chief Financial Officer

Mrs. Walker presented the Unaudited Financial Summary as of December 17, 2024.

OPEN SESSION FOR PUBLIC COMMENTS

Summary of Comments:

Nancy Harmon - The School of Alternatives, now Jackson Community School, started as a central safe space for Jackson County students and evolved into a resource for addressing truancy, academic, and behavioral issues. Post-COVID, despite significant staff and programmatic changes, it has become a healing and learning environment rooted in multidisciplinary teaching, project-based learning, and trauma-informed care.

The school prioritizes creating a safe, inclusive space where marginalized students feel heard and supported, even during crises. Its mission is to foster whole-child development, allowing students to regroup and refocus without the pressures of a larger school setting. While challenges like mental health, family instability, and societal pressures persist, the school emphasizes proactive measures and best practices to support students.

Though enrollment numbers are low, this is seen as an opportunity to focus on quality over quantity, ensuring student capacity and wellness. The school aims to refine its mission, serve its ideal student population, and create a sustainable, comprehensive alternative education model. Collaboration and community investment are key to its vision for growth and success.

Jessica Blankenship – The comment highlights a parent's positive experience with the Community School, which they credit for their child's academic and personal success. Their child, who faced behavioral, emotional, and mental health challenges, struggled in traditional school settings despite having an IEP and a 504 plan. The Community School provided individualized support, one-on-one attention, and resources tailored to their child's needs, enabling him to graduate high school at 17. The parent praises the school for its understanding approach, flexibility, and willingness to involve families, contrasting it with the less supportive environment of traditional schools. They emphasize the importance of recognizing and accommodating the unique needs of students who don't fit conventional molds, celebrating the Community School's commitment to helping all children succeed.

Kenny Parmenter - A clinical social worker and Jackson County resident shared his perspective on the importance of alternative school programs. Drawing from over six years of experience in school-based day treatment and working with at-risk youth, he emphasized that some children cannot thrive in general education settings, making alternative schools essential. He referred to such schools as "sanctuary schools" where students feel welcomed and supported. Expressing concern about relocating the alternative school program to a high school, he warned that integrating it into a general education environment might compromise the safe space such programs provide. He acknowledged the financial challenges of running these programs but stressed their necessity to prevent students from dropping out, aligning with the "no child left behind" policy. He cautioned against cutting corners, citing Haywood County's experience of dismantling and later reinstating a similar program. Advocating for the continuation of Jackson County's alternative program, particularly for middle schoolers, he noted their potential for success with proper support. He offered to assist the board by conducting research and providing evidence of these programs' effectiveness to inform their decision-making.

ACTION AGENDA

A. Agenda Item: Budget Amendments

Presenter: Kristie Walker, Chief Financial Officer

Mrs. Walker presented the budget amendments for December 17, 2024, and asked for board approval.

Action: *Upon a motion by Mrs. Abigail Clayton and seconded by Mrs. Kim Moore, the board voted unanimously to approve the 12-17-2024 Budget Amendments.*

B. Agenda Item: Final Change Order for SMHS Construction Project

Presenter: Mr. Jake Buchanan, Deputy Superintendent

Mr. Buchanan presented the final change order for the SMHS Construction Project and asked for board approval.

Action: *Upon a motion by Mrs. Abigail Clayton and seconded by Dr. Kim Moore, the board voted unanimously to accept the Final Change Order for the SMHS Construction Project.*

C. Agenda Item: Policy Updates

Presenter: Mr. Jake Buchanan, Deputy Superintendent

First Reading:

1. Reporting to External Agencies (5150) (No vote taken)

Updates:

1. Parental Involvement (1310/4002)
2. Remote Participation in Board Meetings (2302)
3. Technology Responsible Use (3225/4312/7320)
4. Web Page Development (3227/7322)
5. Testing and Assessment Program (3410)
6. Student Promotion and Accountability (3420)
7. Graduation Requirements (3460)
8. Tobacco Products – Students (4320)
9. Bullying and Harassing Behavior Prohibited (4329/7311)
10. Use of Unmanned Aircraft (Drones) (4334/5035/7345)
11. Registered Sex Offenders (5022)
12. Smoking and Tobacco Products (5026/7250)
13. Student Health Services (6120)
14. Federal Grant Administration (8305)
15. Participation by Minority Businesses (9125)

Mr. Buchanan presented the above-listed policy updates and asked for board approval.

Action: *Upon a motion by Mrs. Abigail Clayton and seconded by Mrs. Kim Moore, the board voted unanimously to approve the above-listed policy updates.*

D. Agenda Item: Field Trips

Presenter: Dr. Dana L. Ayers, Superintendent

1. Blue Ridge Early College, Grade 12 – Williamsburg, VA, May 6-9, 2025, TT9742.
2. Jackson Community School, Grades 9-12 – Alcatraz East Crime Museum, Pigeon Forge, TN, March 12, 2025, TT10007.
3. Smoky Mountain High School, Grades 9-12 – Catawba Valley Community College, Hickory, NC, March 7-8, 2025, TT10009.

Dr. Ayers presented the above-listed field trips and asked for board approval.

Action: *Upon a motion by Mrs. Abigail Clayton and seconded by Mrs. Kim Moore, the board voted unanimously to approve the above-listed field trips.*

CLOSED SESSION

The board unanimously approved a motion by Mrs. Abigail Clayton and seconded by Mrs. Kim Moore, to enter into closed session pursuant to G.S. 143.318.11 for the following purposes: under subsection; (a) (1) to prevent the disclosure of privileged or confidential personnel information pursuant to G.S. 115C-319-32 and (a) (3) to discuss matters protected by attorney-client privilege.

Upon a motion by Mrs. Abigail Clayton and seconded by Mrs. Kim Moore, the board voted unanimously to return to open session.

OPEN SESSION

Action: *Upon a motion by Mrs. Abigail Clayton and seconded by Mrs. Kim Moore, the board unanimously approved the consent action agenda:*

- A. Closed Session Minutes of Regular Meeting of November 19, 2024.

PERSONNEL ACTION AGENDA

Action: *Upon a motion made by Mrs. Abigail Clayton and seconded by Mrs. Kim Moore, the board voted unanimously to approve the personnel agenda as recommended by Dr. Ayers. The board unanimously approved the following recommendations:*

Employee Recommendations:

1. Anderson, Reagan - Afterschool Assistant, CVES
2. Blackwell, Brittney – Teacher, SMHS
3. Bland, Tyler – Teacher, JCS
4. Carter Jr., William – JROTC Instructor, SMHS
5. Cosenza, Tracy – Temporary Part-time Custodian, CVES
6. Dimery, Lauren Abby – Behavior Specialist, CO
7. Eberly, Christopher – Custodian and Bus Driver, CVES
8. Gibbs, Jake – Teacher, JCS
9. Hall, Jennifer – EC Teacher, CVES
10. Henderson, Olivia – Teacher, FES
11. Houtzer, Deborah – Temporary Part-time Custodian, BRS and BREC
12. Hyatt, Danyiele – Bus Driver, SMHS
13. Ingraham, Elijah – EC Teacher Assistant, SMHS
14. Kiers, Jessica – Purchasing Specialist, CO
15. Mireles, Hannah – Teacher, FES
16. Moore, Erin – Infant Toddler Lead Assistant, SCES
17. Mulligan, Tyler – Substitute Bus Driver, SMHS
18. Smith, Ondrej – EC Teacher Assistant, SMHS
19. Tate, DeVonte’ – Custodian and Bus Driver, CVES
20. Tremko, Jason – JROTC Instructor, SMHS
21. Trouteaud, Kacey – School Nutrition Assistant, BRS
22. Watkins, Susan – Temporary Part-time Custodian, BRS and BREC
23. Webb, Nicole – Afterschool Assistant, CVES

Employee Resignations:

1. Brown, Eryn – Teacher, CVES
2. Daniel, Erin – Teacher, FES
3. Lyle, Julia Scott – Afterschool Assistant, FES
4. Moreau, Ami – Purchasing Specialist, CO
5. Prescott, Mary – School Mental Health Clinician, SMES

Staff, Non-Staff and Returning Coach Recommendations:

1. Boone, Jerrod – Assistant Coach District MS Football, SMHS – Returning Staff
2. Bradley, Vincen – Head Coach Freshman Men’s Basketball, SMHS – Returning Non-Staff
3. Cruz-Ramos, Jose – Assistant Coach Varsity Men’s Soccer, SMHS – Returning Non-Staff
4. Dengler, Ty – Assistant Coach Varsity Football, SMHS – Returning Staff
5. Howell, Wendy – Assistant Coach Men’s Basketball, FES – Returning Staff
6. McAbee, Dustin – Assistant Coach District MS Football, SMHS – Returning Staff
7. Melton, Daniel – Assistant Coach JV Football, SMHS – Returning Non-Staff
8. Patten, Daquan - Assistant Coach JV Football, SMHS, Returning Non-Staff
9. Stockton, David - Assistant Coach JV Men’s Basketball, SMHS – New Non-Staff

ANNOUNCEMENTS

The next regularly scheduled business meeting of the Board of Education is January 21, 2025, at 6:00 p.m., at Smoky Mountain Elementary School, 884 US Highway 441 North, Whittier, NC.

ADJOURNMENT

There being no objection, Chairman Wes Jamison adjourned the meeting at 9:00 p.m.

Mr. Wes Jamison, Chairman

Dr. Dana L. Ayers, Secretary

UNAUDITED FINANCIAL SUMMARY JANUARY 2025

Fund	Fund Description	Beginning	Budget	Current	Year-to-Date	PO's &	Remaining Balance	Percent
1	STATE PUBLIC SCHOOL FUND	\$29,185,306.00	\$141,451.00	\$29,326,757.00	\$15,191,257.57	\$226,278.66	\$13,909,220.77	52.57%
2	LOCAL FUNDS	\$11,542,861.00	\$0.00	\$11,542,861.00	\$5,611,593.88	\$82,298.04	\$5,848,969.08	49.33%
3	FEDERAL GRANT FUND	\$3,594,155.14	\$7,981.00	\$3,602,136.14	\$1,543,856.42	\$23,394.94	\$2,034,884.78	43.51%
4	THE CAPITAL OUTLAY FUND	\$5,626,990.00	\$6,000,000.00	\$11,626,990.00	\$725,549.34	\$510,243.89	\$10,391,196.77	10.63%
5	CHILD NUTRITION FUND	\$3,701,290.00	\$0.00	\$3,701,290.00	\$1,328,864.23	\$101,184.65	\$2,271,241.12	38.64%
6	TRUST AND AGENCY FUND	\$0.00	\$0.00	\$0.00	\$0.00	\$156,162.00	(\$156,162.00)	
8	OTHER SPECIFIC REVENUE FUND	\$5,256,525.00	\$0.00	\$5,256,525.00	\$1,875,311.32	\$227,740.84	\$3,153,472.84	40.01%
	Grand Total	\$58,907,127.14	\$6,149,432.00	\$65,056,559.14	\$26,276,432.76	\$1,327,303.02	\$37,452,823.36	42.43%

We are on target with our budget and project to be within budget by June 30, 2025.

UNAUDITED FINANCIAL SUMMARY JANUARY 2024

Fund	Fund Description	Beginning	Budget	Current	Year-to-Date	PO's &	Remaining Balance	Percent
1	STATE PUBLIC SCHOOL FUND	\$29,106,008.00	\$466,260.00	\$29,572,268.00	\$14,265,998.23	\$134,545.71	\$15,171,724.06	48.70%
2	LOCAL FUNDS	\$10,005,814.00	\$0.00	\$10,005,814.00	\$4,973,003.76	\$112,781.48	\$4,920,028.76	50.83%
3	FEDERAL GRANT FUND	\$6,331,237.05	\$11,558.00	\$6,342,795.05	\$2,607,626.50	\$48,416.82	\$3,686,751.73	41.87%
4	THE CAPITAL OUTLAY FUND	\$1,822,510.00	\$0.00	\$1,822,510.00	\$796,766.09	\$457,355.15	\$568,388.76	68.81%
5	CHILD NUTRITION FUND	\$3,343,992.00	\$0.00	\$3,343,992.00	\$1,377,408.02	\$60,529.64	\$1,906,054.34	43.00%
6	TRUST AND AGENCY FUND	\$60,000.00	\$0.00	\$60,000.00	\$0.00	\$0.00	\$60,000.00	0.00%
8	OTHER SPECIFIC REVENUE FUND	\$5,826,698.00	\$0.00	\$5,826,698.00	\$1,276,527.42	\$45,265.58	\$4,504,905.00	22.69%
	Grand Total	\$56,496,259.05	\$477,818.00	\$56,974,077.05	\$25,297,330.02	\$858,894.38	\$30,817,852.65	45.91%

Information for comparison only.

BUDGET AMENDMENT
Jackson County Schools Administrative Unit
CAPITAL OUTLAY

The Jackson County Board of Education, at a meeting on the 21st day of January 2025, passed the following resolution: Be it resolved that the following amendments be made to the Budget Resolution for the fiscal year ending June 30, 2025.

The attached list of increases and decreases in expenditures is hereby incorporated by reference as if fully set forth herein.

Revenue Sources:

Description	PRC	Budget Code	Amount
Transfer within the Capital Outlay Maintenance Budget			\$ -
Total Appropriation in Current Budget		\$	3,626,990
Amount of Increase (Decrease) of this Amendment			<u>0</u>
			<u>\$ 3,626,990</u>

Explanation: Transfer within the maintenance budget to cover the cost of vehicle leases for the 2025 fiscal year.

Passed by a majority vote of the Jackson County Board of Education on the 21st day of January 2025.

Chairperson, Board of Education

Secretary, Board of Education

JACKSON COUNTY PUBLIC SCHOOLS
Budget Amendment #5 and Transfer #5

Be it resolved that the following budget amendment and transfer be made to the Budget Resolution for the fiscal year ending June 30, 2025

	Current Budget	Amendments & Transfers #5 #5		Ending Budget
<u>Capital Outlay</u>				
5000 Instructional Services	\$ 25,000	\$ -	\$ -	\$ 25,000
6000 System-Wide Support Services	\$ 2,585,990	(60,000)	-	\$ 2,525,990
7000 Ancillary Services	\$ -	-	-	\$ -
8000 Non-Program Charges	\$ 1,016,000	60,000	-	\$ 1,076,000
9000 Capital Outlay-County Construction	\$ 8,000,000	\$ -		\$ 8,000,000
Totals	<u>\$ 3,626,990</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 3,626,990</u>

Source of Revenue:

4.4140.000.000.000.000-Maint Vehicle leases

\$ -
<u>\$ -</u>

-

TRANSFERS between subfunctions greater than \$10,000

From	To
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BUDGET AMENDMENT
 Jackson County Schools Administrative Unit
 Federal Grants Fund

The Jackson County Board of Education, at a meeting on the 21st day of January 2025, passed the following resolution: Be it resolved that the following amendments be made to the Budget Resolution for the fiscal year ending June 30, 2025.

The attached list of increases and decreases in expenditures is hereby incorporated by reference as if fully set forth herein.

Revenue Sources:		
Budget code	Description	Amount
102	Activate & Aware	\$ 325,701
Total Appropriation in Current Budget		\$ 3,276,435
Amount of Increase (Decrease) of this Amendment		<u>325,701</u>
		<u>\$ 3,602,136</u>

Explanation: This is the approved budget for grant year 2025 in allotment revisions through #62.

Passed by a majority vote of the Jackson County Board of Education on the 21st day of January 2025.

 Chairperson, Board of Education

 Secretary, Board of Education

JACKSON COUNTY PUBLIC SCHOOLS

Budget Amendment #5 and Transfer #5

Be it resolved that the following budget amendment and transfer be made to the Budget Resolution for the fiscal year ending June 30, 2025.

	Current <u>Budget</u>	Amendments & Transfers <u>#5</u>		Ending <u>Budget</u>
<u>Federal Grants Fund</u>				
5000 Instructional Services	\$ 2,686,937	-	\$ -	\$ 2,686,937
6000 System-Wide Support Services	355,160	313,650	-	668,810
7000 Ancillary Services	-	-	-	-
8000 Non-Program Charges	234,338	12,051	-	246,390
Totals	<u>\$ 3,276,435</u>	<u>\$ 325,701</u>	<u>\$ -</u>	<u>\$ 3,602,136</u>

PRC Source of Revenue: Notes:

102 Activate & Aware-GY5 \$ 325,701

\$ 325,701

-

TRANSFERS between
subfunctions greater than
\$10,000:

None

BUDGET AMENDMENT
 Jackson County Schools Administrative Unit
 Other Specific Revenue Fund

The Jackson County Board of Education, at a meeting on the 21st day of January 2025, passed the following resolution: Be it resolved that the following amendments be made to the Budget Resolution for the fiscal year ending June 30, 2025.

The attached list of increases and decreases in expenditures is hereby incorporated by reference as if fully set forth herein.

Revenue Sources:			
Description	PRC	Budget Code	Amount
Stuff the Bus-Homeless	505	8.4430 & 8.4910	\$ 5,039
Total Appropriation in Current Budget		\$	5,251,486
Amount of Increase (Decrease) of this Amendment			<u>5,039</u>
			<u>\$ 5,256,525</u>

Restricted Funds: Donation.

Passed by a majority vote of the Jackson County Board of Education on the 21st day of January 2025.

 Chairperson, Board of Education

 Secretary, Board of Education

JACKSON COUNTY PUBLIC SCHOOLS

Budget Amendment #5 and Transfer #5

Be it resolved that the following budget amendment and transfer be made to the Budget Resolution for the fiscal year ending June 30, 2025

	Current Budget	Amendments & Transfers #5		Ending Budget
<u>Other Specific Revenue Fund</u>				
5000 Instructional Services	\$ 3,148,634	\$ 5,039	\$ -	\$ 3,153,673
6000 System-Wide Support Services	690,386	-	-	690,386
7000 Ancillary Services	141,744	-	-	141,744
8000 Non-Program Charges	1,270,722	-	-	1,270,722
Totals	<u>\$ 5,251,486</u>	<u>\$ 5,039</u>	<u>\$ -</u>	<u>\$ 5,256,525</u>

Source of Revenue:

Fund 6 Appropriated fund balance Transportation	\$ -	6.4910.xxx
Interest earned Transportation	\$ -	6.4450.484
Misc Revenue	\$ -	6.4490.002
Sale of maintenance vehicle	\$ -	6.4490.484
Fund 8		
Stuff the Bus-Homeless	\$ 5,039	505/01
	<u>\$ 5,039</u>	

-

From To

TRANSFERS between subfunctions greater than \$10,000

None

State Public School Fund
 Jackson County Schools Administrative Unit
 State Public School Fund

The Jackson County Board of Education, at a meeting on the 21st day of January 2025, passed the following resolution: Be it resolved that the following amendments be made to the Budget Resolution for the fiscal year ending June 30, 2025.

The attached list of increases and decreases in expenditures is hereby incorporated by reference as if fully set forth herein.

Revenue Sources:			
Description	Budget Code		Amount
Allocation from State Treasurer	1.3100.xxx	\$	772,282
Total Appropriation in Current Budget		\$	28,554,475
Amount of Increase (Decrease) of this Amendment			<u>772,282</u>
		\$	<u>29,326,757</u>

*Explanation: The increase in state revenue aligned our state allotment budgets with actual amounts for fiscal year 2025 provided by NC DPI allotment revision #62
 See notes on amendments and transfer sheet*

Passed by a majority vote of the Jackson County Board of Education on the 21st day of January 2025.

Chairperson, Board of Education

Secretary, Board of Education

JACKSON COUNTY PUBLIC SCHOOLS

Budget Amendment #5 and Transfer #5

Be it resolved that the following budget amendment and transfer be made to the Budget Resolution for the fiscal year ending June 30, 2025

	Current Budget	Amendments & Transfers #5	Ending Budget
<u>State Public School Fund</u>			
5000 Instructional Services	\$ 25,065,545	\$ 731,482	\$ 25,797,027
6000 System-Wide Pupil Support Services	3,443,930	-	3,443,930
7000 Ancillary Services	45,000	40,800	85,800
8000 Non-Program Charges	-	-	-
Totals	<u>\$ 28,554,475</u>	<u>\$ 772,282</u>	<u>\$ 29,326,757</u>

Source of Revenue:

Notes:

State Public School Fund:

State Textbook Allotment

RTA Teacher Bonus PRC 046	28,438
Supplemental Funds for Teachers PRC 071	621,071
Hurricane Relief Mental Health & SN	122,773

\$ 772,282

-

TRANSFERS between subfunctions
greater than \$10,000:

None

Jackson County Public Schools 2025-2026

Option A DRAFT

July 2025

Su	M	T	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

August 2025

Su	M	T	W	Th	F	Sa
					1	2
3	4-OW	5-RW	6-RW	7-SD	8-OW	9
10	11-RW	12-RW	Students Begin	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

September 2025

Su	M	T	W	Th	F	Sa
	1-H	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

October 2025

Su	M	T	W	Th	F	Sa
			1	2	3	4
5	6	7	8-OW	9	10	11
12	13-RW	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

November 2025

Su	M	T	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10-SD	11-H	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26-L	27-H	28-H	29
30						

December 2025

Su	M	T	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19-ER	20
21	22-L	23-L	24-H	25-H	26-H	27
28	29-L	30-L	31-L			

January 2026

Su	M	T	W	Th	F	Sa
				1-H	2-OW	3
4	5-RW	6	7	8	9	10
11	12	13	14	15	16	17
18	19-H	20	21	22	23	24
25	26	27	28	29	30	31

February 2026

Su	M	T	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16-OW	17	18	19	20	21
22	23	24	25	26	27	28

March 2026

Su	M	T	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12-SD	13-OW	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30-L	31-L				

April 2026

Su	M	T	W	Th	F	Sa
			1-L	2-L	3-H	4
5	6-OW	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

May 2026

Su	M	T	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	Students End-ER	23
24	25-H	26-RW	27-RW	28-OW	29-OW	30
31						

June 2026

Su	M	T	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

H - Holiday
L - Leave Day
ER - Early Release - release at 12:00 except SMHS at 12:30
SD - Required Staff Development
OW - Optional Teacher Workday
RW - Required Teacher Workday

Notices
 Public School Laws of North Carolina Statute 115C-84.2 states local boards and individual schools shall give at least 14 calendar days' notice before requiring teachers to work on a day originally scheduled as a day teachers could take accumulated leave. This statement formally serves as your 14 calendar days' notice.
 The school calendar is subject to change if schools must be closed for inclement weather or other emergencies.

Kindergarten and Preschool Staggered Enrollment
 August 13-15

End of Grading Periods
 1st grading pd-October 10 (41)
 2nd grading pd-December 19 (44)
 3rd grading pd-March 11 (45)
 4th grading period-May 22 (44)
Report Cards Distributed
 1st grading pd-week of October 20
 2nd grading pd-week of January 12
 3rd grading pd-week of March 23
 4th grading pd-week of May 26(elem)
 June 1 (high)
 *Grades are due two days following the end of each grading period in NCSIS.

Board Approved:

Jackson County Public Schools 2025-2026

Option B DRAFT

July 2025

Su	M	T	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

August 2025

Su	M	T	W	Th	F	Sa
					1	2
3	4	5	6	7-OW	8-OW	9
10	11-RW	12-RW	13-SD	14-RW	15-OW	16
17	Students Begin	19	20	21	22	23
24	25	26	27	28	29	30
31						

September 2025

Su	M	T	W	Th	F	Sa
	1-H	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

October 2025

Su	M	T	W	Th	F	Sa
			1	2	3	4
5	6	7	8-OW	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

November 2025

Su	M	T	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10-SD	11-H	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26-L	27-H	28-H	29
30						

December 2025

Su	M	T	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19-ER	20
21	22-L	23-L	24-H	25-H	26-H	27
28	29-L	30-L	31-L			

January 2026

Su	M	T	W	Th	F	Sa
				1-H	2-OW	3
4	5-RW	6	7	8	9	10
11	12	13	14	15	16	17
18	19-H	20	21	22	23	24
25	26	27	28	29	30	31

February 2026

Su	M	T	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16-OW	17	18	19	20	21
22	23	24	25	26	27	28

March 2026

Su	M	T	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12-SD	13-OW	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30-L	31-L				

April 2026

Su	M	T	W	Th	F	Sa
			1-L	2-L	3-H	4
5	6-OW	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

May 2026

Su	M	T	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25-H	26	27	28	ER-Students End	30
31						

June 2026

Su	M	T	W	Th	F	Sa
	1-RW	2-RW	3-OW	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

H - Holiday
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Kindergarten and Preschool Staggered Enrollment
 August 18-20

End of Grading Periods
 1st grading pd-October 17 (43)
 2nd grading pd-December 19 (40)
 3rd grading pd-March 11 (45)
 4th grading period-May 29 (48)
Report Cards Distributed
 1st grading pd-week of October 27
 2nd grading pd-week of January 12
 3rd grading pd-week of March 23
 4th grading pd-week of June 1 (elem)
 June 8 (high)
 *Grades are due two days following the end of each grading period in NCSIS.

Board Approved:

**Procurement Plan Prototype for School Food Authorities
JACKSON COUNTY PUBLIC SCHOOLS
PROCUREMENT PLAN
SCHOOL NUTRITION PROGRAM**

The procurement plan described on the following pages (pages 1-24) was adopted by the Jackson County Public Schools Board of Education (BOE) and will be implemented effective February 1, 2025 and from that date forward until amended. All procurement processes and activities will be consistent with the principles of free and open competition. The SFA will avoid unreasonable conditions that restrict competition. All reasonable efforts will be made to solicit bids, proposals and/or quotes from as many qualified vendors as possible; all qualified vendors are invited to respond to solicitations.

The procurement of all goods and services using School Nutrition funds will be carefully documented during each phase of the procurement process. The Jackson County Public Schools Board of Education shall award contracts to responsible contractors possessing the ability to perform successfully under the terms and conditions of the proposed solicitation. The BOE will restrict awards, sub-awards and contracts with any party that is debarred, suspended or otherwise excluded from participation in Federal assistance programs or activities. All parties involved in the procurement process involving School Nutrition funds will comply with a written code of ethics/conduct, which includes a conflict of interest policy. Adherence with the code of ethics/conduct and conflict of interest policies is fundamental to the integrity of the procurement process.

Chair, Board of Education/Directors

Date

Superintendent of Jackson County Public Schools

Date

(Rev. 8 – 24/25 SY)

JACKSON COUNTY PUBLIC SCHOOLS PROCUREMENT PLAN

The Jackson County Public Schools School Nutrition Program (hereinafter referred to as the School Food Authority (SFA) plan for procuring goods and services for use in the School Nutrition Program is described in detail herein. The plan includes all Federal food-assistance programs administered by the SFA. Adhering with the procurement plan is intended to ensure free and open competition, in an environment that promotes transparency in all transactions, documented comparability for ethical decision-making, and adequate documentation to substantiate the allowable use of School Nutrition funds.

Part I: Code of Ethics/Conduct governing the procurement of goods and services using School Nutrition Funds

- A. The following conduct will be expected of all persons who are engaged in the award and administration of contracts supported by School Nutrition funds.
 - 1. No employee, officer or agent of the Local Education Agency (LEA) shall participate in the development of a solicitation, selection of a recipient, and/or administration of a contract supported by School Nutrition funds if a conflict of interest, real or apparent, would be involved.
 - 2. Conflicts of interest arise when a member of the LEA or SFA has a financial or other interest in the contractor selected for the award, conflicts of interest would include:
 - a. Any employee, officer or agent of the contractor;
 - b. Any member of the immediate family of the contractor;
 - c. The contractor's partner; and/or
 - d. An organization which employs or is about to employ one of the above.
 - 3. Employees, officers or agents of the LEA and SFA shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to sub-agreements.
 - 4. It is acknowledged that the penalty for violation of the Code of Ethics/Conduct may include any of the following:
 - a. Reprimand by Board of Education; or
 - b. Dismissal by Board of Education; or
 - c. Any legal action necessary.
- B. The Jackson County Public Schools Code of Ethics and Conflict of Interest Policies are shown in Attachment A.

Part II: Procurement Methods used to Purchase Goods and Services using School Nutrition funds

A combination of formal and informal purchasing methods will be used to procure all goods and services on behalf of the non-profit School Food Authority (SFA). Formal purchasing methods will include the use of an Invitation for Bid (IFB) or a Request for Proposal (RFP). As required by 2 CFR 200.317 – 200.326 and NC General Statute, Article 8, Chapter 143, formal purchasing methods will always be used for any purchase that exceeds the lesser of the State's small purchase threshold of \$90,000.00 or the SFA's board-approved small purchase or simplified acquisition threshold. For purchases below the lesser of the State's simplified acquisition threshold of \$90,000 or the board-approved simplified acquisition threshold, informal procurement procedures involving a documented Request for Quote (RFQ) will be utilized when seeking competitive pricing. Micro-purchase procedures as defined in 2 CFR 200.320 may be used for goods or services reflecting separate or aggregate purchases in an amount equal to or less than \$10,000.00 in aggregate on an annual basis. Non-competitive negotiation or sole source procurement, is rare and requires the prior written approval of the North Carolina Department of Public Instruction (NCDPI) prior to purchase and/or contract execution. Contracts will be awarded only to responsible contractors possessing the ability to perform successfully under the terms and conditions of the base solicitation; consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance and financial and technical resources. All procurement transactions (formal, informal, sole source and emergency) will be thoroughly documented and available for review and/or audit by Federal, State and local authorities upon request.

The SFA will make all efforts to avoid the acquisition of unnecessary or duplicative items. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach, including purchases made using existing contracts that were competitively procured by the State of North Carolina and in accordance with State General Statute. Where feasible, the SFA will consider the purchase of gently-used or surplus equipment in lieu of purchasing new equipment.

Overly-prescriptive specifications will be avoided to promote competition. When it is impractical to make a clear, definitive description, a "brand name or equivalent" description will be used as a means to define a product or service. In this case, the specific features of the named brand, which must be met by contractors, must be clearly stated. In order to ensure objective contractor performance, any potential contractor that develops or drafts specifications, requirements, statements of work or other solicitation documents or resources, will be excluded from competing for such procurements. All solicitation documents will identify the specific requirements, which the contractor must fulfill, and any other factors that will be considered when evaluating quotes, bids, or proposals.

A. Formal Procurement Methods

Formal methods of procurement including an Invitation for Bid (IFB) or a Request for Proposal (RFP) will be used for any and all purchases in excess of the SFA's simplified acquisition (or small purchase) threshold OR the State simplified acquisition (or small purchase) threshold of \$90,000.00, whichever is less.

The SFA's Simplified Acquisition Threshold is \$90,000.00; this amount will be used to determine whether formal or informal purchasing methods will be used.

Formal procurement methods will be applied on the basis of a/an:

Centralized or administrative office purchase

Individual school purchase

Multi-School systems purchases

Previously competitively procured **State contract**

Combination of above: **Centralized System & State Contracts**

Other: **Food & Supply Bid is through the NC Procurement Alliance Co-Op.**

An IFB will be used when the sole criteria for awarding a contract to the most responsive, responsible bidder is the cost of goods or services. An RFP will be used when other factors, objective and subjective, will be used to award the contract. When using an RFP, cost will be a significant factor in the contract award along with other evaluation criteria. The specific evaluation criteria will be provided as part of the original solicitation to enable all potential contractors to clearly understand the basis of the award.

Given the potential to purchase more products and services above the SFA's Simplified Acquisition Threshold of \$90,000.00 using School Nutrition funds, it will be the responsibility of the School Nutrition Director to document the specific cost of a purchase to determine and document which formal procurement method will be used and the justification for doing so.

The School Nutrition Director will perform a cost analysis for every procurement action in excess of the SFA's simplified acquisition threshold where formal procurement methods will be used; the documentation of the cost analysis will be kept on file with other procurement documents and will be subject to review and/or audit.

When a formal procurement method is required, the following procedures shall apply:

1. A public advertisement is required to solicit bids or proposals for all purchases over the Local Education Agency's (LEA) simplified acquisition (or small purchase) threshold of \$90,000.00. The announcement (advertisement or legal notice) will contain a general description of items to be purchased; specific procedures for submission of a bid or proposal; deadline for submission of sealed bids or proposals, and the address where complete specifications and bid/proposal instructions may be obtained and the contact person to whom questions may be addressed.

An announcement of an Invitation for Bid (IFB) or a Request for Proposal (RFP) will be placed in the local newspaper (Sylva Herald), Integrative Purchasing System (IPS), Asheville Citizen Times, Charlotte Observer, and the JCPS website by the NC Procurement Alliance Officials to publicize the intent of the School Food Authority to purchase needed items. The legal notice of advertisement for bids/proposals will be run in these media outlets for one time for 7 days.

2. In an IFB or RFP, each vendor will be given an opportunity to submit a bid or proposal using the same complete, adequate and realistic specifications.
3. Specifications will be developed and provided to all potential contractors desiring to submit bids or proposals for the products or services requested. Vendors will be selected to receive the solicitation using the following methods:
 - a. Product line(s) and ability to deliver as required
 - b. Prior acceptable service with the SFA
 - c. References

Any party that assists the SFA in the development of the written specifications, product descriptions or services to be provided, will be disqualified from submitting bids or proposals for such products or services. Potential vendors are prohibited from developing or assisting in the development of specifications, product descriptions or services to be provided.

4. If any potential vendor is in doubt as to the true meaning of the specifications or purchase conditions, an interpretation will be provided by the School Nutrition Director. If a single vendor requests clarification on an item in an IFB, RFP, or other solicitation, a response will be provided to all potential vendors that originally requested and/or received the solicitation.
5. The IFB or RFP will clearly define the purchase conditions. The following shall be addressed in the solicitation and final contract documents:
 - a. Intent of the procurement activity
 - b. Contract period
 - c. SFA is responsible for all contracts awarded (statement)
 - d. Date, time and location of pre-bid or pre-proposal meeting (if any)
 - e. Date, time and location of bid opening and bid/proposal submission procedures with SFA contact information
 - f. How the vendor is to be informed of bid/proposal acceptance or rejection
 - g. Type of contract (i.e. fixed price with firm price for delivery, etc.)
 - h. Specific requirements potential contractor must fulfill in order for the bid or proposal to be evaluated

- i. Statement indicating any and all bids or proposals may be rejected at the discretion of the SFA
- j. Benefits to which the SFA will be entitled if the contractor cannot or will not perform as required in accordance with the terms and conditions of the contract
- k. Statement regarding any contract extension or “rollover” options based upon the mutual agreement of both parties
- l. Statement concerning any intent for piggybacking should a reasonable need emerge
- m. Statement regarding the return of rebates, discounts and other purchase incentives to the SFA’s non-profit School Nutrition account
- n. Historically Underused Businesses (HUB) Statement to involve minority businesses where possible
- o. Remedy for non-performance/termination of contract; termination provisions and the basis for any settlement for all purchases and service contracts over \$10,000.00
- p. Non-collusion statement
- q. Assurance of ethical practices statement
- r. Bid/proposal protest procedures
- s. Provision requiring compliance with Executive Order 11246 entitled “Equal Employment Opportunity” as amended by Executive Order 11375 and as supplemented in the Department of Labor regulations required for all contracts over \$10,000.00
- t. Instrument to be used for obtaining goods or services (such as a purchase order or other system of ordering) to be described by the SFA in detail, including how the contractor will be notified using the purchase instrument
- u. Escalation/de-escalation clause for future contract renewal periods (should such be allowed) based on appropriate standard or cost index
- v. Statement of assurance of protection under Civil Rights laws
- w. Provision requiring access by duly authorized representatives of the SFA, State agency, United States Department of Agriculture, or Comptroller General to any books, documents, papers and records of the contractor which are directly pertinent to all negotiated contracts
- x. Method of payment (invoices, statements, etc.)
- y. Method of shipment or delivery upon contract award
- z. Delivery schedule and delivery requirements
- aa. Provision requiring contractor to maintain all required records for three years plus the current year (and any contract periods open as a result of unresolved matter) after final payment and all other pending matters are closed for all negotiated contracts
- bb. Bid/proposal Certification form
- cc. Specifications that are sufficient to obtain the exact goods or services needed, but not so detailed as to restrict competition
- dd. Product/service specifications to include approved brand or equivalent, quantity, quality, packaging, pricing (unit and extended), procedures for documenting/pre-approving any substitutions or deviations

- ee. Provision requiring the contractor to recognize mandatory standards and policies related to energy efficiency which are contained in the State Energy Plan
 - ff. Provision requiring the contractor to recognize mandatory standards and policies related to energy efficiency which are contained in the State Energy Plan issued in compliance with the Energy Policy and Conservation Act (PL 94-165)
 - gg. All contracts over \$100,000.00 will require compliance with the Clean Air Act issued under Section 306, Executive Order 11738
 - hh. Signed Certificate of Lobbying for all contracts over \$100,000.00
 - ii. Signed Statement of non-collusion
 - jj. Signed Debarment/Suspension Certificate or statement included in contract or copy of Excluded Parties List System (EPLS)
 - kk. Provision requiring "Buy American" as outlined in Policy Memorandum SP 38 - 2017; specific instructions for prior approval of any and all of non-domestic products
 - ll. Provision requiring the Contractor to abide with the Jessica Lunsford Act (sample language is attached with this document)
 - mm. Provision indicating the SFA has complied with the Iran Divestment Act of 2015 (as modified).and has provided documentation the SFA is not doing business with an entity that does business with Iran.
6. The School Nutrition Director will be responsible for publicly advertising and coordinating the procurement process for all purchases using School Nutrition funds. The School Nutrition Director will be responsible for receiving and securing all bids, proposals, quotes and other collateral documents if indicated as part of the solicitation process.
7. The School Nutrition Director will be responsible to ensure all SFA procurements are conducted in compliance with applicable Federal regulations, State General Statutes or policies of the local Board of Education and that the Procurement Checklist shown at the end of this document will be completed for each formal procurement, signed and dated by the person named above and maintained on file with the original procurement documents.
8. The following criteria will be used to award contracts (based on bids or proposals):
- a. Price
 - b. Prior contract performance (quality, service, etc.)
 - c. Responsive & Responsible
 - d. Delivery Requirements
9. In awarding RFP a set of award criterion in the form of a weighted objective evaluation tool will be provided to each potential vendor in the initial solicitation documents/materials. Price alone will not be the sole basis for award, but

remains the primary consideration when awarding the contract. Following evaluation and competitive negotiations, a firm fixed-price contract will be awarded to the successful vendor.

10. Contracts will be awarded to the most responsible bidder/proposer whose bid or proposal is most responsive to the solicitation and is most advantageous to the SFA, price, and other factors considered. Any and all quotes, bids or proposals may be rejected at the discretion of the SFA and/or LEA or appropriate governing body.
11. The School Nutrition Director is required to sign the bid tabulation of competitive, sealed bids or the evaluation criterion score form of competitive proposals signifying a fair and impartial review and approval of the successful bidder/proposer.
12. The School Nutrition Director will annually review the SFA's Written Procurement Plan in the context of current local, State and Federal regulations to ensure compliance with applicable laws. This individual will also be responsible to update the School Nutrition Procurement Plan as often as required to reflect current Federal, State and local procurement policies.
13. The School Nutrition Director will be responsible for documentation that the actual product(s) or service(s) specified are received.
14. Any time a previously agreed-upon item is not available, the School Nutrition Director and/or Administrative Assistant will review, select and approve the acceptable alternate. The contractor must inform the School Nutrition Director no later than 24 hours of submission that a product is not available and that a substitute item may be considered. The School Nutrition Director and/or Administrative Assistant shall review and approve all product/service substitutions in advance and in writing to the contractor. No product or service shall be used in the School Nutrition program that was not approved, in writing, in advance by the School Nutrition Director. In the event a non-domestic agricultural product is to be provided to the SFA, the contractor must obtain, in advance, the written approval of the product from the School Nutrition Administrator. The School Nutrition Director will oversee compliance with the *Buy American Provision*.
15. Full documentation as to the reason an accepted item was unavailable, and the procedure used in determining acceptable alternates, will be available for audit and review. The person responsible for preparing and maintaining this documentation is School Nutrition Director.
16. The School Nutrition Director will be responsible for maintaining all documentation of the procurement process and making documents available for review during announced and unannounced program reviews.

17. When appropriate and approved by the School Nutrition Director, the SFA will exercise its option to purchase items that were previously competitively procured by the North Carolina Department of Administration, Purchase and Contract Division, using a duly awarded, active State Term Contract.

B. Informal Procurement Procedures

1. When the cost of products or services is less than the LEA's small purchase threshold of \$90,000.00, or the Federal micro-purchasing threshold of \$10,000 (or the local micro-purchasing threshold of \$10,000), informal purchasing procedures including the Request for Quotes (RFQ) and Micro-purchasing Procedures (MPP) will be utilized.
2. When using a RFQ, the following procedures will apply:
 - a. Clearly written specifications will be prepared and provided to each potential vendor; the SFA's approved terms and conditions will also be provided to each potential vendor.
 - b. Each vendor will be contacted and given an opportunity to provide a price quote on the same specifications. A minimum of two (2) vendors shall be contacted.
 - c. The School Nutrition Director will be responsible for communicating with potential vendors when price quotes are required.
 - d. Price quotes will receive appropriate confidentiality before awarding a contract.
 - e. The School Nutrition Director will award quotes. Quotes awarded will be to the lowest and best quote based upon quality, service, availability and price.
 - f. The School Nutrition Director will be responsible for documentation of procedures to show selection of vendor, reasons for selection, names of all vendors contacted, price quotes from each vendor, and written specifications.
 - g. The School Nutrition Director will be responsible for documentation that the actual product(s) or service(s) specified is received.
 - h. Any time an accepted item is not available, the School Nutrition Director will select and approve an acceptable alternate. Full documentation will be made available as to the selection of the acceptable item.

- i. Bids will be awarded on the following criteria:
 1. Price
 2. Quality of Product and Service
 3. Responsive and Responsible
 4. Delivery Requirements
 - j. The School Nutrition Director is required to sign all quote tabulations, signifying a fair and equitable review and approval of the selections.
 - k. Quotes from an adequate number of qualified sources will be obtained. Where only one (1) quote is received, the district will provide written documentation as to why there was only one (1) qualified quote.
 - l. When appropriate and approved by the School Nutrition Director, the SFA will purchase items that were previously competitively procured by the North Carolina Department of Administration, Purchase and Contract Division, using a duly awarded, active State Term Contract.
3. When using MPP, the following will apply:
- a. The School Nutrition Director will determine whether the aggregate amount of purchases for goods and/or services does not exceed the micro-purchase threshold of (equal to or less than) \$10,000, a micro-purchasing procedure may be utilized. In so doing, the School Nutrition Director will be responsible to ensure that, under no condition, will purchases be subdivided into amounts of \$10,000 or less in order to circumvent the formal and informal purchasing requirements.
 - b. Purchase orders may be solicited without quotes if the School Nutrition Director determines such practice is consistent with micro-purchasing regulations and consistent with the SFA's written Procurement Plan.
 - c. The School Nutrition Director may purchase products and services (similar or dissimilar, purchased at once, as a single, collective unit whose aggregate cost is less than or equal to \$10,000 in a single transaction, without obtaining competitive quotes as long as the School Nutrition Director determines the price to be reasonable.
 - d. The School Nutrition Director shall ensure competition is achieved by distributing purchase transactions equitably among qualified sources where the price is reasonable. The School Nutrition Director will document all micro-purchases on a *Micro-purchase Tracking Form*.

- e. For purposes of micro-purchasing, a transaction shall be defined as “an occurrence in which two (2) or more entities exchange goods, services or money between or among them under an agreement formed for their mutual benefit.”
- f. The School Nutrition Director agrees to contact the State agency with any questions about allowable/unallowable micro-purchases, and further agrees to maintain all documentation to substantiate micro-purchases including the following:
 - 1. Rationale for using micro-purchasing;
 - 2. Estimated cost of the item/service to be procured (indicating a one-time purchase of \$10,000 or less);
 - 3. Name and address of the vendor;
 - 4. Documentation that purchases are made from a variety of potential vendors as opposed to a single vendor for the majority of micro-purchases;
 - 5. All micro-purchases were approved by the School Nutrition Director prior to the initiation of a single micro-purchase.
- g. The School Nutrition Director will be responsible for the documentation of records to fully explain the decision to use micro-purchasing and to document the micro-purchasing process and outcomes. Such records will be available for audit and review.
- h. The School Nutrition Director will be responsible for documentation that the actual product or service as specified or required was purchased and received.

C. Sole Source of Non-competitive Procurement

When it is determined and documented that a product or service is available only from a single source and when the award of a contract is not feasible under small purchase, sealed bid or competitive negotiation, sole source or non-competitive negotiation procedures will be used and the following procedures shall apply:

- 1. Written specifications for the product or service will be prepared by the SFA.
- 2. The School Nutrition Director will be responsible to prepare and issue a Request for Information (RFI) or other information collection tool to objectively determine whether the product or service, as described in the written specification, is available from one or more sources.
- 3. The School Nutrition Director determines the product or services specified qualifies as a sole source procurement, she/he will be responsible for reviewing the procedures to ensure all requirements for using

sole source or non-competitive negotiations are met; this individual shall also be responsible for preparing appropriate documents to fully explain the decision to use the sole source procurement process, including evidence indicating the goods or services were not available from other sources. The records will be available for audit and review.

4. A member or representative of the local Board of Education or Governing Board will approve, in advance, all procurements, with the exception of product testing purchases, that result from a sole source or non-competitive negotiation.
5. The School Nutrition Director will be responsible for obtaining prior written State Agency approval of the sole source or non-competitive negotiation before entering into the purchase of a good or service and will also be responsible for maintaining such documentation on file.
6. Sole source procurement may be used for one-time purchases of a new food for product testing for which there is no brand equivalent in order to obtain product samples for conducting student taste acceptance. A record of non-competitive negotiation purchase shall be maintained by the School Nutrition Director. The record of non-competitive purchases shall include, at a minimum, the following:
 - a. Item name
 - b. Dollar amount
 - c. Vendor name and address, and
 - d. Written justification for non-competitive procurement
7. The School Nutrition Director will be responsible for documentation that the actual product or service specified was received.

D. Emergency or “Pressing Need” Purchases

If it is necessary to make a one-time emergency procurement as a result of a serious, unforeseen event that requires an immediate response in order to obtain goods or services to continue meal service, protect students, personnel or SFA resources, for other purposes that support program accountability and integrity, an emergency purchase shall be made and the School Nutrition Director will maintain a log of such purchases, Administrative Assistant and/or Cafeteria Manger(s). The following emergency procedures shall be followed:

1. All emergency procurements shall be approved by the School Nutrition Director. At a minimum, the following emergency procurement procedures shall be documented:
 - a. Reason for the emergency
 - b. Good or service required

- c. Cost (all costs to be included, shipping, installation, warranty, etc.)
 - d. Vendor name and address
 - e. Approval of the LEA official, if required.
2. If it is necessary, in the course of a pressing need, to make an emergency purchase by means of “piggybacking” on the solicitation of another SFA, the following conditions must exist and approved procedures must be followed and appropriately documented as follows:
- a. The SFA that originated the solicitation must have included a “piggyback provision” in the original solicitation;
 - b. Documentation that a “pressing need” exists that requires piggybacking on another SFA’s bid will be obtained;
 - c. Approval from the SFA’s governing board will be obtained and documented;
 - d. Approval from the SFA that originated the IFB will be obtained and documented;
 - e. Approval from the vendor that was awarded the Contract (as a result of the IFB) will be obtained and documented;
 - f. A public notice of the district’s *“Intent to Waive Competitive Bidding”* will be issued at least 10 days prior to the regularly scheduled governing board meeting;
 - g. Approval to piggyback will be obtained and documented from the governing board during a regularly scheduled meeting following the public notice;
 - h. Notification to the vendor of final approval will be issued; and
 - i. A contract with the vendor will be developed.

Part III: Purchasing Cooperatives

The SFA shall be a voluntary participant in the North Carolina School Nutrition Procurement Alliance (NCPA). In doing so, the SFA shall agree to the terms and conditions established and subsequently modified by the NCPA’s elected Board of Directors. The original signed agreement between the SFA and the NCPA shall remain on file in the office of the School Nutrition Administrator. (Note: If the SFA does not participate in the NCPA, this paragraph may be deleted.)

If the SFA is a member of a different voluntary procurement group or cooperative, a description of the cooperative should be included in this area of the plan. Specific roles and responsibilities associated with cooperative membership should be provided, in detail, in this location.

If the SFA plans to engage the services of a Group Purchasing Organization (GPO), the following procedures will be implemented to ensure the GPO has been competitively procured and in accordance with Federal and State procurement requirements:

Jackson County Schools is a part of the Far West Cooperative, which consists of Cherokee, Cherokee Central Schools, Clay, Graham, Macon, and Swain. This is part of the North Carolina School Nutrition Procurement Alliance (NCPS) as well and follows the terms and conditions established. Each year the Far West Co-Op designates a representative.

The School Nutrition Director that is chosen is the Far West Co-Op representative for that school year and all specifications, communications, etc. will be updated by the representative.

Part IV: Additional Procurement Provisions

1. In order to evaluate a new product, the following methods will be used:
 - a. Quality and price of product or service
 - b. Consultation with other SN Directors within the Far West Co-Op
 - c. On-site taste testing, where feasible
2. Payment will be made to the contractor when all terms and conditions of the contract have been met and verified as stipulated in the contract. (If value added features are available, payment will be based on the mutually-agreed upon value added feature. For example, if prompt payment is made, discounts, etc. are allowable.)
3. Specifications will be updated by the School Nutrition Director as products change.
4. If a product or service is not received as specified, the following procedure will be implemented:
 - a. The vendor or contractor will be notified for voluntary correction
 - b. Formal letter to company addressing issue and required action
 - c. Contact BOE lawyer if further action is required.
5. If the SFA chooses to use the services of an entity to maximize allowable rebates, the following procedures will be implemented:
 - a. Approval by School Nutrition Director
 - b. When completing application, designate the School Nutrition Director by name and title so that he/she will physically receive the rebate check, account for the funds, and make sure they are deposited in the appropriate account.
6. The School Nutrition Director will oversee the process of managing rebates provided by a third party participant and will track all interactions with and rebates provided by said third party:
 - a. Provide written documentation to the third-party rebate provider that all rebates must accrue to the non-profit School Nutrition Account. All rebate checks must be made payable to the SFA's School Nutrition account.
 - b. Document the deposit of all rebates into the non-profit School Nutrition account.
7. The SFA will designate an individual to monitor each contract to ensure the Contractor and the SFA adhere to all terms and conditions of the contract.

8. All contracts shall result in a fixed, firm price contract and/or cost plus fixed fee contract.

Part V: Documentation and Records Retention

In all transactions except micro-purchases, the contractor shall agree to retain all invoices, records and other documents relative to the contract for a period of three (3) years after final payment plus the current year. The SFA, its authorized agents, and/or USDA auditors shall have full access to and the right to examine any of said materials during said period.

The SFA shall agree to retain all books, journals, records and other documents relative to the award of the contract agreement for three (3) years after final payment. Specifically, the SFA shall maintain, at a minimum, the following documents:

- a. Written rationale for the method of procurement;
- b. A copy of the original solicitation;
- c. The selection of contract type;
- d. The bidding and negotiation history and working papers;
- e. The basis for contractor selection; and/or rejection
- f. Approval from the State agency to support a lack of competition when competitive bids or offers are not obtained;
- g. The basis for award where cost or price is not the primary factor for the decision;
- h. The terms and conditions of the contract;
- i. Any and all contract amendments or modifications;
- j. Billing and payment records;
- k. Any history of any contractor claims; and
- l. Any history of any contractor breaches.

The SFA will complete the most current *School Nutrition Procurement Checklist* for all purchases using School Nutrition funds. The checklist should remain on file with the district's procurement documents as an indicator the SFA has taken all reasonable efforts to procure goods and services in a manner that is consistent with Federal regulations and policy. The checklist is shown in Attachment B.

Part VI: Other Procurement Requirements

- A. All contractors must agree to abide with the terms and conditions of the Jessica Lunsford Act. The vendor acknowledges that N.C. General Statute 14-208.18 prohibits anyone required to register as a sex offender under Article 27A of Chapter 14 of the General Statutes from knowingly being on the premises of any school. This prohibition applies to persons required to register under Article 27A who have committed any offense in Article 7A of Chapter 14 or any offense where the victim of the offense was under the age of 16 years at the time of the offense.

- B. The SFA will make all reasonable efforts to assure that minority businesses, women's business enterprises and labor surplus area firms are engaged in solicitations and awarded contracts when possible.
- C. The SFA and its contractors shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- D. All Contractors must agree to abide with the requirement for Criminal Background Checks. The vendor shall conduct criminal background checks on each of its employees who, pursuant to this Agreement, engage in any services on Jackson County Schools property or at Jackson County Schools events. The Contractor shall provide documentation that criminal background checks were conducted on each of its employees prior to hiring, and shall refuse employment to any person convicted of a felony or any other crime, whether misdemeanor or felony, that indicates the person poses a threat to the physical safety of students, school personnel or others. Such checks shall include an annual check of the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program, and the National Sex Offender Registry. The vendor shall not assign any employee or agent to provide services pursuant to this contract if (1) said worker appears on any of the listed registries; (2) said worker has been convicted of a felony; (3) said worker has been convicted of any crime, whether misdemeanor or felony, involving sex, violence, or drugs; or (4) said worker has engaged in any crime or conduct indicating that the worker may pose a threat to the safety or well-being of student or school personnel. Jackson County Schools reserves the right to prohibit any individual employee of the vendor from providing services on Jackson County Schools property or at Jackson County Schools events if Jackson County Schools determines, in its sole discretion, that such employee poses a threat to the safety or well-being of students, school personnel or others.
- E. All contractors must agree to abide with the IRAN DIVESTMENT ACT CERTIFICATION. N.C.G.S. 147-86.59 which requires:
1. Certification for bids or contracts with the State of North Carolina, a North Carolina local government, or any other political subdivision of the State of North Carolina. The certification is required when a bid is submitted; contract is entered into and when a contract is renewed:

- When a bid is submitted
 - When a contract is entered into (if the certification was not already made when the vendor made its bid)
 - When a contract is renewed or assigned
2. Contractors with the State, a North Carolina local government, or any other political subdivision of the State of North Carolina must not utilize any subcontractor found on the State Treasurer's Final Divestment List. The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address www.nctreasurer.com/iran and will be updated every 180 days.

The Iran Divestment Act of 2015 may be found online at:

http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter_147/Article_6E.pdf ** The Act's requirements use the term "State agency." G.S. 147-86.57(7) provides that in the Act, the term "State agency" includes not only State departments, boards, commissions, executive departments, officers and institutions, but also "any political subdivision of the State" such as a Local Government Unit.

- b. Should the Jackson County Schools BOE determine it is in the best interest of the SFA to outsource the preparation of meals to a qualified catering company, the SFA agrees to notify the department before procuring the services of a catering company and to use the NC Department of Public Instruction's (NCDPI) RFP Template/Contract to solicit, evaluate, negotiate and contract with the successful vendor.
- c. Should the Jackson County Schools BOE determine it is in the best interest of the SFA to seek a for-profit Management Company to operate its non-profit School Nutrition Program, Jackson County Schools shall notify the NCDPI of its intent to outsource the program no later than six months prior to the desired date of the contract. Further, the LEA agrees to and agrees to use the solicitation/contract template required by the NCDPI and shall comply with the State and Federal guidelines for contracting with Management Companies. The BOE further agrees to appoint a qualified employee of the LEA to monitor the contract between the LEA and the Management Company on daily basis.

Part VII: Contract Oversight

- A. The School Nutrition Director shall designate an individual by name and title who will oversee each contract using School Nutrition funds to ensure all terms, conditions and deliverables are adhered to in a manner that is consistent with the contract.
- B. Each contract will be monitored on a frequency that is established at the beginning of the contract period; any failure of the contractor to abide with the terms and conditions of the contract will be reported to the School Nutrition Administrator

- immediately and immediate, documented corrective action will be required and/or contract termination proceedings will begin.
- C. The SFA alone will be responsible, in accordance with good administrative practice and sound business judgment, of the settlement of all contractual and administrative issues arising out of procurements using School Nutrition funds. These issues include, but are not limited to, source evaluation, protests, disputes and claims. These standards do not relieve the SFA of any contractual responsibilities under its contracts.
 - D. It is understood by the SFA and LEA that neither the US Department of Agriculture nor the North Carolina Department of Public Instruction will substitute their judgment for that of the SFA and LEA unless the matter is primarily a Federal or State concern. Violations of law will be referred to the local, State, or Federal authority having proper jurisdiction.

Attachment A
Code of Ethics and/or Conflict of Interest Policy of the
Jackson County Board of Education

School Board Policy:

2110 Board Member Elections

2120 Code of Ethics for School Board Members

2121 Board Member Conflict of Interest

Attachment B

Specific Procurement Procedures for the purchase of all goods and services by the SFA.

Category of Items to be Purchased	Procurement Method to be Used	Method of Award (line item, bottom line, market basket etc.)	Frequency of Purchase
Food and Non-Food Supplies (over small purchase threshold)	Invitation for Bid (formal)- NCPA	Bottom Line by Lot	Annually with option to renew based on mutual agreement of both parties
Food and Non-Food Supplies (under small purchase threshold)	Request for Quote (informal)	Bottom line	Semi-Annually or as needed
Produce	Invitation for Bid (formal)	Bottom Line	Annually with option to renew based on mutual agreement of both parties
Bread/Dairy	Invitation for Bid (formal)	Bottom Line w/ escalation/de-escalation option	Annually with option to renew based on mutual agreement of both parties
Locally grown produce (limited quantities)	Request for Quote or Micro purchase procedures of one time purchase less than \$10,000	Bottom Line	As needed
Chemicals for Cleaning (under small purchase threshold)	Request for Quote (informal)	Bottom Line	Annually with option to renew based on mutual agreement of both parties
Computer Hardware	Request for Quote (informal)	Bottom Line	As needed
Technology Service and Support	Request for Quote (informal)	Bottom Line	Annually or as often as required for operations/maintenance contract or license
Consultant Services	Request for Quote OR Sole Source which must be	Based upon pre-established evaluation tool	Annually or as often as needed for

	approved in advance by the State agency	with numeric scores; awarded by an evaluation committee	professional support and consultation
Hood Cleaning	Request for Quote (informal)	Bottom Line	Annually, with option to renew based on mutual agreement of both parties
Equipment Replacement Parts	Micro-purchasing procedures if a one-time purchase of less than \$10,000		As needed
Smart Snack-compliant vending	Invitation for bid (informal)	Bottom Line	Annually with option to renew based on mutual agreement of both parties
Equipment Repair	Emergency Purchase		As needed
Uniforms (small purchase threshold)	Micro-purchasing procedures if a one-time purchase of less than \$10,000		Annually or as needed

Attachment C

Procurement Checklist

Goods/Services to be procured: _____

Procurement date: _____

Person overseeing procurement process: _____

This checklist will be used when preparing solicitation documents, conducting informal and formal procurements, evaluating bids and proposals and executing contracts that involve the use of School Nutrition Funds.

Procurement Plan:

- _____ Written procurement plan
- _____ Authorized purchaser(s) specified
- _____ Detailed procurement methods to be used (quotes, IFB, RFP, micro-purchasing, non-competitive negotiation) including detailed procedures for each purchasing method
- _____ Advertising procedures
- _____ Award method clearly described (i.e., line item, bottom line, market basket analysis or written evaluation of product/service)
- _____ Vendor notification of award/non-award of contract
- _____ Code of ethics/conflict of interest policy
- _____ Instructions for documentation and record-keeping
- _____ Assignment for Contract oversight
- _____ Assurance of compliance with all Federal procurement policies
- _____ Assurance of compliance with all State procurement policies
- _____ Other local requirements

Procurement Procedures:

- _____ Letter of invitation
- _____ Intent of procurement activity
- _____ Contract time-period
- _____ Bid/proposal/quote submission procedures (i.e. sealed bid, written, etc.)
- _____ Pre-bid/proposal meeting date/time/location (if applicable)
- _____ Bid opening date/time/location; Proposal opening procedures
- _____ Contact information
- _____ Civil Rights Statement
- _____ Other local requirements

Terms and Conditions:

- _____ Certification regarding disclosure of lobbying (\$100,000+)
- _____ Debarment/suspension certification form (\$25,000+)
- _____ Non-collusion statement
- _____ Assurance of ethical practices

Procurement Checklist (continued)

- _____ Escalation/de-escalation clause
- _____ Price determination statement (fixed, fixed with firm price for delivery, etc.)
- _____ Contract Extension or “roll-over” clause if warranted
- _____ Buy American statement and instructions
- _____ Bid/proposal protest procedures
- _____ Remedy for non-performance/termination of contract
- _____ HUB statement to involve minority business where possible
- _____ “Equal Employment Opportunity” compliance statement (\$10,000+)
- _____ Energy Policy and Conservation Act statement
- _____ Clean Air/Water Act statement (\$100,000+)
- _____ Civil Rights Act statement
- _____ Compliance with the Jessica Lunsford Act
- _____ Return of Discounts, Credits and Rebates to SFA statement
- _____ Record retention and record access requirements (records maintained for three years (plus the current year) from final payment of contract and/or renewal; all base solicitations must be maintained for three years after the final payment on the contract)
- _____ Method of shipment/delivery requirements
- _____ Method of payment, invoices, statements, etc.
- _____ Purchase instrument to be used and how vendor will receive purchase orders
- _____ Bid certification form
- _____ Other State or local requirements
- _____ Specifications that are sufficiently detailed to get what is needed but not so specific as to restrict competition
- _____ Product specifications (approved brand and/or equivalent)
- _____ Quantity
- _____ Quality
- _____ Packaging
- _____ Pricing (unit and extended)
- _____ Procedure for documenting/pre-approving any substitutions and/or deviations
- _____ Other local requirements

Documentation and Records:

- _____ All IFBs/RFPs/RFQs with appropriate documentation and signatures of authorized purchasers maintained on the original solicitations
- _____ Comparison charts to document procurement decisions and contract awards
- _____ Record of public bid openings and/or proposal openings if proposals will be publicly opened
- _____ Copies of contract award/non-award letters
- _____ Copies of advertisements for solicitation of good/services
- _____ Determination/document of correct procurement method used
- _____ Evaluation of escalation/de-escalation clause
- _____ Evaluation of Contract Extension/Amendment (roll-over clause)

Procurement Checklist (continued)

- _____ Evaluation/documentation of contract re-negotiations/changes to original contract at the timelines and under the same conditions specified in the original solicitation document
- _____ Evaluation of return of discounts, credits and rebates (as applicable) and detailed procedure indicating how/when the discounts, rebates and credits would be assigned to the SFA by the contractor
- _____ Evaluation of whether procurement methods/activities are consistent with the SFA's approved written procurement plan
- _____ Evaluation of procedures for ensuring records retention requirements are met and where/how all documents pertaining to the solicitation and contract/contract amendments will be maintained
- _____ Non-competitive purchases (sole source, emergency, etc.) are appropriately documented and have received approval from State agency or governing board prior to award, including purchases through means of *piggybacking* onto another SFA's solicitation document
- _____ Invoices/payments for items purchased with school nutrition funds
- _____ Documentation of any contractor performance or breach of contract from vendors
- _____ Provision requiring the SFA to abide with the Iran Divestment Act of 2015, as amended
- _____ Other local requirements

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotape, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online

at: <https://www.usda.gov/sites/default/files/documents/USDA-OASCR%20P-Complaint-Form-0508-0002-508-11-28-17Fax2Mail.pdf>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

1. **mail:**
U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410; or
2. **fax:**
(833) 256-1665 or (202) 690-7442; or
3. **email:**
program.intake@usda.gov

This institution is an equal opportunity provider.



Y & S TECHNOLOGIES

383 Kingston Ave, Ste#357,
Brooklyn, NY 11213
Phone: 7184730284

Quotation

Number: **SF-2463**

Date: **01/13/2025**

Quote prepared for: **Greg Stewart**

Bill To:
Greg Stewart
Jackson County Public Schools
398 Hospital RD
Sylva, NC 28779
Phone: (828)316-7576
Email: gstewart@jcpsmail.org

Ship To:
Greg Stewart
Jackson County Public Schools
398 Hospital RD
Sylva, NC 28779

Item #	Mfr. Part	Description	Price	Qty.	Extended
1	21L6S4HX00	Lenovo Notebook NB TP L14 Gen5 AMD R5 PRO 7535U, 16GB DDR5, 512GB M.2, W11P (Autopilot) Protection 3Y ADP Add On Mfr: Lenovo	\$ 759.00	30	\$ 22,770.00
2	5WS0A14081	Lenovo Depot - 3 Year - Service - Service Depot - Maintenance - Parts & Labor - TAA Compliance Mfr: LENOVO GROUP LIMITED UNSPSC: 81111805	\$ 49.00	30	\$ 1,470.00
3	5PS0A23193	Lenovo Accidental Damage Protection (Add-On) - 3 Year - Service - On-site - Maintenance - Parts & Labor - Physical - TAA Compliance Mfr: LENOVO GROUP LIMITED UNSPSC: 81111805	\$ 64.00	30	\$ 1,920.00
4	82W20003US	Lenovo 300e Yoga Chromebook Gen 4 82W20003US 11.6" Touchscreen Convertible 2 in 1 Chromebook - HD - 1366 x 768 - Octa-core (ARM Cortex A76 Dual-core (2 Core) 2.05 GHz + Cortex A55 Hexa-core (6 Core) 2 GHz) - 4 GB Total RAM - 4 GB On-board Memory - 32 GB Flash Memory - Graphite Gray - MediaTek Kompanio 520 Chip - ChromeOS - ARM Mali-G52 2EE MC2 Graphics - In-plane Switching (IPS) Technology - English Keyboard - Front Camera/Webcam - 16 Hours Battery Run Time - IEEE 802.11ax Wireless LAN Stan - EPEAT Gold, TAA Compliance Mfr: LENOVO GROUP LIMITED UNSPSC: 43211503	\$ 267.00	300	\$ 80,100.00
5	5WS0N75691 And 5PS0F04089	Lenovo 3 year Depot accidental damage coverage School year term whereshipping (including packaging) or delivery to the repair center is paid for byLenovo. Mfr: Lenovo	\$ 86.00	300	\$ 25,800.00
6	CROS-SW-DIS-EDU-NEW	Google Chrome - License - 1 License - Academic Mfr: GOOGLE, INC UNSPSC: 43231512	\$ 28.75	300	\$ 8,625.00
7	Laser Etching	Laser Etching Mfr: Y&S	\$ 7.50	300	\$ 2,250.00
8	White Glove Services Chrome Enrollment	White Glove Services Chrome Enrollment Mfr: Y&S	\$ 7.50	300	\$ 2,250.00
8 item(s)					
			Sub-Total		\$ 145,185.00
			Freight		\$ 0.00
			Tax @ 7%		\$ 10,162.95
			Total		\$ 155,347.95

Customer Comments

Quote 1) 4GB QTY 300 Lenovo 300e and 30 laptops with warranties. Pricing is per the NC 204A State contract pricing.

Quote Valid Until: 03/31/2025

Payment Details

Pay by: Company Check

Other Details

:

Terms and Conditions

Shipping and Delivery Details

Shipping via: FEDEX Ground
(DropShip)

TITLE IX SEXUAL HARASSMENT – PROHIBITED CONDUCT AND REPORTING PROCESS

Policy Code: 1725/4035/7236

The Jackson County Board of Education 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 sexual harassment in the education program and activities of the school system. The board takes seriously all reports and formal complaints of sexual harassment.

This Title IX sexual harassment policy specifically prohibits sexual harassment as that term is defined under Title IX. It provides a process for students, employees, and others to report such sexual harassment for response by school officials. All incidents of conduct that could constitute sexual harassment 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 prohibited by this policy or who have witnessed or have reliable information that another person has been subjected to sexual harassment 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 sexual harassment that is designed to achieve prompt and equitable resolution of formal complaints of sexual harassment 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 Grievance Process. Affected individuals are encouraged to report sexual 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 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.

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 of the school system conditioning the provision of an aid, benefit, or 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, pervasive, and objectively offensive that it effectively denies a person 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 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 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 7232, Discrimination and Harassment in the Workplace, prohibiting harassment in the workplace; 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.

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 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 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 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.

4. Respondent

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

5. Grievance Process

Grievance process means the process for investigating and reaching a final determination of responsibility for a formal complaint of sexual harassment. The sexual harassment 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 and allegations of sexual harassment. 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.

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

1. Student Reports

Any student who believes he or she is a victim of sexual harassment 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 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 of sexual harassment or allegations of sexual harassment 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” and must be reported immediately:

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

Employees who observe an incident of harassment 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 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 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 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. Employees making mandatory reports should provide as much detail about the alleged sexual harassment 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 of sexual harassment must report that information immediately, as provided in subsection C.2 above.

D. SCHOOL OFFICIALS' RESPONSE TO ACTUAL KNOWLEDGE OF SEXUAL HARASSMENT

As required to meet the school system's obligations under Title IX, school officials shall respond promptly and impartially to actual knowledge of alleged sexual harassment 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 in accordance with this section. However, a report alleging conduct that is not sexual harassment 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, 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 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 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 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.

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. 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 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 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 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. 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 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 under this policy is set out in policy 1726/4036/7237, Title IX Sexual Harassment 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. 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 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 in the Workplace (policy 7232)

Adopted: July 28, 2020
 Updated: November 17, 2020
 Updated: January 21, 2025

The policies listed below require the superintendent or other school system employees to report certain information to various external governmental agencies and officials. This list is not exhaustive of all external reporting requirements. In addition to the reporting requirements described in this policy, the superintendent or designee shall make any other reports to external governmental agencies or officials when required by law or regulation or when required as a condition of a federal grant or award (see policy 8305, Federal Grant Administration).

A. THE STATE BOARD OF EDUCATION/DEPARTMENT OF PUBLIC INSTRUCTION

The superintendent must ensure that all required data, reports, and other information are submitted to the State Board of Education (SBE)/Department of Public Instruction, including, but not limited to, the following:

1. that a licensed individual has been found through a criminal records check to have a criminal history (see policy 7100, Recruitment and Selection of Personnel);
2. the reason for the resignation of certain licensed employees if the employee's criminal history is relevant to the resignation (see policy 7900, Resignation);
3. that certain licensed employees, who have been recommended for dismissal, have resigned without the superintendent's written consent (see policy 7900, Resignation);
4. parental involvement information as required by SBE Policy PRNT-002 and G.S. 115C-76.70 (see policy 1310/4002, Parental Involvement);
5. certain crimes occurring on school property or on school sponsored field trips as required by 16 N.C.A.C. 6E .0107 (see policy 4335, Criminal Behavior);
6. if at least two violent criminal offenses and at least five or more such offenses per 1000 students were committed during each of the two most recent school years, any conditions in the school that may have contributed to the commission of the violent criminal offenses and any plans to eliminate such conditions; and each student transfer made pursuant to SBE Policy SSCH-006 (see policy 4152, Unsafe School Choice Transfer);
7. a copy of the Chemical Hygiene Plan (see policy 7265, Occupational Exposure to Hazardous Chemicals in Science Laboratories);
8. a plan for the literacy interventions the school system will offer in the following school year, as required by G.S. 115C-83.6A (see policy 3420, Student Promotion and Accountability);

9. the board's determination of how each alternative school will participate in the State Alternative Schools' Accountability Model (see policy 3470/4305, Alternative Learning Programs/Schools);
10. the comparability testing report assessing the equivalent distribution of state and local resources among schools (see policy 3565/8307, Title I Program Comparability of Services);
11. mental health and student wellness information required by SBE Policy SHLT-003 (see policy 6120, Student Health Services);
12. a copy of policy 6140, Student Wellness, if requested (see policy 6140, Student Wellness);
13. a report that provides information pertaining to the school system's efforts to comply with policy 6140, Student Wellness, and SBE Policy SHLT-000 (see policy 6140, Student Wellness);
14. a copy of any threat assessment policies, procedures, or protocols when newly approved or revised (see policy 1510/4200/7270, School Safety);
15. quantitative data on the activities of all threat assessment teams as required by G.S. 115C-105.65(g) and the North Carolina Center for Safer Schools guidance (see policy 1510/4200/7270, School Safety); and
16. student disciplinary data (see policy 4345, Student Discipline Records).

In addition, any administrator who knows, has reason to believe, or has actual notice of a complaint that a licensed employee has engaged in misconduct that (1) would justify automatic revocation of the employee's license pursuant to G.S. 115C-270.35(b), has resulted in a criminal charge or indictment for any of the crimes listed in G.S. 115C-270.35(b), involved the infliction of physical injury against a child or student other than by accident or in self-defense, or involved any sexual contact with a child or student, and (2) resulted in dismissal, disciplinary action, or resignation shall report the misconduct to the SBE (see policy 7130, Licensure). If a licensed employee is dismissed, is demoted, or resigns as the result of conduct that is not covered by the preceding sentence but that may otherwise justify disciplinary sanctions against the employee's license under 16 N.C.A.C. 6C .0604, the superintendent or designee shall report the conduct to the SBE (see policy 7130, Licensure).

B. LAW ENFORCEMENT

School employees, contractors, and volunteers must report to local law enforcement when they know or reasonably should know that a child has been a victim of a sexual offense or an offense that inflicts serious bodily injury or serious physical injury upon the child by nonaccidental means or an attempt, solicitation, or conspiracy to commit either of those

offenses, or misdemeanor child abuse (see policy 4240/7312, Child Abuse and Related Threats to Child Safety).

Principals must report to law enforcement certain crimes occurring on school property (see policy 4335, Criminal Behavior, and policy 5027/7275, Weapons and Explosives Prohibited, and policy 7240, Drug-Free and Alcohol-Free Workplace, and administrative regulation 1510/4200/7270-R, Responding to Bomb Threats).

School administrators and other supervisory personnel also must report to law enforcement when they reasonably believe that a registered sex offender is or has been on school property or at a school event (see policy 5022, Registered Sex Offenders).

The superintendent must provide law enforcement with (1) schematic diagrams of all school facilities, (2) updates of the schematic diagrams when the school system makes substantial facility modifications, (3) either keys to the main entrance of all school buildings or emergency access to key storage devices for all school buildings, and (4) updated access to school buildings when changes are made to the locks of the main entrances or to the key storage devices (see policies 1510/4200/7270, School Safety, 5120, Relationship with Law Enforcement, and 9220, Security of Facilities).

C. LOCAL EMERGENCY MEDICAL SERVICES

Appropriate local emergency medical services officials must be notified of the location and most recent placement of AEDs within a reasonable period of time of placement (see policy 5028/6130/7267, Automated External Defibrillator).

D. COUNTY DEPARTMENT OF SOCIAL SERVICES

School employees, contractors, and volunteers must report to the county department of social services if they suspect that a child is abused, neglected, dependent, or has died as the result of maltreatment (see policy 4240/7312, Child Abuse and Related Threats to Child Safety).

E. DEPARTMENT OF HEALTH AND HUMAN SERVICES

School employees, contractors, and volunteers must report to the Department of Health and Human Services (DHHS) if they have cause to suspect that a child in a child care facility has been maltreated by a caregiver or has died as a result of maltreatment occurring in a child care facility (see policy 4240/7312, Child Abuse and Related Threats to Child Safety). The assistant superintendent of human resources also must notify DHHS if a child care provider has incurred any pending charges, indictments, or convictions (other than minor traffic offenses) since the last qualification letter was issued by DHHS's Division of Child Development and Early Education (see policy 7100, Recruitment and Selection of Personnel).

In addition, the principal shall provide DHHS with an annual immunization report and a

health assessment status report (see policy 4110, Immunization and Health Requirements for School Admission).

F. COUNTY HEALTH DEPARTMENT

The principal must report suspected cases of reportable diseases and conditions to the county health department (see policy 4230, Communicable Diseases – Students, and policy 7262, Communicable Diseases – Employees).

Supervisory personnel must report unsafe conduct to the county health department when they have a reasonable concern that such conduct may cause or may have caused the spread of a communicable disease (see policy 7262 Communicable Diseases – Employees).

G. DEPARTMENT OF PUBLIC SAFETY'S DIVISION OF EMERGENCY MANAGEMENT

The superintendent must provide the Department of Public Safety's Division of Emergency Management with (1) emergency response information it requests for the school risk management plan, (2) updated emergency response information when such updates are made, (3) schematic diagrams of all school facilities, and (4) updates of the schematic diagrams when the school system makes substantial facility modifications (see policies 1510/4200/7270, School Safety, and 9220, Security of Facilities).

H. NORTH CAROLINA CENTER FOR MISSING PERSONS

School officials must report to the Center for Missing Persons any information received indicating that a student transferring into the school system is a missing child (see policy 4700, Student Records).

I. DEPARTMENT OF ADMINISTRATION

The following information must be provided to the Department of Administration: (1) all legally required reports regarding contract bids and contract purchases of goods and services from historically underutilized businesses, disabled business enterprises, and nonprofit work centers for the blind and the severely disabled (see policy 6402, Participation by Historically Underutilized Businesses); and (2) all legally required reports regarding the use of minority businesses in construction work (see policy 9125, Participation by Minority Businesses).

J. BOARD OF COUNTY COMMISSIONERS

The finance officer must provide notice to the board of county commissioners of any report received from the Teachers' and State Employees' Retirement System containing a list of employees whose retirement in the upcoming year would likely result in an assessment to the board for additional employer contribution (see policy 8510, School Finance Officer).

K. SECRETARY OF THE LOCAL GOVERNMENT COMMISSION

The finance officer must submit reports to the Secretary of the Local Government Commission as required by law (see policy 8510, School Finance Officer).

L. FEDERAL MOTOR CARRIER SAFETY ADMINISTRATION

Designated employees shall report required information regarding school system commercial motor vehicle operators through the federal Commercial Driver's License Drug and Alcohol Clearinghouse (see policy 7241, Drug and Alcohol Testing of Commercial Motor Vehicle Operators).

Legal References: 49 C.F.R. 382.705; G.S. 7B-301; 14-318.6; 110-105.4; 115C-12(27), -76.70, -83.6A, -105.53, -105.54, -105.65, -270.35, -288(g), -325(o)(2) (applicable to career status teachers), -325.9(b) (applicable to non-career status teachers), -326.20, -390.4(c), -403, -436, -446; 130A-136, -155, -441; 143-48, -128.3, -131; 10A N.C.A.C. 09 .2703(m); 16 N.C.A.C. 6C .0313, .0604, .0608; 16 N.C.A.C. 6E .0107; 16 N.C.A.C. 6G .0314; State Board of Education Policies PRNT-002, SHLT-000, SHLT-003, SSCH-006

Cross References: Parental Involvement (policy 1310/4002), School Safety (policy 1510/4200/7270), Responding to Bomb Threats (administrative regulation 1510/4200/7270-R), Student Promotion and Accountability (policy 3420), Alternative Learning Programs/Schools (policy 3470/4305), Title I Program Comparability of Services (policy 3565/8307), Immunization and Health Requirements for School Admission (policy 4110), Unsafe School Choice Transfer (policy 4152), Communicable Diseases – Students (policy 4230), Child Abuse and Related Threats to Child Safety (policy 4240/7312), Criminal Behavior (policy 4335), Student Discipline Records (policy 4345), Student Records (policy 4700), Registered Sex Offenders (policy 5022), Weapons and Explosives Prohibited (policy 5027/7275), Automated External Defibrillator (policy 5028/6130/7267), Relationship with Law Enforcement (policy 5120), Student Health Services (policy 6120), Student Wellness (policy 6140), Participation by Historically Underutilized Businesses (policy 6402), Recruitment and Selection of Personnel (policy 7100), Licensure (policy 7130), Drug-Free and Alcohol-Free Workplace (policy 7240), Drug and Alcohol Testing of Commercial Motor Vehicle Operators (policy 7241), Communicable Diseases - Employees (policy 7262), Occupational Exposure to Hazardous Chemicals in Science Laboratories (policy 7265), Resignation (policy 7900), Federal Grant Administration (policy 8305), School Finance Officer (policy 8510), Participation by Minority Businesses (policy 9125), Security of Facilities (policy 9220)

Other Resources: *Behavioral Threat Assessment and Management: Best Practice Guidance for North Carolina Behavioral Threat Assessment and Management Teams for Harm Prevention*, N.C. Department of Public Instruction Center for Safer Schools (March 2024), available at <http://www.dpi.nc.gov/best-practice-guidance-north-carolina-behavioral-threat-assessment-and-management-teams-harm>; Master Data Calendar, N.C. Department of Public Instruction, available at <https://www.dpi.nc.gov/data-reports/data-calendar>

Adopted:

TITLE IX SEXUAL HARASSMENT GRIEVANCE PROCESS

Policy Code: 1726/4036/7237

The process provided in this policy is designed for those who believe that they have been sexually harassed in violation of policy 1725/4035/7236, Title IX Sexual Harassment – 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.

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 – 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 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.

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 harassment.

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 sexually harassed in violation of policy 1725/4035/7236, Title IX Sexual Harassment – Prohibited Conduct and Reporting Process, may initiate the grievance process for alleged sexual harassment 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 harassment, 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 or alleged sexual harassment 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, (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, 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 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.
- 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 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, school officials responsible for the investigation, adjudication, or appeal of a formal complaint of sexual harassment 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, 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. 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, 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 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; 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 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 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 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 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 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 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

1. Disciplinary Consequences for Students

Disciplinary consequences for substantiated sexual harassment 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 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 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 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 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 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. 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 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.

H. INFORMAL RESOLUTION

The board provides informal resolution processes to resolve some formal complaints of sexual harassment 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 sexually harassed a student. 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 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 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 – 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 (policy 7232), Professional Employees: Demotion and Dismissal (policy 7930), Classified Personnel: Suspension and Dismissal (policy 7940)

Adopted: July 28, 2020
Updated: November 17, 2020
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The Jackson County Board of Education believes that an effective testing and assessment program evaluates the progress of individual students and helps ensure that educational goals and objectives are being met for every child. A testing program also assists in the continued refinement of the instructional program. In addition, data from tests and assessments provide measures of student learning that are useful for evaluating educator effectiveness.

Every effort will be made to ensure that the testing program contributes to the learning process rather than detracts from it. Efforts also will be made to use only culture-free or culture-fair tests in order to ensure that measurements are reasonably accurate.

A. ADMINISTRATION OF TESTS, SCREENINGS, AND OTHER ASSESSMENTS

The superintendent shall provide for the proper administration of all state-required tests, screenings, and other assessments and any state-required remedial instruction, interventions, and/or retesting in accordance with all requirements established by law or the State Board of Education. The superintendent, in consultation with the school principals, shall determine how results from such measures will be used in determining students' final grades, provided that the requirements described in Section B, below, and any other applicable state requirements are met.

The superintendent shall provide for the online administration of state-required tests to the extent required by the State Board of Education or the Department of Public Instruction, and otherwise as feasible within available resources. The superintendent shall keep the board informed of any resources or other measures needed to support online test administration.

Students may participate in field testing and other sample testing as designated by the State Board or the Department of Public Instruction.

The superintendent shall develop security and administration procedures for the state testing program and other assessments that are consistent with State Board of Education requirements and relevant law. The superintendent shall ensure that all relevant personnel are instructed in such procedures. All testing personnel, teachers, and school administrators are required to be familiar with and adhere to all applicable testing manuals, handbooks, and guides, including the Testing Code of Ethics, for state and locally-required tests. Failure to follow procedures may result in disciplinary sanctions, including termination or revocation of administrative and/or teaching licenses.

B. HIGH SCHOOL END-OF-COURSE TESTING

High school students must take all end-of-course (EOC) tests and Career and Technical Education (CTE) State Assessments required by the State Board of Education. The results of EOC tests and CTE State Assessments will count as **25 percent** of a student's final grade

in each high school course for which there is an EOC test or CTE State Assessment, with the exception of the following: (1) English Learner students in their first year in a U.S. school; (2) students following the Occupational Course of Study Pathway or whose individualized education programs (IEPs) otherwise exclude their EOC results from their final grades; and (3) students enrolled in a course during the initial implementation year of a new assessment for that course where proficiency scores are not available due to standard setting.

C. MINIMIZING TIME SPENT TESTING

The superintendent or designee shall ensure that the time students spend taking standardized state and local tests and the frequency of field testing at a particular school are minimized. Specifically, the superintendent shall ensure the following.

1. Schools will devote no more than two days of instructional time per year to the taking of practice tests that do not have the primary purpose of assessing current student learning.
2. Students will not be subject to field tests or national tests during the two-week period preceding their school's administration of end-of-grade tests, end-of-course tests, or regularly scheduled final exams.
3. No school will participate in more than two field tests at any one grade level during a school year.
4. All annual assessments of student achievement adopted by the State Board of Education pursuant to G.S. 115C-174.11(c)(1) or other applicable law and all final exams for courses will be administered within the final ten instructional days of the school year for year-long courses and within the final five instructional days of the semester for semester courses. Exceptions will be permitted on an individual basis to accommodate a student's IEP or Section 504 plan; for the administration of final exams for courses with national or international curricula required to be held at designated times; for make-up testing; and as otherwise permitted by the Department of Public Instruction.
5. A report of local standardized testing is provided to the board for review in even-numbered years and, if required, a plan for reducing the time spent on such testing is subsequently prepared and submitted to the State Board of Education in compliance with state law.

Legal References: The Family Educational Rights and Privacy Act, 20 U.S.C. 1232g, -h; 34 C.F.R. pt. 99; G.S. 115C, art. 10A; 115C-47, -83.5, -83.6, -83.6A, -83.6B, -83.7, -83.8, -174.11, -174.12, -174.13, -174.15, -174.22, -174.25, -276, -288, -307, -402.5; S.L. 2019-212, Sec. 1; 16 N.C.A.C. 6D .0309; State Board of Education Policy series TEST and GRAD; EVAL-006, EVAL-025 through -031

Cross References: Professional and Staff Development (policy 1610/7800), Goals and Objectives of the Educational Program (policy 3000), Student Promotion and Accountability (policy 3420), Student Records (policy 4700), Public Records – Retention, Release, and Disposition (policy 5070/7350)

Other Resources: *Testing Security: Protocol and Procedures for School Personnel* (NCDPI), available at <https://www.dpi.nc.gov/districts-schools/testing-and-school-accountability/testing-policy-and-operations/testing-security>; *North Carolina Test Coordinators' Policies and Procedures Handbook*, available at <https://www.dpi.nc.gov/districts-schools/testing-and-school-accountability/testing-policy-and-operations>

Adopted: February 25, 2002, effective April 1, 2002
Updated: August 13, 2008
Updated: September 22, 2009
Updated: October 25, 2011
Updated: October 22, 2013
Updated: April 22, 2014
Updated: October 28, 2014
Updated: November 29, 2016
Updated: April 25, 2017
Updated: November 21, 2017
Updated: September 25, 2018
Updated: November 27, 2018
Updated: October 27, 2020
Updated: October 26, 2021
Updated: May 23, 2023
Updated: December 17, 2024
Updated: January 21, 2025

Travel Request Form

Please Note: Welcome to Jackson County Public Schools Travel Tracker, your one-stop travel center. Within this software, you can submit student field trip requests, reserve an activity bus for a field trip or athletic event, and reserve a car for staff travel. If you have any questions or comments please email Josh Francis at Jackson County Schools Transportation.

Trip Number **10137**

* Category Travel With Students

* Type of Trip Field Trip

* Field Trip Event
Standard Field Trip

Trip Leave

* Date **4/29/25** **Tuesday**

* Time 6:00 AM

Trip Return

* Date **5/1/25** **Thursday**

* Time 7:30 PM

Trip Year/Week 2025-18

* Overnight or Out-of-State Yes

Comments The pick up and drop off will be at Cullowhee Valley School

* Your School/Dept ⓘ 304 **Cullowhee Valley School**
240 Wisdom Dr, Cullowhee, NC 28723

* Main Destination ⓘ Other (Type Below)
Charleston, SC, USA

Destination Not Listed Charleston, South Carolina * **Destination Name** Charleston, SC (see itinerary)

* Approximate Nbr of Miles Round Trip

Special Instructions for Permission Slip

TOJ
1/13/25

* **Funding Source #1** School Funded Field Trips Budget Code

Funding Source Desc Budget Code Desc

Funding Approver

Are funds payable to a third party? No

(Does venue require payment prior to trip?)

* Teacher / Advisor / Staff Name Trudi Gunter

* Teacher / Advisor / Staff Phone # 828-293-5667
 Teacher / Advisor / Staff Email tgunter@jcpsmail.org

Note: This email will receive the requester emails if different from requester

Emergency Contact Info Same as Teacher / Advisor / Staff

* Emergency Contact Name Trudi Gunter
 * Emergency Contact Phone # 828-293-5667

* Grade Level(s) Making Trip

8

* Description of Group or Person(s) Making Trip

8th Grade Trip

* Educational Objective for Field Trip

April 29:
 6:00 AM Coach arrives for loading
 6:30 AM Group departs for Charleston, SC, making a rest area stop and bag lunch (from home) stop en route
 1:00 PM Visit the SC Aquarium
 3:30 PM Time to shop in the historic market and surrounding souvenir shops
 5:30 PM Dinner at The Oyster House– choice of entrée with side, dessert and drink
 7:00 PM Ghost Tour of Historic Charleston
 9:30 PM Check in to the Holiday Inn Express Mt. Pleasant NE
 April 30:
 AM Hot breakfast at the hotel
 8:15 AM Depart for touring
 8:45 AM Arrive at the marina for briefing
 9:00 AM Tour the USS Yorktown and all the other exhibits at Patriot's Point
 10:45 AM Pard the Boat at Patriots Point
 11:00 AM Charleston Harbor Tour
 12:30 PM Arrive back at the dock
 1:00 PM Grab your Chick fil a box lunch to be eaten en route to the beach (sandwich, chips, cookie and water)
 1:30 PM Free time to enjoy the beach at Isle of Palms
 4:30 PM Brush the sand off and change in the public bathhouse
 5:00 PM Depart for dinner
 5:30 PM Dinner and shopping on your own at Citadel Mall or other options (\$20.00 per person priced in)
 8:00 PM Return to the hotel (Outdoor pool may NOT be open this early in the season)
 May 1:
 AM Hot breakfast at the hotel
 9:00 AM Boone Hall – Cash Crops Program
 12:00 PM Grab your Box lunch as we board the bus (sandwich, chips, cookie, and bottled water)
 12:30 PM Depart for home making rest stops en route
 7-7:30 PM Estimated arrival time back at the school
 Price Per Person Includes:
 • R/T Transportation
 • Two nights' accommodations and room taxes at the Holiday Inn Express
 • All admissions and touring as detailed
 • Two breakfasts, two lunches and two dinners
 • One complimentary teacher per ten paying students – double occupancy

Special Indicators

Number of Individuals Making Trip

* Male Adults	3	* Female Adults	5	Total Adults	8
* Male Students	26	* Female Students	27	Total Students	53

Need 1 adult(s) for 10 or more students.
 Need 1 adult(s) for every additional 10 students.

- * Will the students be away from school during lunch? **Yes**
- * If so, will these students need packed lunches? **No**

Nbr Students 53 **Teacher** Trudi Gunter

Students will be away from school during the lunch period.

Additional Information

- * Please list all Chaperones: Bekah Mulligan
Trudi Gunter
Leroy Harrill
Jordan Israel
Adam Holt
Onifer Wilmoth
Megan Brown
Alan Bishop
- * Please list the driver's name: Young Transportation

* Will you be using external transportation (ex. train, plane, walking)? **Yes**

* Please indicate mode of travel instead of, or in addition to, the reserved vehicle(s). Please include details of trip, including itineraries. Indicate chartered transportation company if applicable.

Charter Bus- Young Transportation

Vehicles Needed

* Do you need vehicles? **Yes**

Vehicle Pickup

* **Date** 4/29/25
 * **Time** 6:00 AM

Vehicle Return

* **Date** 5/1/25
 * **Time** 7:30 PM

Total Trip Hours 61.50

* Type of vehicles needed to reserve **Approved Charter**



* **Approved Charter** **Young Transportation**

Email

Phone 828-258-0084

Contact

Address 843 Riverside Drive Asheville, NC 28804

* How many vehicles do you need? **2**

* Need Lift? **No**

Nbr Wheelchair Slots 0 **Nbr Safety Vests** 0 **Nbr Fold Down Seats** 0

Special Needs

Comments or Details Concerning
Needs

Additional Comments:

Trip Itinerary:

April 29:

6:00 AM Coach arrives for loading

6:30 AM Group departs for Charleston, SC, making a rest area stop and bag lunch (from home) stop
en route

1:00 PM Visit the SC Aquarium

3:30 PM Time to shop in the historic market and surrounding souvenir shops

5:30 PM Dinner at The Oyster House– choice of entrée with side, dessert and drink

7:00 PM Ghost Tour of Historic Charleston

9:30 PM Check in to the Holiday Inn Express Mt. Pleasant NE

April 30:

AM Hot breakfast at the hotel

8:15 AM Depart for touring

8:45 AM Arrive at the marina for briefing

9:00 AM Tour the USS Yorktown and all the other exhibits at Patriot's Point

10:45 AM Pard the Boat at Patriots Point

11:00 AM Charleston Harbor Tour

12:30 PM Arrive back at the dock

1:00 PM Grab your Chick fil a box lunch to be eaten en route to the beach (sandwich, chips, cookie
and water)

1:30 PM Free time to enjoy the beach at Isle of Palms

4:30 PM Brush the sand off and change in the public bathhouse

5:00 PM Depart for dinner

5:30 PM Dinner and shopping on your own at Citadel Mall or other options (\$20.00 per
person

priced in)

8:00 PM Return to the hotel (Outdoor pool may NOT be open this early in the season)

May 1:

AM Hot breakfast at the hotel

9:00 AM Boone Hall – Cash Crops Program

12:00 PM Grab your Box lunch as we board the bus (sandwich, chips, cookie, and bottled
water)

12:30 PM Depart for home making rest stops en route

7-7:30 PM Estimated arrival time back at the school

Price Per Person Includes:

- R/T Transportation
- Two nights' accommodations and room taxes at the Holiday Inn Express
- All admissions and touring as detailed
- Two breakfasts, two lunches and two dinners
- One complimentary teacher per ten paying students – double occupancy

Owner

bmulligan@jcpsmail.org

Bid Id/Closing Date

Person Submitting Request

bmulligan@jcpsmail.org

Date Submitted

Field Trip Acceptance of Responsibility

By submitting this request, the trip sponsor (Teacher, Coach, Staff Member, etc.) is validating the following conditions:

1. Possess a current/valid Driver's License for the vehicle you will be driving
2. Absent of any medical condition, medications/alcohol/drugs that will impede the operation of a vehicle
3. You will obey all traffic laws while operating the vehicle
4. You will not "text" or operate any device that may distract you while driving the vehicle
5. Properly authorized use of a JCPS vehicle for official travel
6. Will only transport authorized passengers for the purpose of official travel
7. The lift is to be operated only for wheelchairs.
8. Chaperones must be at least 21 years old.
9. There must be one adult for every five students in grades K-6 for overnight trips.
10. There must be one adult for every seven students in grades 7-13 for overnight trips.
11. There must be one adult for every ten students in grades K-13 for non-overnight trips.
12. Chaperones must have an approved VOLUNTEER application on file with JCPS Human Resources

* I have read and understand the information above.

Yes

Level 01 Approval - Location Approval

Comment

Decision Approved

Name mjacobs@jcpsmail.org

Decision Date Jan 13, 2025, 12:11:51 PM

Level 07 Approval - Central Office Approval

Comment

Decision

Designated Approver cfields@jcpsmail.org

Name

Decision Date

Travel Request Form

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Trip Number **10133**

* Category Travel With Students

* Type of Trip Field Trip

* Field Trip Event
Standard Field Trip

Trip Leave

* Date **4/9/25** **Wednesday**

* Time 8:00 AM

Trip Return

* Date **4/9/25** **Wednesday**

* Time 6:30 PM

Trip Year/Week 2025-15

* Overnight or Out-of-State Yes

Comments

* Your School/Dept ⓘ 314 **Fairview Elementary**
227 Fairview Road, Sylva, NC 28779

* Main Destination ⓘ **Dollywood**
2700 Dollywood Parks Boulevard, Pigeon Forge, TN

* Approximate Nbr of Miles Round Trip

Do
1/13/25

Special Instructions for Permission Slip

* **Funding Source #1** Admin Override Budget Code

Funding Source Desc Budget Code Desc

Funding Approver

Are funds payable to a third party? No
(Does venue require payment prior to trip?)

* Teacher / Advisor / Staff Name Becky Barlowe

* Teacher / Advisor / Staff Phone # 8287290847

Teacher / Advisor / Staff Email rbarlowe@jcpsmail.org

Note: This email will receive the requester emails if different from requester

Emergency Contact Info **Same as Teacher / Advisor / Staff**

* Emergency Contact Name Becky Barlowe

* Emergency Contact Phone # 8287290847

* Grade Level(s) Making Trip **5**

* Description of Group or Person(s) Making Trip Fairview 5th grade

* Educational Objective for Field Trip Learn about forces and motion

Special Indicators

Number of Individuals Making Trip

* Male Adults	2	* Female Adults	11	Total Adults	13
* Male Students	36	* Female Students	57	Total Students	93

Need 1 adult(s) for 10 or more students.
Need 1 adult(s) for every additional 10 students.

* Will the students be away from school during lunch? Yes

* If so, will these students need packed lunches? No

Nbr Students 93 **Teacher** Becky Barlowe
Students will be away from school during the lunch period.

Additional Information

* Please list all Chaperones:
Andrea Rearigh
Emily Bryson
Jeri Hensley
Becky Barlowe
Becky Sessoms
Kirstin Pardo
Cassie McAbee
Stacey Collins
Clarissa Cope
Dale Collins

* Please list the driver's name:
Dennis Proffitt
Rayna Crisp

* Will you be using external transportation (ex. train, plane, walking)? No

Vehicles Needed

* Do you need vehicles? Yes


Vehicle Pickup

* **Date** 4/9/25
* **Time** 7:30 AM

Vehicle Return

* **Date** 4/9/25
* **Time** 6:30 PM

Total Trip Hours 11.00

* Type of vehicles needed to reserve Activity Bus 

* How many vehicles do you need? 2

* Need Lift? No

Nbr Wheelchair Slots 0 Nbr Safety Vests 0 Nbr Fold Down Seats 0

Special Needs

Comments or Details Concerning Needs

Additional Comments:

Owner rcrisp@jcpsmail.org

Bid Id/Closing Date

Person Submitting Request rbarlowe@jcpsmail.org

Date Submitted

Field Trip Acceptance of Responsibility

By submitting this request, the trip sponsor (Teacher, Coach, Staff Member, etc.) is validating the following conditions:

1. Possess a current/valid Driver's License for the vehicle you will be driving
2. Absent of any medical condition, medications/alcohol/drugs that will impede the operation of a vehicle
3. You will obey all traffic laws while operating the vehicle
4. You will not "text" or operate any device that may distract you while driving the vehicle
5. Properly authorized use of a JCPS vehicle for official travel
6. Will only transport authorized passengers for the purpose of official travel
7. The lift is to be operated only for wheelchairs.
8. Chaperones must be at least 21 years old.
9. There must be one adult for every five students in grades K-6 for overnight trips.
10. There must be one adult for every seven students in grades 7-13 for overnight trips.
11. There must be one adult for every ten students in grades K-13 for non-overnight trips.
12. Chaperones must have an approved VOLUNTEER application on file with JCPS Human Resources

* I have read and understand the information above.

Yes

Level 01 Approval - Location Approval

Comment

Decision Approved

Name emacaulay@jcpsmail.org

Decision Date Jan 10, 2025, 8:08:53 AM

Level 07 Approval - Central Office Approval

Comment

Decision

Designated Approver cfields@jcpsmail.org

Name

Decision Date

Travel Request Form

Please Note: Welcome to Jackson County Public Schools Travel Tracker, your one-stop travel center. Within this software, you can submit student field trip requests, reserve an activity bus for a field trip or athletic event, and reserve a car for staff travel. If you have any questions or comments please email Josh Francis at Jackson County Schools Transportation.

Trip Number **10128**

* Category Travel With Students

* Type of Trip Field Trip

* Field Trip Event
Standard Field Trip

Trip Leave

* Date **4/28/25** **Monday**

* Time 8:30 AM

Trip Return

* Date **4/30/25** **Wednesday**

* Time 2:30 PM

Trip Year/Week 2025-18

* Overnight or Out-of-State Yes

Comments

* Your School/Dept **314 Fairview Elementary**
227 Fairview Road, Sylva, NC 28779

* Main Destination **Other (Type Below)**
130 Kanuga Chapel Dr, Hendersonville, NC 28739, USA

Destination Not Listed 130 Kanuga Chapel Drive, Hendersonville, NC 28739, USA * Destination Name Camp Kanuga

* Approximate Nbr of Miles Round Trip

Special Instructions for Permission Slip

* Funding Source #1 School Funded Field Trips Budget Code

Funding Source Desc Budget Code Desc

Funding Approver

Are funds payable to a third party? Yes
(Does venue require payment prior to trip?)

Amount of Payment 15,000

Payment Option Will Pick Up Check

Purchase Order/Requisition Nbr

Payment Due To Camp Kanuga
130 Kanuga Chapel Drive
Hendersonville, NC 28739

Comments Concerning Payment This is just an estimate for payment. The cost of the trip is \$215 per student so it will depend on the total number of students.

* Teacher / Advisor / Staff Name Vyanne Fisher

* Teacher / Advisor / Staff Phone # 8285079659

Teacher / Advisor / Staff Email vfisher@jcpsmail.org

Note: This email will receive the requester emails if different from requester

Emergency Contact Info Same as Teacher / Advisor / Staff

* Emergency Contact Name Vyanne Fisher

* Emergency Contact Phone # 8285079659

* Grade Level(s) Making Trip 6

* Description of Group or Person(s) Making Trip 6th grade students, teachers, and chaperones

* Educational Objective for Field Trip This trip was designed to be a team building activity at the beginning of the year but Hurricane Helene stopped the trip. So, now this will be an end of the year trip to celebrate the year.

Special Indicators

Number of Individuals Making Trip

* Male Adults 6	* Female Adults 9	Total Adults 15
* Male Students 30	* Female Students 35	Total Students 65

Need 1 adult(s) for 10 or more students.
Need 1 adult(s) for every additional 10 students.

* Will the students be away from school during lunch? Yes

* If so, will these students need packed lunches? No

Nbr Students 65 **Teacher** Vyanne Fisher
Students will be away from school during the lunch period.

Additional Information

* Please list all Chaperones: Vyanne Fisher, Heather Ellenburg, Kirsten Morgan, Reanna Clare, Heath Farley, Daniel Holland, Kayla Holland, Sandi Allen, Nicole McFalls, Chelsea Pressley, Stacey Coggins, Jason Fisher, Matthew Taylor, Chris Muse, Korey Thompson, Kim Mullan

* Please list the driver's name: Vyanne Fisher, Heather Ellenburg

* Will you be using external transportation (ex. train, plane, walking)? No

Vehicles Needed

* Do you need vehicles? Yes


Vehicle Pickup

* Date	4/28/25
* Time	8:30 AM

Vehicle Return

* Date	4/30/25
* Time	2:30 PM

Total Trip Hours 54.00

* Type of vehicles needed to reserve Activity Bus


* How many vehicles do you need? 2

* Need Lift? No

Nbr Wheelchair Slots 0 **Nbr Safety Vests** 0 **Nbr Fold Down Seats** 0

Special Needs

Comments or Details Concerning Needs

Additional Comments:

Owner rcrisp@jcpsmail.org

Bid Id/Closing Date

Person Submitting Request vfisher@jcpsmail.org

Date Submitted

Field Trip Acceptance of Responsibility

By submitting this request, the trip sponsor (Teacher, Coach, Staff Member, etc.) is validating the following conditions:

1. Possess a current/valid Driver's License for the vehicle you will be driving
2. Absent of any medical condition, medications/alcohol/drugs that will impede the operation of a vehicle
3. You will obey all traffic laws while operating the vehicle
4. You will not "text" or operate any device that may distract you while driving the vehicle
5. Properly authorized use of a JCPS vehicle for official travel
6. Will only transport authorized passengers for the purpose of official travel
7. The lift is to be operated only for wheelchairs.
8. Chaperones must be at least 21 years old.
9. There must be one adult for every five students in grades K-6 for overnight trips.
10. There must be one adult for every seven students in grades 7-13 for overnight trips.
11. There must be one adult for every ten students in grades K-13 for non-overnight trips.
12. Chaperones must have an approved VOLUNTEER application on file with JCPS Human Resources

* I have read and understand the information above.

Yes

Level 01 Approval - Location Approval

Comment

Decision Approved

Name emacaulay@jcpsmail.org

Decision Date Jan 8, 2025, 8:26:29 AM

Level 07 Approval - Central Office Approval

Comment

Decision

Designated Approver

cfields@jcpsmail.org

Name

Decision Date

Travel Request Form

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Trip Number **10155**

* Category Travel With Students

* Type of Trip Field Trip

* Field Trip Event
Standard Field Trip

Trip Leave

* Date **4/8/25** Tuesday

* Time 8:00 AM

Trip Return

* Date **4/8/25** Tuesday

* Time 11:00 PM

Trip Year/Week 2025-15

* Overnight or Out-of-State Yes

Comments Dollywood Trip for our entire spring school trip. We will open this to parents and all school staff will be traveling.

* Your School/Dept ⓘ 323 **Jackson County Early College**
447 College Drive, Sylva, NC 28779

* Main Destination ⓘ **Dollywood**
2700 Dollywood Parks Boulevard, Pigeon Forge, TN

Agm
1/16/25

Stops on the return: Dinner- Wendy's : 3644 Parkway, Pigeon Forge, TN 37863, USA

* Approximate Nbr of Miles Round Trip

Special Instructions for Permission Slip

* **Funding Source #1** School Funded Field Trips Budget Code

Funding Source Desc Budget Code Desc

Funding Approver

Are funds payable to a third party? No
(Does venue require payment prior to trip?)

* Teacher / Advisor / Staff Name Kristin Holt
 * Teacher / Advisor / Staff Phone # 8285087878
 Teacher / Advisor / Staff Email kholt@jcpsmail.org

Note: This email will receive the requester emails if different from requester

Emergency Contact Info **Same as Teacher / Advisor / Staff**

* Emergency Contact Name Kristin Holt
 * Emergency Contact Phone # 8285087878

* Grade Level(s) Making Trip 9, 10, 11, 12
 * Description of Group or Person(s) Making Trip All students who choose to go- this is advising day so students will not be missing SCC courses?
 * Educational Objective for Field Trip SEL- navigating public places and systems, community building, self-awareness,

Special Indicators

Number of Individuals Making Trip

* Male Adults	2	* Female Adults	8	Total Adults	10
* Male Students	40	* Female Students	40	Total Students	80

Need 1 adult(s) for 10 or more students.
 Need 1 adult(s) for every additional 10 students.

* Will the students be away from school during lunch? Yes
 * If so, will these students need packed lunches? No

Nbr Students 80 **Teacher** Kristin Holt
 Students will be away from school during the lunch period.

Additional Information

* Please list all Chaperones: Mike Taylor, Evelyn Graning, Jeff Logan, Kristin Holt, Amanda Fonseca, Kathy Jo McMahan, Inga Sutton, Maddie Cobb, Shannon Woodring, Parents also invited
 * Please list the driver's name: Mike Taylor, Evelyn Graning, Jeff Logan

* Will you be using external transportation (ex. train, plane, walking)? No


Vehicles Needed

* Do you need vehicles? Yes

Vehicle Pickup		
* Date	4/8/25	
* Time	8:00 AM	

Vehicle Return		
* Date	4/8/25	
* Time	11:00 PM	

Total Trip Hours 15.00

- * Type of vehicles needed to reserve Activity Bus 
- * How many vehicles do you need? 3
- * Need Lift? No

Nbr Wheelchair Slots 0 Nbr Safety Vests 0 Nbr Fold Down Seats 0

Special Needs

Comments or Details Concerning Needs

Additional Comments: \$51 per adult admission
\$39 per student admission with a meal voucher
1 free chaperone ticket per 15 students

Owner wdotson@jcpsmail.org

Bid Id/Closing Date

Person Submitting Request kholt@jcpsmail.org

Date Submitted

Field Trip Acceptance of Responsibility

By submitting this request, the trip sponsor (Teacher, Coach, Staff Member, etc.) is validating the following conditions:

1. Possess a current/valid Driver's License for the vehicle you will be driving
2. Absent of any medical condition, medications/alcohol/drugs that will impede the operation of a vehicle
3. You will obey all traffic laws while operating the vehicle
4. You will not "text" or operate any device that may distract you while driving the vehicle
5. Properly authorized use of a JCPS vehicle for official travel
6. Will only transport authorized passengers for the purpose of official travel
7. The lift is to be operated only for wheelchairs.
8. Chaperones must be at least 21 years old.
9. There must be one adult for every five students in grades K-6 for overnight trips.
10. There must be one adult for every seven students in grades 7-13 for overnight trips.
11. There must be one adult for every ten students in grades K-13 for non-overnight trips.
12. Chaperones must have an approved VOLUNTEER application on file with JCPS Human Resources

* I have read and understand the information above.

Yes

Level 01 Approval - Location Approval

Comment

Decision Approved

Name hwhisnant@jcpsmail.org

Decision Date Jan 15, 2025, 10:31:57 AM

Level 07 Approval - Central Office Approval

Comment

Decision

Designated Approver cfields@jcpsmail.org

Name

Decision Date

Travel Request Form

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Trip Number **10164**

* Category Travel With Students

* Type of Trip Field Trip

* Field Trip Event
Standard Field Trip

Trip Leave

* Date **3/21/25** Friday

* Time 7:30 AM

Trip Return

* Date **3/22/25** Saturday

* Time 8:00 PM

Trip Year/Week 2025-12

* Overnight or Out-of-State Yes

Comments

* Your School/Dept ⓘ 323 **Jackson County Early College**
447 College Drive, Sylva, NC 28779

*APM
1/16/25*

* Main Destination ⓘ **University of North Carolina School of Arts**
1533 South Main Street, Winston-Salem, NC 27127

Stops on the return: NCSU: North Carolina State University, Raleigh, NC, USA
UNC: University of North Carolina at Chapel Hill, Chapel Hill, NC, USA
UNCG: University of North Carolina at Greensboro, Spring Garden Street, Greensboro, NC, USA

* Approximate Nbr of Miles Round Trip

Special Instructions for Permission Slip

* **Funding Source #1** College & Career Promise Budget Code

Funding Source Desc Budget Code Desc

Funding Approver adills@jcpsmail.org

Are funds payable to a third party? No

(Does venue require payment prior to trip?)

* Teacher / Advisor / Staff Name Evelyn Graning
 * Teacher / Advisor / Staff Phone # 828-506-2948
 Teacher / Advisor / Staff Email egraning@jcpsmail.org

Note: This email will receive the requester emails if different from requester

Emergency Contact Info **Same as Teacher / Advisor / Staff**

* Emergency Contact Name Evelyn Graning
 * Emergency Contact Phone # 828-506-2948

* Grade Level(s) Making Trip 10
 11
 12
 * Description of Group or Person(s) Making Trip JCEC Students
 * Educational Objective for Field Trip Offer an opportunity for first-generation, underrepresented, and low income students to visit universities that are far away. We want to allow students to get the experience of being outside of a rural community and have a sense of what campus life is like and what possibilities there are to combat worrying, high costs.

Special Indicators

Number of Individuals Making Trip

* Male Adults 2	* Female Adults 5	Total Adults 7
* Male Students 20	* Female Students 20	Total Students 40

Need 1 adult(s) for 10 or more students.
 Need 1 adult(s) for every additional 10 students.

* Will the students be away from school during lunch? Yes
 * If so, will these students need packed lunches? No

Nbr Students 40 Teacher Evelyn Graning
 Students will be away from school during the lunch period.

Additional Information

* Please list all Chaperones: Bridget Oberg
 Evelyn Graning
 Melissa Hill
 Amanda Fonseca
 Kristin Holt
 Inga Sutton
 Parent
 Another College Advisor
 * Please list the driver's name: Young Charter Bus Driver

* Will you be using external transportation (ex. train, plane, walking)? Yes
 * Please indicate mode of travel instead of, or in addition to, the reserved vehicle(s). Please include details of trip, including itineraries. Indicate chartered transportation company if applicable.

Young Transportation

Vehicles Needed

* Do you need vehicles? Yes

Vehicle Pickup

* **Date** 3/21/25
 * **Time** 7:30 AM

Vehicle Return

* **Date** 3/22/25
 * **Time** 8:00 PM

Total Trip Hours 36.50

* Type of vehicles needed to reserve **Approved Charter**



* **Approved Charter**

Young Transportation

Email

Phone 828-258-0084

Contact

Address 843 Riverside Drive Asheville, NC 28804

* How many vehicles do you need? 1

* Need Lift? No

Nbr Wheelchair Slots 0 **Nbr Safety Vests** 0 **Nbr Fold Down Seats** 0

Special Needs

Comments or Details Concerning Needs

Additional Comments:

Owner wdotson@jcpsmail.org

Bid Id/Closing Date

Person Submitting Request jfrancis@jcpsmail.org

Date Submitted

Field Trip Acceptance of Responsibility

By submitting this request, the trip sponsor (Teacher, Coach, Staff Member, etc.) is validating the following conditions:

1. Possess a current/valid Driver's License for the vehicle you will be driving
2. Absent of any medical condition, medications/alcohol/drugs that will impede the operation of a vehicle
3. You will obey all traffic laws while operating the vehicle
4. You will not "text" or operate any device that may distract you while driving the vehicle
5. Properly authorized use of a JCPS vehicle for official travel
6. Will only transport authorized passengers for the purpose of official travel
7. The lift is to be operated only for wheelchairs.
8. Chaperones must be at least 21 years old.
9. There must be one adult for every five students in grades K-6 for overnight trips.
10. There must be one adult for every seven students in grades 7-13 for overnight trips.
11. There must be one adult for every ten students in grades K-13 for non-overnight trips.
12. Chaperones must have an approved VOLUNTEER application on file with JCPS Human Resources

* I have read and understand the information above.

Yes

Level 01 Approval - Location Approval

Comment

Decision Approved

Name egraning@jcpsmail.org

Decision Date Jan 16, 2025, 8:45:31 AM

Level 05 Approval - Funding Source Approval

Comment

Decision Approved

Name adills@jcpsmail.org

Decision Date Jan 16, 2025, 9:39:12 AM

Level 07 Approval - Central Office Approval

Comment

Decision

Designated Approver cfields@jcpsmail.org

Name

Decision Date