



## **WATAUGA COUNTY BOARD OF EDUCATION**

Margaret E. Gragg Education Center  
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### ***WATAUGA COUNTY BOARD OF EDUCATION MEETING AGENDA*** ***September 14, 2026***

- |           |                                                                                                                                                                                                                                                                                                                                     |                                      |
|-----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------|
| 4:30 p.m. | <b>1. CALL TO ORDER</b>                                                                                                                                                                                                                                                                                                             | Board Chair                          |
| 4:33 p.m. | <b>2. CLOSED SESSION</b> <ul style="list-style-type: none"><li>A. Approval of the Minutes for 8/10/2026</li><li>B. Reportable Offenses – N.C.G.S.115C-288(g)</li><li>C. Student Records - N.C.G.S.143-318.11(a)(1)</li><li>D. Personnel – N.C.G.S.143-318.11(a)(6)</li><li>E. Attorney-Client - N.C.G.S. 143-318.11(a)(3)</li></ul> | Board Chair                          |
| 6:00 p.m. | <b>3. OPEN SESSION CALL TO ORDER</b>                                                                                                                                                                                                                                                                                                | Board Chair                          |
| 6:03 p.m. | <b>4. DISCUSSION AND ADJUSTMENT OF AGENDA</b>                                                                                                                                                                                                                                                                                       | Board Chair                          |
| 6:05 p.m. | <b>5. SUPERINTENDENT’S REPORT</b>                                                                                                                                                                                                                                                                                                   | Dr. Leslie Alexander                 |
| 6:08 p.m. | <b>6. STUDENTS’ REPORT</b>                                                                                                                                                                                                                                                                                                          | Brayden Howard<br>Rosalyn Rabinowitz |
| 6:13 p.m. | <b>7. PUBLIC COMMENT</b>                                                                                                                                                                                                                                                                                                            | Board Chair                          |
| 6:20 p.m. | <b>8. EDUCATION TECHNOLOGY IN THE CLASSROOM</b>                                                                                                                                                                                                                                                                                     | Dr. Brian Bettis                     |
| 6:30 p.m. | <b>9. EARLY LITERACY UPDATES</b>                                                                                                                                                                                                                                                                                                    | Dr. Brian Bettis                     |
| 6:43 p.m. | <b>10. CONSENT AGENDA</b> <ul style="list-style-type: none"><li>A. Approval of the Minutes for 8/10/2026</li><li>B. Declaration of Surplus</li></ul>                                                                                                                                                                                | Board Chair                          |

- C. 2026-27 Title I Budget
- D. Synthetic Turf Field Contract with GeoSurfaces Southeast
- E. Kindergarten Report Card
- F. Personnel Report

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| <b>6:45 p.m.</b> | <b>11. 2026-27 BUDGET RESOLUTION</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Mr. Joseph Nash  |
| <b>7:00 p.m.</b> | <b>12. POLICY: SUBSTANTIVE FOR SECOND READ</b> <ul style="list-style-type: none"> <li>• 4318: Use of Wireless Communication Devices</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Dr. Tierra Stark |
| <b>7:05 p.m.</b> | <b>13. POLICIES: REPEAL/RESCIND</b> <ul style="list-style-type: none"> <li>• 6402: Participation by Historically Underutilized Businesses</li> <li>• 9125: Participation by Minority Businesses</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Dr. Tierra Stark |
| <b>7:10 p.m.</b> | <b>14. POLICIES: SUBSTANTIVE FOR FIRST READ</b> <ul style="list-style-type: none"> <li>• 6442: Vendor Lists</li> <li>• 9115: Prequalification of Bidders for Construction Products</li> <li>• 9120: Bidding for Construction Work</li> <li>• 7325 (New): Video and Audio Recordings by Employees</li> <li>• 3200: Selection of Instructional and Supplementary Materials</li> <li>• 3210: Inspection of and Objection to Instructional and Supplementary Materials</li> <li>• 3510: Religious-Based Exemptions from School Programs</li> <li>• 5150/7313: Reporting to External Agencies</li> <li>• 6220: Operation of School Nutrition Services</li> <li>• 6420: Contracts with the Board</li> </ul> | Dr. Tierra Stark |
| <b>7:35 p.m.</b> | <b>15. BOARD OPERATIONS</b> <ul style="list-style-type: none"> <li>➤ November BOE Work Session</li> <li>➤ Consideration of Earlier Start Time for Board Meetings</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Board Chair      |
| <b>7:40 p.m.</b> | <b>16. BOARD COMMENTS</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Board Chair      |
| <b>7:45 p.m.</b> | <b>17. ADJOURNMENT</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Board Chair      |

# North Carolina Department of Public Instruction

## Guidance for Purposeful Screen Use in Schools

### Purpose

Schools across the country are navigating growing concerns from families and communities about student device use. This guidance is intended to provide clarity and a shared understanding grounded in research, student voice, and educational best practice. Today's students experience technology as an integrated part of their learning, communication, and daily life. This reality requires schools to move beyond reactive approaches and toward intentional guidance that supports healthy habits.

This guide expands on existing screen use principles to provide research-based, actionable practices for schools and teachers across grade levels. The goal is not to eliminate screens, but to help students develop healthy, intentional, and developmentally appropriate digital habits that support learning, well-being, and long-term self-regulation.

### What Research Tells Us About Screen Use

A growing body of research from national health, education, and child development organizations indicates that both unrestricted and completely eliminated screen use are ineffective approaches. High levels of unstructured recreational screen use have been associated with sleep disruption, reduced attention, and mental health concerns (Adelantado-Renau et al., 2019; Centers for Disease Control and Prevention [CDC], 2023; American Psychological Association [APA], 2025). At the same time, the American Academy of Pediatrics does not recommend eliminating screens, recognizing that digital tools can support learning, communication, and access when used intentionally (American Academy of Pediatrics [AAP], 2026).

Specifically, research indicates that the effects of screen use are not determined by time alone. The type of content, the purpose for use, and the context in which screens are used all influence outcomes (AAP, 2026). For example, interactive and educational uses of devices may support engagement and skill development, while prolonged, unstructured recreational use may crowd out sleep, physical activity, or face-to-face



interaction. This distinction underscores the importance of structure, and developmental appropriateness rather than relying solely on strict time limits.

## The American Academy of Pediatrics “5 Cs” of Healthy Media Use

The American Academy of Pediatrics recommends evaluating media use through five key considerations, often referred to as the “5 Cs” (AAP, 2026):

- Child – The age, developmental stage, and individual needs of the student
- Content – The quality and purpose of what is being viewed or used
- Calm – Whether screens are being used in ways that support or replace healthy emotional regulation
- Crowding Out – What screen use may be replacing (sleep, movement, reading, relationships)
- Communication – Ongoing dialogue between adults and students about expectations and habits

This framework reinforces that healthy technology use depends on developmental appropriateness, intentional design, and shared responsibility rather than strict time limits alone.

The guidance found in this resource reflects a research-based approach by differentiating between active and passive technology use and by emphasizing structure and purpose.

## Passive Screen Use

Passive screen use includes any activity where the student is primarily the consumer of content, with little to no interaction, decision-making, or creation.

Passive technology use is not inherently negative. In many cases, it plays an important role in learning, access, and engagement, particularly when it supports reading, exposure to new ideas, or accessibility needs (American Academy of Pediatrics [AAP], 2026). The impact of passive technology use depends on why it is being used and what it replaces in a student’s day (Adelantado-Renau et al., 2019).

## Purposeful Passive Screen Use

Passive screen use can be appropriate, valuable, and necessary when it is intentional and aligned to learning goals. In evaluating whether passive screen use supports

students, educators and families may consider several key factors consistent with the American Academy of Pediatrics' "5 Cs" framework: the developmental needs of the child, the quality of the content, what the screen use may be crowding out, whether it supports emotional calm in healthy ways, and the role of ongoing communication about expectations (AAP, 2026).

Passive screen use may support learning when it:

- Provides access to reading materials that may not otherwise be available in print
- Supports students with disabilities through tools such as text-to-speech, audiobooks, adjustable fonts, captions, or translation
- Allows students to engage with complex or grade-level texts through listening while reading
- Expands access to diverse texts, perspectives, and languages beyond what is available in a classroom or home library
- Supports sustained reading, listening, or viewing as part of a broader learning experience

For many students, digital reading and listening are not substitutes for learning, they are the pathway to it (AAP, 2026). When the content is purposeful, developmentally appropriate, and part of a broader instructional plan, passive screen use can meaningfully support growth.

### When Passive Screen Use Needs Boundaries

Passive screen use becomes a concern not because it is passive, but when it is unstructured, prolonged, or begins to crowd out other essential experiences (Adelantado-Renau et al., 2019). When evaluating boundaries, it is important to consider what screen use may be replacing, including sleep, movement, face-to-face interaction, sustained reading in multiple formats, or opportunities for active learning (Centers for Disease Control and Prevention [CDC], 2023).

Concerns may arise when passive technology use:

- Replaces sleep, physical movement, or face-to-face interaction
- Becomes background noise rather than an intentional activity
- Is a default filler rather than used for a clear purpose
- Contributes to divided attention (e.g., watching content while attempting other tasks)



Examples that may require clearer boundaries include:

- Endless scrolling or auto-play content without purpose
- Background videos during independent work time
- Prolonged passive viewing late at night that disrupts sleep
- Watching content while “doing homework,” resulting in reduced focus

While passive technology use can support access and understanding when used intentionally, deeper learning often requires students to move beyond receiving content and into active engagement.

## Active Screen Use

Active screen use involves students actively engaging with technology to think, create, problem-solve, communicate, or make decisions. In these moments, the student, not the screen, drives the experience. Technology serves as a tool to extend cognitive engagement rather than replace it (Kolb, 2017; Kolb, 2020).

Consistent with pediatric and educational guidance, effective active screen use considers the developmental needs of the child, the quality and purpose of the content, what the experience may be crowding out, and the importance of clear communication and structured expectations (American Academy of Pediatrics, 2022). When thoughtfully designed, active screen use can deepen understanding, promote creativity, and build real-world skills (Kolb, 2020).

In schools, active device use has instructional value when it is purposeful, time-bound, and clearly aligned to learning goals. Research suggests that interactive and creative uses of technology are associated with improved engagement and academic outcomes when used intentionally (Adelantado-Renau et al., 2019; Kolb, 2020).

## Purposeful Active Screen Use

Active screen use supports learning when it is intentional and clearly connected to instruction. Educators and families can consider whether the activity requires students to think, create, problem-solve, communicate, or make decisions, whether it aligns to the developmental stage of the child, and whether it complements, rather than replaces, other essential learning experiences (AAP, 2026).

Active technology use may support learning when it:



- engages students in thinking, problem-solving, or decision-making
- supports creation, communication, collaboration, or application of learning
- provides opportunities for feedback, revision, and/or productive struggle
- builds digital literacy, organization, and real-world technology skills
- expands access to tools that support participation, expression, or individualized learning needs

When the activity is purposeful, developmentally appropriate, and part of a broader instructional plan, active screen use can deepen understanding, strengthen engagement, and help students build skills that transfer beyond the classroom.

## When Active Screen Use Needs Boundaries

Active screen use becomes a concern when it becomes excessive, unstructured, or disconnected from a clear learning purpose. Even when students are creating, collaborating, researching, or interacting with content, screen-based learning can still reduce focus if it continues for too long, involves too many competing demands, or replaces other important forms of learning. Without boundaries, active screen use can contribute to distraction, mental fatigue, shallow task completion, or cognitive overload, especially when students are navigating multiple tabs, apps, notifications, or directions at once.

Boundaries are also important because even active technology use can begin to crowd out experiences that support deeper learning in different ways, including discussion, hands-on practice, reflection, movement, and sustained attention without a device. In these cases, the concern is not that students are using technology, but that the technology may be taking up too much space in the learning experience or is being used in ways that no longer add instructional value.

Clear expectations, defined boundaries, and thoughtful transitions help ensure that active screen use remains purposeful and supportive of learning. When adults model intentional use and provide structured opportunities for students to practice self-regulation, students are more likely to build the judgment and habits needed to use technology responsibly over time (Kolb, 2020; AAP, 2026; APA, 2025).

## Shared Responsibility Across the School Community

Healthy technology habits develop when expectations are clearly explained, consistently enforced, and modeled by adults. Research in pediatric and developmental psychology



suggests that children and adolescents are more likely to internalize expectations when they are reinforced through visibility, consistency, and adult modeling (AAP, 2026; APA, 2025). Students themselves often express a desire for alignment between what is expected of them and what they observe from adults. As one student noted, *“What’s expected of us should be modeled by the teachers.”* When expectations are inconsistent or unclear, technology rules can feel arbitrary rather than instructional.

Consistent with the AAP’s emphasis on communication and context (AAP, 2026), this guidance views responsible screen use as a shared responsibility among educators, students, and families. Tech-free instructional moments are important and should be intentionally protected, particularly during periods that require sustained focus, reflection, or interpersonal connection. At the same time, schools must recognize that technology is integrated into learning and daily life, and occasional urgent or necessary uses may occur.

When expectations are applied consistently and transparently, students are more likely to understand the purpose behind them. Over time, this clarity supports the development of self-regulation and responsible decision-making rather than compliance driven solely by enforcement (APA, 2025).

### Motivation, Trust, & Student Accountability

Effective screen use guidance is stronger when students are not only expected to follow expectations, but also included in shaping and reflecting on them. Students frequently express frustration with technology rules that are introduced without explanation or dialogue. Research suggests that when young people understand the purpose behind expectations, they are more likely to internalize them (APA, 2025).

Because students experience technology expectations across classrooms and school settings every day, their perspectives can help adults better understand what is working, what feels inconsistent, and where policies may need adjustment. Including students in conversations about technology norms, whether through advisory groups, classroom discussions, or structured feedback, supports transparency, trust, and shared responsibility.

Ongoing feedback loops help ensure that screen use guidance remains responsive rather than reactive. Listening to students does not mean relinquishing structure; it means strengthening understanding. When schools create meaningful opportunities for student input, they are better positioned to develop expectations that are clear, developmentally appropriate, and grounded in lived experience.

Over time, this shared approach can help students see screen use guidance not simply as a set of rules to follow, but as a framework designed to support learning, well-being, and responsible technology use.

Grade-Band Specific Guidance

Effective screen use guidance recognizes that attention, impulse control, and decision-making skills develop over time (American Academy of Pediatrics [AAP], 2026). A one-size-fits-all approach does not reflect how students grow and mature and may either over-restrict younger learners or under-support older ones.

Developmentally appropriate expectations support both academic learning and student well-being by gradually shifting responsibility from adults to students as skills strengthen (AAP, 2026; APA, 2025).

Screen Use Progression

| Grade Band              | Primary Driver of Screen Use | Student Skill Focus                                   | Educator Role                             |
|-------------------------|------------------------------|-------------------------------------------------------|-------------------------------------------|
| Elementary School (K-5) | Adult-guided                 | Attention, Foundational Skills, Understanding Purpose | Structure, Model, Co-engage               |
| Middle School (6-8)     | Shared responsibility        | Self-regulation, Habit Formation, Emotional Awareness | Teach, Scaffold, Reinforce                |
| High School (9-12)      | Student-managed              | Autonomy, Accountability, Real-world Readiness        | Set Expectations, Coach, Hold Accountable |

This progression reflects a gradual release of responsibility, supporting students as they move from externally structured environments toward greater independence.

## Elementary School (K-5)

Short, intentional, adult-guided use focused on learning goals.

At the elementary level, students are developing foundational skills in attention, language, and self-regulation. Research emphasizes that younger learners benefit from highly structured and adult-mediated technology use (AAP, 2026).

### Guiding Principles

- Screens are tools to support specific instructional goals, not default activities
- Adult modeling and co-engagement are essential
- Screen use should be brief, focused, and clearly connected to learning

### Effective Practices

- Use screens for:
  - Interactive, feedback-rich practice (e.g., responding, predicting, manipulating objects)
  - Creative expression (drawing, storytelling, music)
  - Guided exploration tied to classroom instruction
  - Support accessibility needs (e.g., text-to-speech, visual supports)
- Pair screen use with:
  - Adult co-engagement (discussion, questioning, modeling)
  - Off-screen follow-up activities that apply learning hands-on
- Avoid:
  - Passive viewing without interaction
  - Using screens as rewards or fillers

## Middle School (6-8)

Increased structure with explicit instruction in self-regulation and digital habits

Early adolescence is marked by increasing independence and heightened sensitivity to social feedback. Research suggests that this developmental stage may increase susceptibility to distraction and sleep disruption when screen use is unstructured (CDC, 2023; APA, 2025).

Effective guidance emphasizes structure paired with skill development rather than unrestricted access or purely punitive restriction.

## Guiding Principles

- Structure supports independence; it does not limit it
- Self-regulation with technology must be taught, practiced, and reinforced
- Screens should serve clear learning or organizational purposes
- Social and emotional impacts of screen use should be addressed directly

## Effective Practices

- Use screens to:
  - Support collaboration, problem-solving, and guided inquiry
  - Engage students in interactive learning, simulations, and game-based experiences connected to learning goals
  - Develop organizational habits (calendars, assignments, feedback review)
- Explicitly teach students how to:
  - Manage notifications and use focus tools
  - Recognize digital distraction and refocus attention
  - Understand how social media algorithms and “highlight reels” influence emotions and self-perception
- Pair Screen Use with:
  - Clear time boundaries and defined transitions
  - Opportunities for reflection on attention, mood, and learning
- Avoid:
  - Unstructured or continuous access to personal devices during instructional time
  - Passive viewing without discussion, interaction, or application
  - Assuming students will self-regulate without instruction and modeling

## High School (9-12)

Greater autonomy paired with clear expectations, accountability, and reflection.

High school students are preparing for postsecondary education, careers, and independent life. Research indicates that adolescents benefit from increased autonomy when it is paired with structure and accountability (APA, 2025; AAP, 2026). High levels of unstructured screen use during instructional time remain associated with distraction and academic concerns (Adelantado-Renau et al., 2019; CDC, 2023).



Effective guidance focuses on responsible choice-making rather than constant monitoring.

### Guiding Principles

- Autonomy increases as expectations become clearer
- Students should understand the purpose and consequences of their technology use
- Screens should support learning, organization, and creation, not passive consumption
- Digital habits should align with college, career, and workplace expectations

### Effective Practices

- Use screens to:
  - Create, revise, and publish complex work (writing, design, coding, multimedia)
  - Conduct research that requires evaluating sources and synthesizing information
  - Collaborate with peers using shared digital tools
  - Manage academic responsibilities (calendars, deadlines, feedback review)
- Provide explicit instruction in:
  - Managing attention and digital boundaries during independent work
  - Understanding how multitasking impacts learning and productivity
  - Sleep hygiene and the effects of late-night screen use and blue light
- Pair screen use with:
  - Transparent expectations for when devices are appropriate
  - Clear accountability for off-task or inappropriate use
  - Opportunities for self-assessment and reflection on digital habits
- Avoid:
  - Assuming students will automatically self-regulate without guidance
  - Allowing personal device use to default to entertainment during learning time



- Overly restrictive policies that remove opportunities to practice responsible use

## Technology Beyond Screens

Technology in schools extends beyond traditional screen-based activities. Robotics, makerspaces, assistive technologies, audio tools, and hands-on digital learning experiences all contribute to engagement, creativity, and skill development. Reducing passive or excessive screen use does not mean reducing meaningful technology integration. In many cases, it means shifting how technology is experienced, from consumption to creation.

By broadening the definition of technology, schools can continue to innovate instruction while prioritizing focus and developmental appropriateness.

## Implementation Considerations

Effective screen use guidance is most successful when implemented through clear communication and consistent expectations across settings. Families, staff, and school leaders all play a role in helping students understand what is expected, why it matters, and how those expectations support learning and well-being.

### Communication with Families

Families and communities play an important role in supporting healthy screen habits. Proactive communication reduces confusion and builds shared understanding.

Districts and schools may:

- Clearly communicate the purpose and goals of screen use guidance
- Emphasize skill-building rather than restriction
- Share practical examples of how screens are used during the school day
- Provide resources or conversation starters to support consistent expectations at home

Transparent communication reinforces that screen use guidance is intended to support learning and well-being, not limit innovation.



## Consistency Across Classrooms

While instructional approaches may vary, core expectations for technology use should remain consistent to support student understanding and self-regulation.

Districts and schools may:

- Establish common language for on-screen and off-screen activities
- Align routines for transitions, focus periods, and device management
- Allow flexibility within a shared framework rather than individual classroom rules
- Support administrators in reinforcing expectations across settings

Consistency helps students understand what is expected and transfer responsible habits from one classroom to another.

## Closing: Supporting Learning and Lifelong Habits

Technology is continually evolving, as are the ways in which students are engaging with it. This guidance is not intended to provide a fixed set of rules, but rather a shared framework for thoughtful decision making grounded in research, student voice, and professional judgement.

Classroom device use is not about eliminating technology or enforcing uniform limits. It is about helping students learn when, why, and how to use digital tools in ways that support learning, well-being, and personal responsibility. Skills such as attention management, self-regulation, and purposeful use of technology are essential for success both in the classroom and in life beyond the classroom.

Schools play a critical role in shaping these habits. When expectations are clear, consistent, and developmentally appropriate, and when adults model the behaviors they expect, students are more likely to internalize healthy practices rather than comply out of obligation.

This guidance invites schools and districts to continue learning, reflecting, and adapting. Through shared responsibility, ongoing discussion, and intentional implementation, schools can create environments where technology supports learning without overtaking it, and where students are equipped to navigate a digitally rich world with confidence and care.



## References

- Adelantado-Renau, M., Moliner-Urdiales, D., Cavero-Redondo, I., Beltran-Valls, M. R., Martínez-Vizcaíno, V., & Álvarez-Bueno, C. (2019). Association between screen media use and academic performance among children and adolescents: A systematic review and meta-analysis. *JAMA Pediatrics*, 173(11), 1058–1067. <https://doi.org/10.1001/jamapediatrics.2019.3176>
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- Centers for Disease Control and Prevention. (2023). *Youth Risk Behavior Surveillance System (YRBSS)*. <https://www.cdc.gov/yrbs/index.html>
- Centers for Disease Control and Prevention. (2025). Screen time and youth health. *Preventing Chronic Disease*, 22, 240537. [https://www.cdc.gov/pcd/issues/2025/24\\_0537.htm](https://www.cdc.gov/pcd/issues/2025/24_0537.htm)
- Kolb, L. (2017). *Learning first, technology second: The educator's guide to designing authentic lessons*. International Society for Technology in Education.



## Resources

### Parent Resources

- [5C's of Media Use Parent 1-Pagers by Age](#)
- [5 Cs of Media Use Resource Hub with Posters, Handouts, and Videos](#)
- [Kids & Screen Time: How to Use the 5 C's of Media Guidance](#)
- [Early Childhood Development and Screen Time Toolkit \(Available in English and Spanish\)](#)
- [Conversation Starters for Families of Tweens and Teens](#)

### School Resources

- [CoSN 2025 Blaschke Report and Toolkit](#)

### Educator Resources

- [Screentime Cheat Sheet for Educators](#)



## Literacy Intervention Plan



### Core Literacy Instruction

Core instruction is the instruction provided to all students. Core literacy instruction is evidence-based and aligned to the science of reading. Within core instruction, teachers differentiate to meet the needs of all students in the classroom. Core support is defined through environment, curriculum, and instruction:

*Environment:* Includes daily instructional time, physical environment, group size, and classroom routines.

*Curriculum:* Materials and resources utilized, scope and sequence of delivery, and skills/standards addressed.

*Instruction:* Instructional design, student engagement, methods for feedback, and opportunities for practice.

### Environment

Kindergarten & 1st Grade: 120 minute literacy block

Whole Group: Phonological awareness, phonemic awareness, phonics (word work) (40 minutes)

Small Group: rotations for differentiated instruction (20 minutes)

Whole Group: Language

Comprehension/Knowledge Instruction (30 minutes)

Principals create a master schedule that allows for 120 minutes of daily literacy instruction. This consists of 40 minutes of whole group phonological awareness and phonics and 20-30 minutes of small group (5-8) differentiated instruction using the district-adopted phonics curriculum. 30-50 minutes for comprehension/knowledge building instruction using the district-adopted curriculum.

### Curriculum

Curriculum choice is:  
*Check both if applicable.*

✓ District Choice

Curriculum Name: Letterland (K-2)

Teachers utilize Letterland as a district curriculum for phonics, phonemic awareness, decoding, and spelling in K-2. Kindergarten and 1st Grade second edition includes explicit phonemic awareness elements. Kindergarten and 1st Grade use supplemental decodable readers (Read Bright and Daffodil Hill) to enhance core instruction. Second grade uses supplemental decodable readers (Flyleaf) to enhance core instruction.

CKLA (K-3)

Teachers utilize Core Knowledge Language Arts (CKLA) as a district curriculum for language comprehension and vocabulary. 3rd Grade will use the skills component to teach word recognition skills, including phonics, morphology, and fluency.

### Instruction

All students receive whole group word work instruction - Letterland (phonological awareness & phonics instruction) during a portion of the literacy block. All students receive whole group language comprehension and vocabulary instruction-CKLA during a portion of the literacy block.

All students also engage in differentiated small group instruction at least 2x weekly.

Small group work is either targeted independent practice or teacher-led support based on student assessment data and response to instruction.

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                      |  |
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| <p><u>2nd Grade:</u> 120-minute literacy block</p> <p>Whole Group: Phonological awareness, phonemic awareness, phonics, fluency (25 minutes)</p> <p>Small Group: rotations for differentiated instruction (30 minutes)</p> <p>Whole Group: Language Comprehension/Knowledge Instruction (35 minutes)</p><br><p><u>3rd Grade:</u> 90-minute literacy block</p> <p>Whole/Small Group: Phonics, Morphology, and Fluency (20-30 min.)</p> <p>Whole Group: Language Comprehension/Knowledge Instruction (50-70 minutes)</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | <p><input type="checkbox"/> School Choice Curriculum Name: _____</p> |  |
| <p><b>PRC 085 Budget Items:</b></p> <ul style="list-style-type: none"> <li>• Letterland Training for new teachers throughout the 2026-2027 school year.</li> <li>• Letterland Train the Coach/Trainer sessions.</li> <li>• Purchase updated Letterland (2nd Edition) materials for K-2 teachers, reading specialists, and administrators.</li> <li>• CKLA strengthening and planning sessions.</li> <li>• Core &amp; Intervention phonics, fluency, vocabulary, and comprehension curriculum resources (Core, supplemental, and intensive).</li> <li>• Purchasing licenses for new staff to complete LETRS training.</li> <li>• Reading Camp performance bonus (Summer 2026).</li> <li>• Literacy professional development for K-3 teachers, reading specialists, and administrators.</li> <li>• Literacy Family Engagement.</li> <li>• Purchase additional decodable texts for core, supplemental, and intensive instruction.</li> <li>• Purchase additional Letterland &amp; CKLA teacher/student materials as enrollment increases.</li> <li>• Provide coaching materials and resources Early Literacy Specialist, Blended Learning Coordinator, and Reading Specialists (focused on K-3 literacy).</li> <li>• Purchase subscriptions and resources related to CKLA implementation.</li> </ul> |                                                                      |  |



## Data and Evaluation System & Assessment Plan

Universal screening is the practice of screening all students at the beginning, middle, and end of year to determine the effectiveness of core instruction as well as to determine groups of students who may potentially experience reading difficulties. Universal screening measures should be efficient, valid, reliable, and demonstrate classification accuracy. Screening in early literacy should include measures that are able to determine a likely cause of reading difficulty aligned to the Simple View of Reading (i.e., decoding and/or language comprehension). Screening measures should be able to address the following data decision questions:

- How do we determine if our core instruction is effective for our population?
- How do we determine if students are at risk?
- How do we address risk: core, supplemental or intensive support?
- How do we determine if our interventions and intervention systems are effective?
- How do we determine if students receiving intervention are progressing?

## Core

### Assessment

- ✓ DIBELS 8 Assessment is used for universal screening three times a year with all K-3 students.
- ✓ Kindergarten - Third grade students are also assessed with the iReady Reading diagnostic three times a year.

### Data Analysis Plan

- ✓ School-level teams facilitate universal screening, data analysis, and progress monitoring.  
Data protocols are provided to guide data review and analysis throughout the year.
- ✓ Teams meet on a regular schedule following screening windows.
- ✓ Teams analyze data at the school, grade, and classroom levels to determine:
  - ✓ Overall effectiveness of instruction and determine changes needed.
  - ✓ Groups of students requiring intervention.
- ✓ School based Reading Specialists support teachers in analyzing and responding to data within a multi-tiered system of support.
- ✓ Based on the analysis of data, data teams make recommendations regarding groups of students requiring intervention and the best setting for intervention (push in to core, intervention in addition to core).

### Data Decision Rules

- ✓ Teams determine and use data decision rules to identify the effectiveness of core instruction.
- ✓ Teams determine and use data decision rules to determine groups of students at risk for developing reading difficulties (i.e., intervention entry rules).

Decision-making guidance has been provided for K-3 literacy in the form of data team protocols, flow charts, and tiered support guiding documents.

## Intervention: Progress Monitoring

### Tool and Measure Selection

- ✓ Select progress monitoring tools (e.g., DIBELS 8) that the district and/or school support with training, support, and analysis. DIBELS 8 is used as the primary tool for progress monitoring K-3 literacy skills.
- ✓ Progress monitoring measures align with the areas identified for intervention.
- ✓ Progress monitoring level is determined as described by the progress monitoring tool

### Frequency

- ✓ Supplemental Intervention: - Progress monitoring frequency occurs after 5-10 sessions of tier 2 intervention
- ✓ Intensive Intervention: Progress monitoring frequency occurs after 5-10 sessions of tier 3 intervention

### Progress Monitoring Analysis

- ✓ School-level teams systematically analyze the progress monitoring data for intervention groups on a regular basis. School-level data teams meet at least twice each month to analyze progress monitoring data. Recommendations are made for adjustments to intervention support and individual students are referred to the school's Individual Problem Solving Team.
- ✓ Analysis follows a problem-solving model and includes data (e.g., intervention fidelity, student attendance) in addition to progress monitoring data.
  - School-level teams:
    - ✓ Determine group response to the intervention.
    - ✓ Interpret graphed progress monitoring data for individual students.

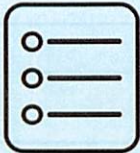
## Intervention: Data Analysis & Intensification

### Data Analysis

- ✓ School-level teams, not individual teachers, examine the effectiveness of supplemental interventions and analyze student progress.
- ✓ When most students are not making progress, the next step is adjusting the overall intervention, not intensifying for individual students.

### Intensification

- ✓ Data-based individualization of interventions likely includes gathering additional diagnostic assessment information.
  - These data are reviewed by the schools' Individual Problem Solving Teams.



### Literacy Intervention Plan

Literacy interventions are intentional strategies used to facilitate reading development and remediate emerging difficulty with reading development. Literacy interventions are defined at the supplemental level (sometimes called supplemental intervention or tier 2 intervention) and anticipate the need for intensification when necessary (sometimes called intensive intervention or tier 3 intervention) when necessary. Literacy interventions are defined through environment, curriculum, and instruction:

*Environment:* Includes instructor, group size, instructional time (length), duration, instructional time, physical environment, and classroom routines.

*Curriculum:* Materials and resources utilized, scope and sequence of delivery, and skills/standards addressed.

*Instruction:* Instructional design (including [methods for systematic and explicit instruction](#)), methods for feedback, opportunities for practice, and methods to ensure student engagement.

Additionally, data and evaluation plans, including progress monitoring are a component of literacy interventions.

### Intervention selection occurs at the:

- ✓ District Level
- ☐ School Level

### Instruction

Intervention instruction includes evidence-based practices which are systematic and explicit. The intervention instruction builds skills gradually, provides a high level of teacher-student interaction, and provides opportunities for practice and feedback.

#### Supplemental

Supplemental Instruction includes systematic and explicit instruction.

WCS uses the embedded Letterland intervention (K-2) which provides a scope and sequence of skills addressed in supplemental interventions. WCS uses Amplify's Assessment and Remediation Guide (3rd Grade) which provides a scope

#### Intensive

Intensive instruction includes the following instructional features:

WCS uses the Letterland Intervention Guide and UFLI Foundations for intensive support, both of which have a scope and sequence of skills addressed in supplemental interventions.

✓Systematic and explicit instruction.

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>and sequence of skills addressed in supplemental interventions.</p> <ul style="list-style-type: none"> <li>✓Systematic: Instruction should build skills gradually, introducing first in isolation and then moving to contextual application.</li> <li>✓Explicit: Instruction includes “overt and unambiguous explanations and models.”</li> </ul> <p>Supplemental Instruction includes opportunities for practice and feedback:</p> <ul style="list-style-type: none"> <li>✓Practice: Instructor provides ample opportunities for student practice.</li> <li>✓Feedback: Instructor delivers timely, corrective feedback.</li> </ul> | <ul style="list-style-type: none"> <li>✓Pace: adjust overall intervention pace.</li> <li>✓Scaffolding: Scaffold instruction by breaking down complex skills into steps, intentionally designing lessons to begin with simple skills before moving to complex skills.</li> <li>✓Modeling and Practice: provide modeling and practice opportunities sufficient for students to demonstrate sustained and consistent levels of proficiency.</li> <li>✓Mastery: ensure students demonstrate mastery before moving to the next skill.</li> <li>✓Feedback: monitor practice and provide immediate feedback.</li> <li>✓Engaging instruction: provide a high level of teacher-student interaction.</li> <li>✓Clarity of instruction: identify specific learning intentions for the lesson and use clear language while teaching</li> </ul> |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

| Grades       | Phonemic Awareness & Phonics                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|--------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| ✓K   ✓ 1     | Environment                                                                                                                                                                                                                                                  | Curriculum                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| Supplemental | <p>Instructor: Classroom teacher, trained teacher assistant, reading tutor/interventionist, reading Specialist, trained university interns</p> <p>Group Size: 3-4 students</p> <p>Length: 20-30 minutes, 3-5 times per week.</p> <p>Duration: 6-10 weeks</p> | <p>Intervention Curriculum choice is:<br/><i>Check both if applicable.</i></p> <p>✓ District Choice<br/>Intervention Curriculum Name: Letterland Embedded Intervention and Read Bright and Daffodil Hill Decodables that align with Letterland scope &amp; sequence.<br/>Intervention Curriculum Recommended Group Size: 4-6 students</p> <p><input type="checkbox"/> School Choice<br/>Intervention Curriculum Name: NA<br/>Intervention Curriculum Recommended Group Size: NA<br/>District Created Intervention Resources<br/><i>Please link/fill in below district/school created scope and sequence and/or any district/school resources supporting intervention:</i></p> <p><a href="#">Kindergarten Scope and Sequence Correlation Chart</a><br/><a href="#">First Grade Scope and Sequence Correlation Chart</a></p> |

|           |                                                                                                                                                                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|-----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|           |                                                                                                                                                                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| Intensive | <p>Instructor: Reading Specialist, trained teacher assistant, reading tutor/interventionist</p> <p>Group Size: 1-3 students</p> <p>Length: 30-45 minutes, 4-5 times per week</p> <p>Duration: 6-10 weeks</p> | <p>Intervention Curriculum choice is:<br/><i>Check both if applicable.</i></p> <p><input checked="" type="checkbox"/> District Choice<br/>Intervention Curriculum Name: Letterland Intervention Guide<br/>Intervention Curriculum Recommended Group Size: 1-3 students</p> <p><input type="checkbox"/> School Choice<br/>Intervention Curriculum Name: NA<br/>Intervention Curriculum Recommended Group Size: NA</p> <p>District Created Intervention Resources<br/><i>Please link/fill in below district/school created scope and sequence and/or any district/school resources supporting intervention:</i><br/>NA</p> |

| Grades       | Phonics, Spelling & Fluency                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|--------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| ✓2   ✓3      | Environment                                                                                                                                                                                                                                                  | Curriculum                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| Supplemental | <p>Instructor: Classroom teacher, trained teacher assistant, reading tutor/interventionist, reading Specialist, trained university interns</p> <p>Group Size: 3-4 students</p> <p>Length: 20-30 minutes, 3-5 times per week.</p> <p>Duration: 6-10 weeks</p> | <p>Intervention Curriculum choice is:<br/><i>Check both if applicable.</i></p> <p><input checked="" type="checkbox"/> District Choice<br/>Intervention Curriculum Name: Letterland Embedded Intervention and Flyleaf Decodables that align with Letterland Scope and Sequence (for 2nd Grade), Amplify's Assessment and Remediation Guide (for 3rd Grade).<br/>Intervention Curriculum Recommended Group Size 4-6 students</p> <p><input type="checkbox"/> School Choice<br/>Intervention Curriculum Name: NA<br/>Intervention Curriculum Recommended Group Size: NA</p> |

|           |                                                                                                                                                                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|-----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|           |                                                                                                                                                                                                              | <p>District Created Intervention Resources</p> <p><i>Please link/fill in below district/school created scope and sequence and/or any district/school resources supporting intervention:</i></p> <p><a href="#">Flyleaf Decodables</a></p>                                                                                                                                                                                                                                                                                                                                                                                                                         |
| Intensive | <p>Instructor: Reading Specialist, trained teacher assistant, reading tutor/interventionist</p> <p>Group Size: 1-3 students</p> <p>Length: 30-45 minutes, 4-5 times per week</p> <p>Duration: 6-10 weeks</p> | <p>Intervention Curriculum choice is:</p> <p><i>Check both if applicable.</i></p> <p><input checked="" type="checkbox"/> District Choice</p> <p>Intervention Curriculum Name: Letterland Intervention Guide or UFLI Foundations</p> <p>Intervention Curriculum Recommended Group Size: 1-3 students</p> <p><input type="checkbox"/> School Choice</p> <p>Intervention Curriculum Name: NA</p> <p>Intervention Curriculum Recommended Group Size: NA</p> <p>District Created Intervention Resources</p> <p><i>Please link/fill in below district/school created scope and sequence and/or any district/school resources supporting intervention:</i></p> <p>NA</p> |

| Grades                        | Fluency, Vocabulary, & Comprehension                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                     |
|-------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| ✓2 <input type="checkbox"/> 3 | Environment                                                                                                                                                                                                                                                  | Curriculum                                                                                                                                                                                                                                                                                                                                                          |
| Supplemental                  | <p>Instructor: Classroom teacher, trained teacher assistant, reading tutor/interventionist, reading specialist, trained university interns</p> <p>Group Size: 3-4 students</p> <p>Length: 20-30 minutes, 3-5 times per week.</p> <p>Duration: 6-10 weeks</p> | <p>Intervention Curriculum choice is:</p> <p><i>Check both if applicable.</i></p> <p><input checked="" type="checkbox"/> District Choice</p> <p>Intervention Curriculum Name: Letterland Embedded Intervention, Flyleaf, and CKLA fluency activities that align with Letterland Scope and Sequence, iReady Tools For Scaffolding Vocabulary &amp; Comprehension</p> |

|           |                                                                                                                                                                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|-----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|           |                                                                                                                                                                                                              | <p>Intervention Curriculum Recommended Group Size: 4-6 students</p> <p><input type="checkbox"/> School Choice<br/> Intervention Curriculum Name: NA<br/> Intervention Curriculum Recommended Group Size: NA</p> <p>District Created Intervention Resources<br/> <i>Please link/fill in below district/school created scope and sequence and/or any district/school resources supporting intervention:</i><br/> <a href="#">Flyleaf Correlation Chart with Letterland</a></p>                                                                                                                                                                           |
| Intensive | <p>Instructor: Reading Specialist, trained teacher assistant, reading tutor/interventionist</p> <p>Group Size: 1-3 students</p> <p>Length: 30-45 minutes, 4-5 times per week</p> <p>Duration: 6-10 weeks</p> | <p>Intervention Curriculum choice is:<br/> <i>Check both if applicable.</i></p> <p><input checked="" type="checkbox"/> District Choice<br/> Intervention Curriculum Name: UFLI Foundations concentrating on fluency components<br/> Intervention Curriculum Recommended Group Size: 1-3 students</p> <p><input type="checkbox"/> School Choice<br/> Intervention Curriculum Name: NA<br/> Intervention Curriculum Recommended Group Size: NA</p> <p>District Created Intervention Resources<br/> <i>Please link/fill in below district/school created scope and sequence and/or any district/school resources supporting intervention:</i><br/> NA</p> |

| Grades                                                           | Fluency, Vocabulary, & Comprehension                                                                               |                                                                                 |
|------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------|
| <input type="checkbox"/> 2 <input checked="" type="checkbox"/> 3 | Environment                                                                                                        | Curriculum                                                                      |
| Supplemental                                                     | <p>Instructor: Classroom teacher, trained teacher assistant, reading tutor/interventionist, reading specialist</p> | <p>Intervention Curriculum choice is:<br/> <i>Check both if applicable.</i></p> |

|           |                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|-----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|           | <p>Group Size: 3-4 students<br/> Length: 20-30 minutes, 3-5 times per week.<br/> Duration: 6-10 weeks</p>                                                                                              | <p><input checked="" type="checkbox"/> District Choice<br/> Intervention Curriculum Name: CKLA Remediation Guide (fluency and vocabulary), Advanced Word Study following CKLA's scope and sequence of Letterland, iReady Tools For Scaffolding Vocabulary &amp; Comprehension.</p> <p>Intervention Curriculum Recommended Group Size: 4-6 students</p> <p><input type="checkbox"/> School Choice<br/> Intervention Curriculum Name: NA<br/> Intervention Curriculum Recommended Group Size: NA</p> <p>District Created Intervention Resources<br/> <i>Please link/fill in below district/school created scope and sequence and/or any district/school resources supporting intervention:</i></p> |
| Intensive | <p>Instructor: Reading Specialist, trained teacher assistant, reading tutor/interventionist<br/> Group Size: 1-3 students<br/> Length: 30-45 minutes, 4-5 times per week<br/> Duration: 6-10 weeks</p> | <p>Intervention Curriculum choice is:<br/> <i>Check both if applicable.</i></p> <p><input checked="" type="checkbox"/> District Choice<br/> Intervention Curriculum Name: UFLI Foundations concentrating on fluency components<br/> Intervention Curriculum Recommended Group Size: 1-3 students</p> <p><input type="checkbox"/> School Choice<br/> Intervention Curriculum Name: NA<br/> Intervention Curriculum Recommended Group Size: NA</p> <p>District Created Intervention Resources<br/> <i>Please link/fill in below district/school created scope and sequence and/or any district/school resources supporting intervention:</i><br/> NA</p>                                           |

(What is the district's plan to share the LIP with school leadership teams to ensure alignment of school literacy plans?)

The Literacy Intervention Plan will be shared with district-level Curriculum and Instruction Team for input and feedback.

The Literacy Intervention Plan will be shared with the Board of Education.

The Literacy Intervention Plan will be shared with school principals for input and feedback.

The Literacy Intervention Plan will be shared with school-based reading specialists for input and feedback.

School and district administrators will share the Literacy Intervention Plan with K-3 teachers through district grade level meetings and school-based meetings (School Improvement Team, data teams, etc.)

Additional Notes and Comments:

## Reading Camps

The



This

[NC Reading Camp Guiding Document](#) utilizes best practices for planning, implementing, and evaluating an effective summer camp program. High quality (HQ) summer camp standards, possible documentation for HQ standards as well as questions to consider are all components within the document to support local administrative units as they plan for summer reading camps.

camps.

document also includes information to support efforts to staff reading camps with the most qualified teachers, mentors, and paraprofessionals while at the same time ensuring the use of evidence-based early literacy practices at all summer reading

### Reading Camp Best Practices:

1. Teacher Effectiveness and Qualifications
2. Student Selection and Enrollment
3. Communication with Administration, Staff, and Parents/Guardians
4. Instructional Time
5. Content and Instruction
6. Assessment Selection and Data Use
7. Mentoring and Paraprofessional Use
8. Camp and Classroom Environment

### Teacher Effectiveness and Qualifications

- ✓ Established Criteria for Hiring Teachers. *Please describe efforts to attract highly qualified teachers in the space below.*
  - Publicize summer reading camp teaching opportunities as early as March, 2027
  - Priority given to hiring teachers that have participated in LETRS training
  - Teacher assistants will be hired, as needed, to support classroom instruction
  - Provision of bonuses
  - Teachers are compensated based on their daily rate of pay.
  - Paid planning days, in addition to instructional days
  - Additional instructional materials provided for use during the school year
- ✓ Professional Development in research-based instructional practices provided for teachers.

### Student Selection and Enrollment

- ✓ Established policy for early notification of parents/guardians if students show deficiencies in reading over the school year.
- ✓ Multiple modes of communication are in place to inform parents/guardians in an accurate and timely manner of all reading camp expectations.

### Communication

- ✓ A detailed communication plan is developed, implemented, and ongoing to provide relevant information for reading camp administrators, staff, and parents.
- ✓ A communication plan is developed and utilized to communicate with students' prior teacher, next year's teacher, and parents/guardians to reinforce skills for continued reading improvement.

### Instructional Time

- ✓ The district/school has established a schedule that will maximize student instructional time. (72 hours for students)
- ✓ Students receive as much small group instructional time as possible. (3-5 students)

### Content/Instruction

- ✓ The district/school has established criteria for selecting and using reading programs and curricula that have been shown to have a positive effect on student achievement.
- ✓ The district/school has implemented a plan for reading instruction and intervention that includes instructional practices that are empirically shown to increase student achievement and a focus on explicit and systematic instruction in foundational reading skills.

Reading Camp Curriculum Choice

Reading Camp Curriculum Name: 95% Group Phonics Booster Bundle: Summer School, Letterland, and/or CKLA curriculum resources.

District Created Reading Camp Resources

*Please link/fill in below created scope and sequence and/or any additional resources supporting reading camp instruction::*

[2026 Summer Camp Instruction Guide](#)

**Assessment Selection & Data Use**

- ✓ Only exemptions from the requirements approved by the state education agency are used in making promotion decisions.
- ✓ The state-mandated diagnostic and formative assessment, as well as additional diagnostic reading assessments, are selected based on alignment with current research within the science of reading.

**Mentors & Paraprofessionals**

- ✓ The district/school establishes criteria for hiring and appointing mentors and paraprofessionals to support and reinforce student reading development.
- ✓ The district/school provides professional development in research-based practices for support personnel.
- ✓ The district/school develops and implements a plan to appoint trained and/or paraprofessionals, if available, to reinforce students' reading skills in the smallest group sizes possible.

**Environment**

- ✓ A healthy, safe, and inviting camp environment has been created.
- ✓ The learning environment is safe, positive, and inviting for all learners.



## WATAUGA COUNTY BOARD OF EDUCATION

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

### WATAUGA COUNTY BOARD OF EDUCATION MEETING

**DATE:** August 10, 2026

**TIME:** 6:00 p.m.

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

**PRESENT:**

- Marshall Ashcraft, Gary Childers, Alison Idol, Adam Hege, *BOE Members*
- Dr. Leslie Alexander, *Superintendent*

#### CALL TO ORDER/WELCOME/MOMENT OF SILENCE

Board Chair Dr. Gary Childers called the open session to order at 6:16 p.m. He welcomed those in attendance and asked everyone to observe a moment of silence. He also praised the strong community support and the efforts of everyone involved in making the “Back 2 School Festival” such a great success.

#### DISCUSSION AND ADJUSTMENT OF AGENDA

There were no adjustments to the agenda.

#### SUPERINTENDENT’S REPORT

- The “Back to School Festival” on Saturday, August 8, was another tremendous success, with a total of 1,902 students receiving school supplies to help them feel prepared, confident, and ready for the new school year. Dr. Alexander expressed her gratitude to all of the volunteers, community partners, and staff members who helped make the event possible.
- Watauga County Schools welcomed approximately fifty new employees during New Employee Orientation this week, and Dr. Alexander shared her excitement about having such an impressive group joining the district.
- Due to declining enrollment and reduced state funding, several staff reductions were necessary, including five teaching positions at K-8 schools, two positions at WHS/WIA, two Teacher Assistant roles, a Central Office director, a nurse, and half of a related-service provider role.
- Convocation, the annual kickoff event for faculty and staff, was held on August 11. Speakers included Senior Student Board Representative Rosalyn Rabinowitz, Board Member Dr. Jay Fenwick, Principal of the Year Dr. Scott Strickler, and Teacher of the Year Meghan Scott.
- The first day for students was Monday, August 17. The week leading up to the start of school included open houses, meet-and-greets, and “Freshman Orientation.”

## **PUBLIC COMMENT**

Adam Rhyne provided some history of the baseball field at WHS and discussed how his company could assist with potential upgrades and improvements to the field, if needed.

## **CONSENT AGENDA**

- A. Approval of the Minutes for 7/13/2026
- B. Field Trip Request
- C. Declaration of Surplus
- D. 2027-28 LEA Calendar Waiver Request Form
- E. Advanced Teaching Roles (ATR) Grant Application
- F. Personnel Report

Dr. Jay Fenwick moved to approve the Consent Agenda, including the changes to the Personnel Report. Marshall Ashcraft seconded the motion, which all Board members approved.

## **ACTION ITEM: VALLE CRUCIS ARCHITECT CONTRACT**

A recommendation was made for Clark Nexsen to serve as the architectural firm for the renovation of a portion of the former Valle Crucis School, with priorities given to supporting the Central Office, professional development space, and early childhood services. Phase I will include basic architectural and engineering services in which the project scope will be evaluated to determine the most beneficial use of the space based on geographic constraints, programming needs, and the available budget.

Dr. Adam Hege made a motion to approve Clark Nexsen as the architectural firm and authorize the project to proceed. Alison Idol seconded the motion, which was approved by all Board members.

## **ACTION ITEM: APPROVAL OF THE RFQ FOR ARTIFICIAL TURF**

A recommendation was made for the Watauga County Board of Education to approve moving forward with the design and installation of synthetic turf for both the Watauga High School baseball field and the women's flag football field. Following an evaluation of technical specifications, safety standards, regional experience, and turnkey execution capabilities, GeoSurfaces was recommended as the vendor. Dr. Chris Blanton said a budget ceiling of \$1.3 million was established, with funding coming from various sources, including interest earned on the insurance proceeds the school system received following the flooding of the former Valle Crucis School.

Alison Idol made a motion to approve the RFQ. Marshall Ashcraft seconded the motion, which was unanimously approved.

## **INCLEMENT WEATHER ADMINISTRATIVE REGULATION 7550**

Director of Human Resources Dr. Chris Blanton provided an overview of the regulation, which would allow most employees to work from home on remote learning days. The Board expressed its support of the regulation. Marshall Ashcraft commended Dr. Alexander and Dr. Blanton for their efforts in developing the new guidelines.

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

- 1310/4000 (WCBE 4002): Parental Involvement
- 3225/4312/7320: Technology Responsible Use

Marshall Ashcraft made a motion to approve the policies on second read. Alison Idol seconded the motion, which carried 5-0.

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

- 6315: Drivers and Vehicles
- 3320: School Trips

Policy 6315: Dr. Adam Hege made a motion to approve the policy on first read. Marshall Ashcraft seconded the motion, and all Board members voted in favor.

Policy 3320: Dr. Jay Fenwick made a motion to approve the policy on first read. Dr. Adam Hege seconded the motion, and all Board members voted in favor.

### **BOARD OPERATIONS**

- Dr. Childers reminded Board members of the NCSBA LEAD meeting scheduled for September 10.
- Alison Idol encouraged all Board members to complete the 2026 NCSBA Legislative Survey.
- Dr. Childers asked that Board Attorney Chris Campbell review the statements provided to individuals wishing to make public comments at Board meetings.
- Following recent public comments expressing concerns about the use of technology in the early grades, Marshall Ashcraft requested information regarding the amount of time students actually spend using technology in these grades. Dr. Brian Bettis will be asked to provide this information at the September Board of Education meeting.

### **BOARD COMMENTS**

Dr. Jay Fenwick expressed his appreciation for the quality and thoroughness of the Advanced Teaching Roles (ATR) grant.

### **CLOSED SESSION**

*At 7:06 p.m., Alison Idol moved to return to closed session. Dr. Adam Hege seconded the motion, which was approved by all Board members.*

## Declaration of Surplus Items - SEPT. 2026

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

### Bethel

| <u>Asset #</u> | <u>Quantity</u> | <u>Description</u> | <u>Usable</u> | <u>Unusable</u> |
|----------------|-----------------|--------------------|---------------|-----------------|
| 100517         | 1               | WINDOW A/C UNIT    |               | 1               |
| NONE           | 1               | CHAIR- BAND TCHR   |               | 1               |
| NONE           | 1               | CHAIR- STUDENT     |               | 1               |
| <div></div>    |                 |                    | <div></div>   | <div></div>     |
| 3              |                 |                    | 0             | 3               |

### Blowing Rock

| <u>Asset #</u> | <u>Quantity</u> | <u>Description</u>        | <u>Usable</u> | <u>Unusable</u> |
|----------------|-----------------|---------------------------|---------------|-----------------|
| NONE           | 4               | CABINET- FILING 5 DRAWERS | 4             |                 |
| NONE           | 3               | CABINET- FILING 4 DRAWERS | 3             |                 |
| <div></div>    |                 |                           | <div></div>   | <div></div>     |
| 7              |                 |                           | 7             | 0               |

### Cove Creek

| <u>Asset #</u> | <u>Quantity</u> | <u>Description</u> | <u>Usable</u> | <u>Unusable</u> |
|----------------|-----------------|--------------------|---------------|-----------------|
| NONE           | 1               | SANITIZER          |               | 1               |
| NONE           | 2               | CABINETS- FILING   | 2             |                 |
| NONE           | 4               | CHAIRS- STUDENT    |               | 4               |
| <div></div>    |                 |                    | <div></div>   | <div></div>     |
| 7              |                 |                    | 2             | 5               |

### Green Valley

| <u>Asset #</u> | <u>Quantity</u> | <u>Description</u> | <u>Usable</u> | <u>Unusable</u> |
|----------------|-----------------|--------------------|---------------|-----------------|
| 35594          | 1               | CHROMEBOOK         |               | 1               |
| 34984          | 1               | DOC CAMERA         |               | 1               |
| 35513          | 1               | CHROMEBOOK         |               | 1               |
| 35620          | 1               | CHROMEBOOK         |               | 1               |
| 35629          | 1               | CHROMEBOOK         |               | 1               |
| <div></div>    |                 |                    | <div></div>   | <div></div>     |

5

0

5

## Hardin Park

| <u>Asset #</u> | <u>Quantity</u> | <u>Description</u>     | <u>Usable</u> | <u>Unusable</u> |
|----------------|-----------------|------------------------|---------------|-----------------|
| 28775          | 1               | PROJECTOR- EPSON       |               | 1               |
| 500770         | 1               | REFRIDERATOR           |               | 1               |
| 37821          | 1               | CHROMEBOOK             |               | 1               |
| 37945          | 1               | CHROMEBOOK             |               | 1               |
| 501083         | 1               | MICROPHONE             |               | 1               |
| NONE           | 1               | CABINET- WOODEN        | 1             |                 |
| 25186          | 1               | PROJECTOR- EPSON       |               | 1               |
| NONE           | 5               | CABINETS- FILING       | 5             |                 |
| 501083         | 1               | MICROPHONE             |               | 1               |
| NONE           | 25              | KINDER CHAIRS          | 25            |                 |
| 500196         | 1               | SMARTBOARD             |               | 1               |
| NONE           | 3               | DESKS- TEACHER         | 3             |                 |
| NONE           | 4               | TABLES- RECTANGLE WOOD | 4             |                 |
| NONE           | 1               | BOOKSHELF- ROTATING    | 1             |                 |
| NONE           | 3               | TABLES- ROUND WOOD     | 3             |                 |
| NONE           | 1               | TABLE- CHANGING        | 1             |                 |
| 500989         | 1               | CALCULATOR             |               | 1               |
| 500981         | 1               | CALCULATOR             |               | 1               |
| 500978         | 1               | CALCULATOR             |               | 1               |
| 500974         | 1               | CALCULATOR             |               | 1               |
| 500972         | 1               | CALCULATOR             |               | 1               |
| 501048         | 1               | CALCULATOR             |               | 1               |
| 501044         | 1               | CALCULATOR             |               | 1               |
| 501053         | 1               | CALCULATOR             |               | 1               |
| 500988         | 1               | CALCULATOR             |               | 1               |
| 501051         | 1               | CALCULATOR             |               | 1               |
| 500980         | 1               | CALCULATOR             |               | 1               |
| 500977         | 1               | CALCULATOR             |               | 1               |
| 500982         | 1               | CALCULATOR             |               | 1               |
| 501046         | 1               | CALCULATOR             |               | 1               |
| 501045         | 1               | CALCULATOR             |               | 1               |
| 500971         | 1               | CALCULATOR             |               | 1               |
| 501353         | 1               | CALCULATOR             |               | 1               |
| 500987         | 1               | CALCULATOR             |               | 1               |

69

43

26

## Mabel

| <u>Asset #</u> | <u>Quantity</u>      | <u>Description</u> | <u>Usable</u>        | <u>Unusable</u>      |
|----------------|----------------------|--------------------|----------------------|----------------------|
|                | <input type="text"/> |                    | <input type="text"/> | <input type="text"/> |
|                | 0                    |                    | 0                    | 0                    |

## Parkway

| <u>Asset #</u> | <u>Quantity</u>      | <u>Description</u>       | <u>Usable</u>        | <u>Unusable</u>      |
|----------------|----------------------|--------------------------|----------------------|----------------------|
| 37736          | 1                    | CHROMEBOOK               |                      | 1                    |
| NONE           | 1                    | TABLE ROUND              | 1                    |                      |
|                | 2                    | DESK- WOODEN             | 2                    |                      |
|                | 2                    | DESK- METAL- TCHR        | 2                    |                      |
|                | 1                    | DESK- STUDENT            |                      | 1                    |
|                | 22                   | CHAIR- STUDENT- METAL    | 22                   |                      |
|                | 2                    | BOOKSHELF- WOODEN        |                      | 2                    |
|                | 5                    | CHAIR- STUDENT- PLASTIC  | 5                    |                      |
|                | 3                    | CABINET- FILING          | 3                    |                      |
|                | 7                    | CHAIR- STUDENT- WOODEN   | 7                    |                      |
|                | 1                    | CABINET- STORAGE- WOODEN | 1                    |                      |
|                | 1                    | CART- ROLLING            |                      | 1                    |
|                | 1                    | TABLE- RETANGLE          | 1                    |                      |
|                | <input type="text"/> |                          | <input type="text"/> | <input type="text"/> |
|                | 49                   |                          | 44                   | 5                    |

## Valle Crucis

| <u>Asset #</u> | <u>Quantity</u>      | <u>Description</u> | <u>Usable</u>        | <u>Unusable</u>      |
|----------------|----------------------|--------------------|----------------------|----------------------|
| 36966          | 1                    | CHROMEBOOK         |                      | 1                    |
| 36948          | 1                    | CHROMEBOOK         |                      | 1                    |
| 35274          | 1                    | ELITEBOOK          |                      | 1                    |
| 36907          | 1                    | CHROMEBOOK         |                      | 1                    |
| 36924          | 1                    | CHROMEBOOK         |                      | 1                    |
| 36972          | 1                    | CHROMEBOOK         |                      | 1                    |
| 35725          | 1                    | ELITEBOOK          |                      | 1                    |
| 36871          | 1                    | CHROMEBOOK         |                      | 1                    |
| 36624          | 1                    | CHROMEBOOK         |                      | 1                    |
|                | <input type="text"/> |                    | <input type="text"/> | <input type="text"/> |

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9

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0

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9

## Watauga High School

| <u>Asset #</u> | <u>Quantity</u> | <u>Description</u>       | <u>Usable</u> | <u>Unusable</u> |
|----------------|-----------------|--------------------------|---------------|-----------------|
| 904200         | 1               | CHEMISTRY STARILIZER     |               | 1               |
| 904401         | 1               | SMARTBOARD               |               | 1               |
| 906509         | 1               | CLOTHS WASHER- MAYTAG    |               | 1               |
| 900671         | 1               | SMARTBOARD               |               | 1               |
| 29896          | 1               | PROJECTOR- EPSON         |               | 1               |
| 29566          | 1               | AMPLIFIER- DTA-120 CLASS |               | 1               |
| NONE           | 31              | COURSEBOOK- SERVSAFE     |               | 31              |

  
37

0

37

## Central Office

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

  
0

0

0

## Technology Department

| <u>Asset #</u> | <u>Quantity</u> | <u>Description</u> | <u>Usable</u> | <u>Unusable</u> |
|----------------|-----------------|--------------------|---------------|-----------------|
| NONE           | 14              | MONITORS           |               | 14              |

  
14

0

14

## Transportation Department

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

  
0

0

0

## Maintenance Department

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

0

0

0

## Child Nutrition

| <u>Asset #</u> | <u>Quantity</u> | <u>Description</u>       | <u>Usable</u> | <u>Unusable</u> |
|----------------|-----------------|--------------------------|---------------|-----------------|
| NONE           | 1               | ICE MACHINE              |               | 1               |
| NONE           | 2               | MILK BOX                 | 1             | 1               |
| NONE           | 3               | DRINK COOLER             |               | 3               |
| NONE           | 1               | TILT SKILLET             | 1             |                 |
| NONE           | 1               | OVENS- STACK             | 1             |                 |
| NONE           | 2               | SERVING LINE - GENERAL   | 2             |                 |
| NONE           | 1               | SINK- SOAK FOR UTENSIL   | 1             |                 |
| NONE           | 1               | SINK- SOAK FOR UTENSIL   | 1             |                 |
| NONE           | 1               | SALED BAR HOT/COLD       | 1             |                 |
| NONE           | 1               | UTENSIL CART             | 1             |                 |
| NONE           | 1               | SERVING LINE- 5 WELL     | 1             |                 |
| NONE           | 1               | SERVING LINE- PIE SERVER | 1             |                 |
| NONE           | 1               | CASHIER STAND            | 1             |                 |

17

12

5

## Title I Budget SY 2026-27

|                                                    |                 |
|----------------------------------------------------|-----------------|
| Federal Allocation for 2026-2027                   | \$628,643       |
| <b>Carryover/ Unbudgeted Reserve from SY 25-26</b> | <b>\$77,391</b> |
| Difference from SY 25-26 (w/out Carryover)         | -\$36,227       |

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|                                           |                                                |
|-------------------------------------------|------------------------------------------------|
| District Administrative Costs             | <b>\$11,492 (1.828% of Federal Allocation)</b> |
| School Professional Development           | <b>\$31,432 (5% of Federal Allocation)</b>     |
| School Parent Involvement                 | <b>\$6,286 (1% of Federal Allocation)</b>      |
| Homeless/ Foster Care                     | <b>\$ 2,000</b>                                |
| <b>Total Combined District Set-Asides</b> | <b>\$51,210</b>                                |

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|                                                  |                  |
|--------------------------------------------------|------------------|
| <b>School Allotments from Federal Allocation</b> | <b>\$577,433</b> |
| <i>(See Page 2 for Individual School Totals)</i> |                  |

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### Additional Information

|                                       |                                       |
|---------------------------------------|---------------------------------------|
| Required Per Pupil Allotment          | <b>\$ 369.46</b>                      |
| <b>Actual WCS Per Pupil Allotment</b> | <b>100% - 50.0% Poverty = \$ 950</b>  |
| <b>Based on Poverty Bands*</b>        | <b>49.9% - 40.0% Poverty = \$ 600</b> |
|                                       | <b>39.9% - 30.0% Poverty = \$ 473</b> |

### FORMULAS:

**\*Poverty Band Formula is \$ amount X the number of Free + Reduced in Eligibility Report**

**\*\* Parental Involvement Formula is allotment total / total number of Free + Reduced at eligible schools X Free + Reduced at selected schools = allocation**

**\*\*\*Professional Development is allotment based on ADM bands (< 199 = \$3,000, 200-399 = \$5,000, and > 400 = \$10,000)**

## 2026-2027 School Allocations

*(Paid by district plan)*

| School         | Allotment | Parent Involvement** | Professional Development*** |
|----------------|-----------|----------------------|-----------------------------|
| Bethel         | \$55,900  | \$435.43             | \$3000                      |
| Cove Creek     | \$58,000  | \$736                | \$5000                      |
| Green Valley   | \$156,500 | \$1,191              | \$5,000                     |
| Hardin Park    | \$145,185 | \$2,306              | \$10,432                    |
| Mabel          | \$81,550  | \$623                | \$3000                      |
| Valle Crucis   | \$80,200  | \$995                | \$5000                      |
| Total Allotted | \$577,335 | \$6,286.43           | \$31,432                    |
| Unallocated    | \$97.57   | \$0                  | \$0                         |

\*Carryover funds are allocated directly to salaries at each school for the new grant year.

### 2025-2026 School Planning Allocations

| School         | Allotment | Parent Involvement** | Professional Development*** |
|----------------|-----------|----------------------|-----------------------------|
| Bethel         | \$63,910  | \$455                | \$3,022                     |
| Cove Creek     | \$59,375  | \$813                | \$4,613                     |
| Green Valley   | \$176,209 | \$1,255              | \$5,090                     |
| Hardin Park    | \$188,100 | \$2,574              | \$12,407                    |
| Mabel          | \$88,561  | \$631                | \$3,022                     |
| Valle Crucis   | \$66,975  | \$917                | \$5,090                     |
| Total Allotted | \$643,085 | \$6,649              | \$33,244                    |
| Unallocated    | (\$45)    | \$4                  | \$0                         |

## Eligibility Report for 2026-2027

### Data from ESSR June 2026

| School | # Free | # Reduced | Free+ Reduced | Total ADM | F/R % |
|--------|--------|-----------|---------------|-----------|-------|
| BE     | 57     | 5         | 62            | 113       | 54.87 |
| BR     | 65     | 14        | 79            | 384       | 20.57 |
| CC     | 94     | 11        | 105           | 254       | 41.34 |
| GV     | 149    | 21        | 170           | 272       | 62.5  |
| HP     | 284    | 45        | 329           | 859       | 38.3  |
| MB     | 75     | 14        | 89            | 132       | 67.42 |
| PW     | 180    | 35        | 215           | 571       | 37.65 |
| VC     | 120    | 22        | 142           | 343       | 41.4  |
| WHS    | 300    | 45        | 345           | 1,197     | 28.82 |
| WIA    | 93     | 19        | 112           | 278       | 40.29 |
| WCS    | 1,417  | 231       | 1,648         | 4,403     | 37.43 |

F/R % is based on Free + Reduced/ # K-8 (Total ADM at WHS and WIA)

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# **GENERAL CONDITIONS OF CONTRACT BETWEEN OWNER AND DESIGN-BUILDER**

Watauga County Board of Education –  
Watauga High School – Baseball/Flag Football Turf

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## **Document No. 535**

Second Edition, 2010

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Washington, DC

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## **Article 1**

### **General**

#### **1.1 Mutual Obligations**

**1.1.1** *Owner and Design-Builder* commit at all times to cooperate fully with each other, and proceed on the basis of trust and good faith, to permit each party to realize the benefits afforded under the Contract Documents.

#### **1.2 Basic Definitions**

**1.2.1** *Agreement* refers to the executed contract between Owner and Design-Builder under either DBIA Document No. 525, *Standard Form of Agreement Between Owner and Design-Builder - Lump Sum* (2010 Edition) or DBIA Document No. 530, *Standard Form of Agreement Between Owner and Design-Builder - Cost Plus Fee with an Option for a Guaranteed Maximum Price* (2010 Edition).

**1.2.2** *Basis of Design Documents* are as follows: For DBIA Document No. 530, *Standard Form of Agreement Between Owner and Design-Builder - Cost Plus Fee With an Option for a Guaranteed Maximum Price*, the Basis of Design Documents are those documents specifically listed in, as applicable, the GMP Exhibit or GMP Proposal as being the "Basis of Design Documents." For DBIA Document No. 525, *Standard Form of Agreement Between Owner and Design-Builder - Lump Sum*, the Basis of Design Documents are the Owner's Project Criteria, Design-Builder's Proposal and the Deviation List, if any.

**1.2.3** *Construction Documents* are the documents, consisting of Drawings and Specifications, to be prepared or assembled by the Design-Builder consistent with the Basis of Design Documents unless a deviation from the Basis of Design Documents is specifically set forth in a Change Order executed by both the Owner and Design-Builder, as part of the design review process contemplated by Section 2.4 of these General Conditions of Contract.

**1.2.4** *Day or Days* shall mean calendar days unless otherwise specifically noted in the Contract Documents.

**1.2.5** *Design-Build Team* is comprised of the Design-Builder, the Design Consultant, and key Subcontractors identified by the Design-Builder.

**1.2.6** *Design Consultant* is a qualified, licensed design professional who is not an employee of Design-Builder, but is retained by Design-Builder, or employed or retained by anyone under contract with Design-Builder, to furnish design services required under the Contract Documents. A Design Sub-Consultant is a qualified, licensed design professional who is not an employee of the Design Consultant, but is retained by the Design Consultant or employed or retained by anyone under contract to Design Consultant, to furnish design services required under the Contract Documents.

**1.2.7** *Final Completion* is the date on which all Work is complete in accordance with the Contract Documents, including but not limited to, any items identified in the punch list prepared under Section 6.6.1 and the submission of all documents set forth in Section 6.7.2.

**1.2.8** *Force Majeure Events* are those events that are beyond the control of both Design-Builder and Owner, including the events of war, floods, labor disputes, earthquakes, epidemics, adverse weather conditions not reasonably anticipated, and other acts of God.

**1.2.9** *General Conditions of Contract* refer to this DBIA Document No. 535, *Standard Form of General Conditions of Contract Between Owner and Design-Builder* (2010 Edition).

**1.2.10** *GMP Exhibit* means that exhibit attached to DBIA Document No. 530, *Standard Form of*

*Agreement Between Owner and Design-Builder - Cost Plus Fee With an Option for a Guaranteed Maximum Price*, which exhibit will have been agreed upon by Owner and Design-Builder prior to the execution of the Agreement.

**1.2.11** *GMP Proposal* means that proposal developed by Design-Builder in accordance with Section 6.6 of DBIA Document No. 530, *Standard Form of Agreement Between Owner and Design-Builder - Cost Plus Fee With an Option for a Guaranteed Maximum Price*.

**1.2.12** *Hazardous Conditions* are any materials, wastes, substances and chemicals deemed to be hazardous under applicable Legal Requirements, or the handling, storage, remediation, or disposal of which are regulated by applicable Legal Requirements.

**1.2.13** *Legal Requirements* are all applicable federal, state and local laws, codes, ordinances, rules, regulations, orders and decrees of any government or quasi-government entity having jurisdiction over the Project or Site, the practices involved in the Project or Site, or any Work.

**1.2.14** *Owner's Project Criteria* are developed by or for Owner to describe Owner's program requirements and objectives for the Project, including use, space, price, time, site and expandability requirements, as well as submittal requirements and other requirements governing Design-Builder's performance of the Work. Owner's Project Criteria may include conceptual documents, design criteria, design performance specifications, design specifications, and LEED® or other sustainable design criteria and other Project-specific technical materials and requirements.

**1.2.15** *Site* is the land or premises on which the Project is located.

**1.2.16** *Subcontractor* is any person or entity retained by Design-Builder as an independent contractor to perform a portion of the Work and shall include materialmen and suppliers.

**1.2.17** *Sub-Subcontractor* is any person or entity retained by a Subcontractor as an independent contractor to perform any portion of a Subcontractor's Work and shall include materialmen and suppliers.

**1.2.18** *Substantial Completion* or *Substantially Complete* means the date on which the Work, or an agreed upon portion of the Work, is sufficiently complete in accordance with the Contract Documents so that Owner can occupy and use the Project or a portion thereof for its intended purposes.

**1.2.19** *Work* is comprised of all Design-Builder's design, construction and other services required by the Contract Documents, including procuring and furnishing all materials, equipment, services and labor reasonably inferable from the Contract Documents.

## **Article 2**

### **Design-Builder's Services and Responsibilities**

#### **2.1 General Services.**

**2.1.1** Design-Builder's Representative shall be reasonably available to Owner and shall have the necessary expertise and experience required to supervise the Work. Design-Builder's Representative shall communicate regularly with Owner and shall be vested with the authority to act on behalf of Design-Builder. Design-Builder's Representative may be replaced only with the mutual agreement of Owner and Design-Builder.

**2.1.2** Design-Builder shall provide Owner with a monthly status report detailing the progress of

the Work, including (i) whether the Work is proceeding according to schedule, (ii) whether discrepancies, conflicts, or ambiguities exist in the Contract Documents that require resolution, (iii) whether health and safety issues exist in connection with the Work; (iv) status of the contingency account to the extent provided for in the Standard Form of Agreement Between Owner and Design-Builder - Cost Plus Fee with an Option for a Guaranteed Maximum Price; and (v) other items that require resolution so as not to jeopardize Design-Builder's ability to complete the Work for the Contract Price and within the Contract Time(s).

**2.1.3** Unless a schedule for the execution of the Work has been attached to the Agreement as an exhibit at the time the Agreement is executed, Design-Builder shall prepare and submit, at least three (3) days prior to the meeting contemplated by Section 2.1.4 hereof, a schedule for the execution of the Work for Owner's review and response. The schedule shall indicate the dates for the start and completion of the various stages of Work, including the dates when Owner information and approvals are required to enable Design-Builder to achieve the Contract Time(s). The schedule shall be revised as required by conditions and progress of the Work, but such revisions shall not relieve Design-Builder of its obligations to complete the Work within the Contract Time(s), as such dates may be adjusted in accordance with the Contract Documents. Owner's review of, and response to, the schedule shall not be construed as relieving Design-Builder of its complete and exclusive control over the means, methods, sequences and techniques for executing the Work.

**2.1.4** The parties will meet within seven (7) days after execution of the Agreement to discuss issues affecting the administration of the Work and to implement the necessary procedures, including those relating to submittals and payment, to facilitate the ability of the parties to perform their obligations under the Contract Documents.

## **2.2 Design Professional Services.**

**2.2.1** Design-Builder shall, consistent with applicable state licensing laws, provide through qualified, licensed design professionals employed by Design-Builder, or procured from qualified, independent licensed Design Consultants, the necessary design services, including architectural, engineering and other design professional services, for the preparation of the required drawings, specifications and other design submittals to permit Design-Builder to complete the Work consistent with the Contract Documents. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between Owner and any Design Consultant.

## **2.3 Standard of Care for Design Professional Services.**

**2.3.1** The standard of care for all design professional services performed to execute the Work shall be the care and skill ordinarily used by members of the design profession practicing under similar conditions at the same time and locality of the Project.

## **2.4 Design Development Services.**

**2.4.1** Design-Builder and Owner shall, consistent with any applicable provision of the Contract Documents, agree upon any interim design submissions that Owner may wish to review, which interim design submissions may include design criteria, drawings, diagrams and specifications setting forth the Project requirements. Interim design submissions shall be consistent with the Basis of Design Documents, as the Basis of Design Documents may have been changed through the design process set forth in this Section 2.4.1. On or about the time of the scheduled submissions, Design-Builder and Owner shall meet and confer about the submissions, with Design-Builder identifying during such meetings, among other things, the evolution of the design and any changes to the Basis of Design Documents, or, if applicable, previously submitted design submissions. Changes to the Basis of Design Documents, including those that are deemed minor changes under Section 9.3.1, shall be processed in accordance with Article 9. Minutes of the meetings, including a full listing of all changes, will be maintained by Design-Builder and provided to all attendees for review. Following the design review meeting, Owner shall review and approve the interim design submissions and meeting minutes in a time that is consistent with the turnaround

times set forth in Design-Builder's schedule.

**2.4.2** Design-Builder shall submit to Owner Construction Documents setting forth in detail drawings and specifications describing the requirements for construction of the Work. The Construction Documents shall be consistent with the latest set of interim design submissions, as such submissions may have been modified in a design review meeting and recorded in the meetings minutes. The parties shall have a design review meeting to discuss, and Owner shall review and approve, the Construction Documents in accordance with the procedures set forth in Section 2.4.1 above. Design-Builder shall proceed with construction in accordance with the approved Construction Documents and shall submit one set of approved Construction Documents to Owner prior to commencement of construction.

**2.4.3** Owner's review and approval of interim design submissions, meeting minutes, and the Construction Documents is for the purpose of mutually establishing a conformed set of Contract Documents compatible with the requirements of the Work. Neither Owner's review nor approval of any interim design submissions, meeting minutes, and Construction Documents shall be deemed to transfer any design liability from Design-Builder to Owner.

**2.4.4** To the extent not prohibited by the Contract Documents or Legal Requirements, Design-Builder may prepare interim design submissions and Construction Documents for a portion of the Work to permit construction to proceed on that portion of the Work prior to completion of the Construction Documents for the entire Work.

## **2.5 Legal Requirements.**

**2.5.1** Design-Builder shall perform the Work in accordance with all Legal Requirements and shall provide all notices applicable to the Work as required by the Legal Requirements.

**2.5.2** The Contract Price and/or Contract Time(s) shall be adjusted to compensate Design-Builder for the effects of any changes in the Legal Requirements enacted after the date of the Agreement affecting the performance of the Work, or if a Guaranteed Maximum Price is established after the date of the Agreement, the date the parties agree upon the Guaranteed Maximum Price. Such effects may include, without limitation, revisions Design-Builder is required to make to the Construction Documents because of changes in Legal Requirements.

## **2.6 Government Approvals and Permits.**

**2.6.1** Except as identified in an Owner's Permit List attached as an exhibit to the Agreement, Design-Builder shall obtain and pay for all necessary permits, approvals, licenses, government charges and inspection fees required for the prosecution of the Work by any government or quasi-government entity having jurisdiction over the Project.

**2.6.2** Design-Builder shall provide reasonable assistance to Owner in obtaining those permits, approvals and licenses that are Owner's responsibility.

## **2.7 Design-Builder's Construction Phase Services.**

**2.7.1** Unless otherwise provided in the Contract Documents to be the responsibility of Owner or a separate contractor, Design-Builder shall provide through itself or Subcontractors the necessary supervision, labor, inspection, testing, start-up, material, equipment, machinery, temporary utilities and other temporary facilities to permit Design-Builder to complete construction of the Project consistent with the Contract Documents.

**2.7.2** Design-Builder shall perform all construction activities efficiently and with the requisite expertise, skill and competence to satisfy the requirements of the Contract Documents. Design-Builder shall at all times exercise complete and exclusive control over the means, methods, sequences and techniques of construction.

**2.7.3** Design-Builder shall employ only Subcontractors who are duly licensed and qualified to perform the Work consistent with the Contract Documents. Owner may reasonably object to Design-Builder's selection of any Subcontractor, provided that the Contract Price and/or Contract Time(s) shall be adjusted to the extent that Owner's decision impacts Design-Builder's cost and/or time of performance.

**2.7.4** Design-Builder assumes responsibility to Owner for the proper performance of the Work of Subcontractors and any acts and omissions in connection with such performance. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between Owner and any Subcontractor or Sub-Subcontractor, including but not limited to any third-party beneficiary rights.

**2.7.5** Design-Builder shall coordinate the activities of all Subcontractors. If Owner performs other work on the Project or at the Site with separate contractors under Owner's control, Design-Builder agrees to reasonably cooperate and coordinate its activities with those of such separate contractors so that the Project can be completed in an orderly and coordinated manner without unreasonable disruption.

**2.7.6** Design-Builder shall keep the Site reasonably free from debris, trash and construction wastes to permit Design-Builder to perform its construction services efficiently, safely and without interfering with the use of adjacent land areas. Upon Substantial Completion of the Work, or a portion of the Work, Design-Builder shall remove all debris, trash, construction wastes, materials, equipment, machinery and tools arising from the Work or applicable portions thereof to permit Owner to occupy the Project or a portion of the Project for its intended use.

## **2.8 Design-Builder's Responsibility for Project Safety.**

**2.8.1** Design-Builder recognizes the importance of performing the Work in a safe manner so as to prevent damage, injury or loss to (i) all individuals at the Site, whether working or visiting, (ii) the Work, including materials and equipment incorporated into the Work or stored on-Site or off-Site, and (iii) all other property at the Site or adjacent thereto. Design-Builder assumes responsibility for implementing and monitoring all safety precautions and programs related to the performance of the Work. Design-Builder shall, prior to commencing construction, designate a Safety Representative with the necessary qualifications and experience to supervise the implementation and monitoring of all safety precautions and programs related to the Work. Unless otherwise required by the Contract Documents, Design-Builder's Safety Representative shall be an individual stationed at the Site who may have responsibilities on the Project in addition to safety. The Safety Representative shall make routine daily inspections of the Site and shall hold weekly safety meetings with Design-Builder's personnel, Subcontractors and others as applicable.

**2.8.2** Design-Builder and Subcontractors shall comply with all Legal Requirements relating to safety, as well as any Owner-specific safety requirements set forth in the Contract Documents, provided that such Owner-specific requirements do not violate any applicable Legal Requirement. Design-Builder will immediately report in writing any safety-related injury, loss, damage or accident arising from the Work to Owner's Representative and, to the extent mandated by Legal Requirements, to all government or quasi-government authorities having jurisdiction over safety-related matters involving the Project or the Work.

**2.8.3** Design-Builder's responsibility for safety under this Section 2.8 is not intended in any way to relieve Subcontractors and Sub-Subcontractors of their own contractual and legal obligations and responsibility for (i) complying with all Legal Requirements, including those related to health and safety matters, and (ii) taking all necessary measures to implement and monitor all safety precautions and programs to guard against injuries, losses, damages or accidents resulting from their performance of the Work.

## **2.9 Design-Builder's Warranty.**

**2.9.1** Design-Builder warrants to Owner that the construction, including all materials and equipment furnished as part of the construction, shall be new unless otherwise specified in the Contract Documents, of good quality, in conformance with the Contract Documents and free of defects in materials and workmanship. Design-Builder's warranty obligation excludes defects caused by abuse, alterations, or failure to maintain the Work in a commercially reasonable manner. Nothing in this warranty is intended to limit any manufacturer's warranty which provides Owner with greater warranty rights than set forth in this Section 2.9 or the Contract Documents. Design-Builder will provide Owner with all manufacturers' warranties upon Substantial Completion.

**2.10 Correction of Defective Work.**

**2.10.1** Design-Builder agrees to correct any Work that is found to not be in conformance with the Contract Documents, including that part of the Work subject to Section 2.9 hereof, within a period of one year from the date of Substantial Completion of the Work or any portion of the Work, or within such longer period to the extent required by any specific warranty included in the Contract Documents.

**2.10.2** Design-Builder shall, within seven (7) days of receipt of written notice from Owner that the Work is not in conformance with the Contract Documents, take meaningful steps to commence correction of such nonconforming Work, including the correction, removal or replacement of the nonconforming Work and any damage caused to other parts of the Work affected by the nonconforming Work. If Design-Builder fails to commence the necessary steps within such seven (7) day period, Owner, in addition to any other remedies provided under the Contract Documents, may provide Design-Builder with written notice that Owner will commence correction of such nonconforming Work with its own forces. If Owner does perform such corrective Work, Design-Builder shall be responsible for all reasonable costs incurred by Owner in performing such correction. If the nonconforming Work creates an emergency requiring an immediate response, the seven (7) day period identified herein shall be deemed inapplicable.

**2.10.3** The one-year period referenced in Section 2.10.1 above applies only to Design-Builder's obligation to correct nonconforming Work and is not intended to constitute a period of limitations for any other rights or remedies Owner may have regarding Design-Builder's other obligations under the Contract Documents.

## **Article 3**

### **Owner's Services and Responsibilities**

**3.1 Duty to Cooperate.**

**3.1.1** Owner shall, throughout the performance of the Work, cooperate with Design-Builder and perform its responsibilities, obligations and services in a timely manner to facilitate Design-Builder's timely and efficient performance of the Work and so as not to delay or interfere with Design-Builder's performance of its obligations under the Contract Documents.

**3.1.2** Owner shall provide timely reviews and approvals of interim design submissions and Construction Documents consistent with the turnaround times set forth in Design-Builder's schedule.

**3.1.3** Owner shall give Design-Builder timely notice of any Work that Owner notices to be defective or not in compliance with the Contract Documents.

**3.2 Furnishing of Services and Information.**

**3.2.1** Unless expressly stated to the contrary in the Contract Documents, Owner shall provide,

at its own cost and expense, for Design-Builder's information and use the following, all of which Design-Builder is entitled to rely upon in performing the Work, to the extent the same are available:

**3.2.1.1** Surveys describing the property, boundaries, topography and reference points for use during construction, including existing service and utility lines;

**3.2.1.2** Geotechnical studies describing subsurface conditions, and other surveys describing other latent or concealed physical conditions at the Site, excluding, however, Design-Builder's subcontracted services to locate geothermal wells under the site as further contemplated by section 4.2.3 below, the expense of which is included in and shall be paid from the Contract Price;

**3.2.1.3** Temporary and permanent easements, zoning and other requirements and encumbrances affecting land use, or necessary to permit the proper design and construction of the Project and enable Design-Builder to perform the Work;

**3.2.1.4** A legal description of the Site;

**3.2.1.5** record drawings of any existing structures at the Site; and

**3.2.1.6** Environmental studies, reports and impact statements describing the environmental conditions, including Hazardous Conditions, in existence at the Site.

**3.2.2** Owner is responsible for securing and executing all necessary agreements with adjacent land or property owners that are necessary to enable Design-Builder to perform the Work. Owner is further responsible for all costs, including attorneys' fees, incurred in securing these necessary agreements.

### **3.3 Financial Information.**

**3.3.1** At Design-Builder's request, Owner shall promptly furnish reasonable evidence satisfactory to Design-Builder that Owner has adequate funds available and committed to fulfill all of Owner's contractual obligations under the Contract Documents. If Owner fails to furnish such financial information in a timely manner, Design-Builder may stop Work under Section 11.3 hereof or exercise any other right permitted under the Contract Documents.

**3.3.2** Design-Builder shall cooperate with the reasonable requirements of Owner's lenders or other financial sources. Notwithstanding the preceding sentence, after execution of the Agreement Design-Builder shall have no obligation to execute for Owner or Owner's lenders or other financial sources any documents or agreements that require Design-Builder to assume obligations or responsibilities greater than those existing obligations Design-Builder has under the Contract Documents.

### **3.4 Owner's Representative.**

**3.4.1** Owner's Representative shall be responsible for providing Owner-supplied information and approvals in a timely manner to permit Design-Builder to fulfill its obligations under the Contract Documents. Owner's Representative shall also provide Design-Builder with prompt notice if it observes any failure on the part of Design-Builder to fulfill its contractual obligations, including any errors, omissions or defects in the performance of the Work. Owner's Representative shall communicate regularly with Design-Builder and shall be vested with the authority to act on behalf of Owner.

### **3.5 Government Approvals and Permits.**

**3.5.1** Owner shall obtain and pay for all necessary permits, approvals, licenses, government

charges and inspection fees set forth in the Owner's Permit List attached as an exhibit to the Agreement.

**3.5.2** Owner shall provide reasonable assistance to Design-Builder in obtaining those permits, approvals and licenses that are Design-Builder's responsibility.

**3.6 Owner's Separate Contractors.**

**3.6.1** Owner is responsible for all work performed on the Project or at the Site by separate contractors under Owner's control. Owner shall contractually require its separate contractors to cooperate with, and coordinate their activities so as not to interfere with, Design-Builder in order to enable Design-Builder to timely complete the Work consistent with the Contract Documents.

## **Article 4**

### **Hazardous Conditions and Differing Site Conditions**

**4.1 Hazardous Conditions.**

**4.1.1** Unless otherwise expressly provided in the Contract Documents to be part of the Work, Design-Builder is not responsible for any Hazardous Conditions encountered at the Site. Upon encountering any Hazardous Conditions, Design-Builder will stop Work immediately in the affected area and duly notify Owner and, if required by Legal Requirements, all government or quasi-government entities with jurisdiction over the Project or Site.

**4.1.2** Upon receiving notice of the presence of suspected Hazardous Conditions, Owner shall take the necessary measures required to ensure that the Hazardous Conditions are remediated or rendered harmless. Such necessary measures shall include Owner retaining qualified independent experts to (i) ascertain whether Hazardous Conditions have actually been encountered, and, if they have been encountered, (ii) prescribe the remedial measures that Owner must take either to remove the Hazardous Conditions or render the Hazardous Conditions harmless.

**4.1.3** Design-Builder shall be obligated to resume Work at the affected area of the Project only after Owner's expert provides it with written certification that (i) the Hazardous Conditions have been removed or rendered harmless and (ii) all necessary approvals have been obtained from all government and quasi-government entities having jurisdiction over the Project or Site.

**4.1.4** Design-Builder will be entitled, in accordance with these General Conditions of Contract, to an adjustment in its Contract Price and/or Contract Time(s) to the extent Design-Builder's cost and/or time of performance have been adversely impacted by the presence of Hazardous Conditions.

**4.1.5** To the fullest extent permitted by law, Owner shall indemnify, defend and hold harmless Design-Builder, Design Consultants, Subcontractors, anyone employed directly or indirectly by any of them, and their officers, directors, employees and agents, from and against any and all claims, losses, damages, liabilities and expenses, including attorneys' fees and expenses, arising out of or resulting from the presence, removal or remediation of Hazardous Conditions at the Site. Provided, however, that nothing in the Contract Documents shall be interpreted as a waiver of Owner's governmental immunity or immunity under any other legal theory.

**4.1.6** Notwithstanding the preceding provisions of this Section 4.1, Owner is not responsible for Hazardous Conditions introduced to the Site by Design-Builder, Subcontractors or anyone for whose acts they may be liable. To the fullest extent permitted by law, Design-Builder shall indemnify, defend and hold harmless Owner and Owner's officers, directors, employees and agents

from and against all claims, losses, damages, liabilities and expenses, including attorneys' fees and expenses, arising out of or resulting from those Hazardous Conditions introduced to the Site by Design-Builder, Subcontractors or anyone for whose acts they may be liable.

#### **4.2 Differing Site Conditions.**

**4.2.1** Concealed or latent physical conditions or subsurface conditions at the Site that (i) materially differ from the conditions indicated in the Contract Documents or (ii) are of an unusual nature, differing materially from the conditions ordinarily encountered and generally recognized as inherent in the Work are collectively referred to herein as "Differing Site Conditions." If Design-Builder encounters a Differing Site Condition, Design-Builder will be entitled to an adjustment in the Contract Price and/or Contract Time(s) to the extent Design-Builder's cost and/or time of performance are adversely impacted by the Differing Site Condition.

**4.2.2** Upon encountering a Differing Site Condition, Design-Builder shall provide prompt written notice to Owner of such condition, which notice shall not be later than fourteen (14) days after such condition has been encountered. Design-Builder shall, to the extent reasonably possible, provide such notice before the Differing Site Condition has been substantially disturbed or altered.

- 4.1.1 4.2.3** Without limitation of the forgoing subsections and/or any other provisions in the Contract Documents, Design-Builder has been specifically informed of and cautioned about the presence of 258 geothermal wells under the surface of the baseball field, the locations and depths of the same, and has and/or shall undertake such investigations as Design-Builder has determined in its sole discretion are required with respect related to the geothermal wells to enable it to perform the Work without damaging the said wells. The Design-Builder agrees to retain such employees, consultants, subcontractors, or others as shall be necessary to perform repairs to any wells damaged as a result of the Work as quickly as possible, and to be solely financially responsible for all expenses relating to the same arising from performance of the Work.

## **Article 5**

### **Insurance and Bonds**

#### **5.1 Design-Builder's Insurance Requirements.**

**5.1.1** Design-Builder is responsible for procuring and maintaining the insurance for the coverage amounts all as set forth in the Insurance Exhibit to the Agreement. Coverage shall be secured from insurance companies authorized to do business in the state in which the Project is located, and with a minimum rating set forth in the Agreement.

**5.1.2** Design-Builder's insurance shall specifically delete any design-build or similar exclusions that could compromise coverages because of the design-build delivery of the Project.

**5.1.3** Prior to commencing any construction services hereunder, Design-Builder shall provide Owner with certificates evidencing that (i) all insurance obligations required by the Contract Documents are in full force and in effect and will remain in effect for the duration required by the Contract Documents and (ii) no insurance coverage will be canceled, renewal refused, or materially changed unless at least thirty (30) days prior written notice is given to Owner. If any of the foregoing insurance coverages are required to remain in force after final payment are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the Final Application for Payment. If any information concerning reduction of coverage is not furnished by the insurer, it shall be furnished by the Design-Builder with reasonable promptness according to the Design-Builder's information and belief.

**5.2 Owner's Liability Insurance.**

**5.2.1** Owner shall procure and maintain from insurance companies authorized to do business in the state in which the Project is located such liability insurance as set forth in the Insurance Exhibit to the Agreement to protect Owner from claims which may arise from the performance of Owner's obligations under the Contract Documents or Owner's conduct during the course of the Project. Provided, however, the Owner's participation in a non-insurance risk pool such as the North Carolina School Boards Trust shall satisfy this requirement.

**5.3 Bonds and Other Performance Security.**

**5.3.1** If Owner requires Design-Builder to obtain performance and labor and material payment bonds, or other forms of performance security, the amount, form and other conditions of such security shall be as set forth in the Agreement.

**5.3.2** All bonds furnished by Design-Builder shall be in a form satisfactory to Owner. The surety shall be a company qualified and registered to conduct business in the state in which the Project is located.

## **Article 6**

### **Payment**

**6.1 Schedule of Values.**

**6.1.1** Unless required by the Owner upon execution of this Agreement, within ten (10) days of execution of the Agreement, Design-Builder shall submit for Owner's review and approval a schedule of values for all of the Work. The Schedule of Values will (i) subdivide the Work into its respective parts, (ii) include values for all items comprising the Work and (iii) serve as the basis for monthly progress payments made to Design-Builder throughout the Work.

**6.1.2** The Owner will timely review and approve the schedule of values so as not to delay the submission of the Design-Builder's first application for payment. The Owner and Design-Builder shall timely resolve any differences so as not to delay the Design-Builder's submission of its first application for payment.

**6.2 Monthly Progress Payments.**

**6.2.1** On or before the date established in the Agreement, Design-Builder shall submit for Owner's review and approval its Application for Payment requesting payment for all Work performed as of the date of the Application for Payment. The Application for Payment shall be accompanied by all supporting documentation required by the Contract Documents and/or established at the meeting required by Section 2.1.4 hereof.

**6.2.2** The Application for Payment may request payment for equipment and materials not yet incorporated into the Project, provided that (i) Owner is satisfied that the equipment and materials are suitably stored at either the Site or another acceptable location, (ii) the equipment and materials are protected by suitable insurance and (iii) upon payment, Owner will receive the equipment and materials free and clear of all liens and encumbrances.

**6.2.3** All discounts offered by Subcontractor, Sub-Subcontractors and suppliers to Design-Builder for early payment shall accrue one hundred percent to Design-Builder to the extent Design-Builder advances payment. Unless Owner advances payment to Design-Builder specifically to receive the discount, Design-Builder may include in its Application for Payment the full undiscounted cost of the item for which payment is sought.

**6.2.4** The Application for Payment shall constitute Design-Builder's representation that the Work

described herein has been performed consistent with the Contract Documents, has progressed to the point indicated in the Application for Payment, and that title to all Work will pass to Owner free and clear of all claims, liens, encumbrances, and security interests upon the incorporation of the Work into the Project, or upon Design-Builder's receipt of payment, whichever occurs earlier.

**6.3 Withholding of Payments.**

**6.3.1** On or before the date established in the Agreement, Owner shall pay Design-Builder all amounts properly due. If Owner determines that Design-Builder is not entitled to all or part of an Application for Payment as a result of Design-Builder's failure to meet its obligations hereunder, it will notify Design-Builder in writing at least five (5) days prior to the date payment is due. The notice shall indicate the specific amounts Owner intends to withhold, the reasons and contractual basis for the withholding, and the specific measures Design-Builder must take to rectify Owner's concerns. Design-Builder and Owner will attempt to resolve Owner's concerns prior to the date payment is due. If the parties cannot resolve such concerns, Design-Builder may pursue its rights under the Contract Documents, including those under Article 10 hereof.

**6.3.2** Notwithstanding anything to the contrary in the Contract Documents, Owner shall pay Design-Builder all undisputed amounts in an Application for Payment within the times required by the Agreement.

**6.4 Right to Stop Work and Interest.**

**6.4.1** If Owner fails to pay timely Design-Builder any amount that becomes due, Design-Builder, in addition to all other remedies provided in the Contract Documents, may stop Work pursuant to Section 11.3 hereof. All payments due and unpaid shall bear interest at the rate set forth in the Agreement.

**6.5 Design-Builder's Payment Obligations.**

**6.5.1** Design-Builder will pay Design Consultants and Subcontractors, in accordance with its contractual obligations to such parties, all the amounts Design-Builder has received from Owner on account of their work. Design-Builder will impose similar requirements on Design Consultants and Subcontractors to pay those parties with whom they have contracted. Design-Builder will indemnify and defend Owner against any claims for payment and mechanic's liens as set forth in Section 7.3 hereof.

**6.6 Substantial Completion.**

**6.6.1** Design-Builder shall notify Owner when it believes the Work, or to the extent permitted in the Contract Documents, a portion of the Work, is Substantially Complete. Within five (5) days of Owner's receipt of Design-Builder's notice, Owner and Design-Builder will jointly inspect such Work to verify that it is Substantially Complete in accordance with the requirements of the Contract Documents. If such Work is Substantially Complete, Owner shall prepare and issue a Certificate of Substantial Completion that will set forth (i) the date of Substantial Completion of the Work or portion thereof, (ii) the remaining items of Work that have to be completed before final payment, (iii) provisions (to the extent not already provided in the Contract Documents) establishing Owner's and Design-Builder's responsibility for the Project's security, maintenance, utilities and insurance pending final payment, and (iv) an acknowledgment that warranties commence to run on the date of Substantial Completion, except as may otherwise be noted in the Certificate of Substantial Completion.

**6.6.2** Upon Substantial Completion of the entire Work or, if applicable, any portion of the Work, Owner shall release to Design-Builder all retained amounts relating, as applicable, to the entire Work or completed portion of the Work, less an amount equal to the reasonable value of all remaining or incomplete items of Work as noted in the Certificate of Substantial Completion.

**6.6.3** Owner, at its option, may use a portion of the Work which has been determined to be Substantially Complete, provided, however, that (i) a Certificate of Substantial Completion has been issued for the portion of Work addressing the items set forth in Section 6.6.1 above, (ii) Design-Builder and Owner have obtained the consent of their sureties and insurers, and to the extent applicable, the appropriate government authorities having jurisdiction over the Project, and (iii) Owner and Design-Builder agree that Owner's use or occupancy will not interfere with Design-Builder's completion of the remaining Work.

## **6.7 Final Payment.**

**6.7.1** After receipt of a Final Application for Payment from Design-Builder, Owner shall make final payment by the time required in the Agreement, provided that Design-Builder has achieved Final Completion.

**6.7.2** At the time of submission of its Final Application for Payment, Design-Builder shall provide the following information:

**6.7.2.1** An affidavit that there are no claims, obligations or liens outstanding or unsatisfied for labor, services, material, equipment, taxes or other items performed, furnished or incurred for or in connection with the Work which will in any way affect Owner's interests;

**6.7.2.2** A general release executed by Design-Builder waiving, upon receipt of final payment by Design-Builder, all claims, except those claims previously made in writing to Owner and remaining unsettled at the time of final payment;

**6.7.2.3** Consent of Design-Builder's surety, if any, to final payment;

**6.7.2.4** All operating manuals, warranties and other deliverables required by the Contract Documents; and

**6.7.2.5** Certificates of insurance confirming that required coverages will remain in effect consistent with the requirements of the Contract Documents.

**6.7.3** Upon making final payment, Owner waives all claims against Design-Builder except claims relating to (i) Design-Builder's failure to satisfy its payment obligations, if such failure affects Owner's interests, (ii) Design-Builder's failure to complete the Work consistent with the Contract Documents, including defects appearing after Substantial Completion and (iii) the terms of any special warranties required by the Contract Documents.

**6.7.4** Deficiencies in the Work discovered after Substantial Completion, whether or not such deficiencies would have been included on the Punch List if discovered earlier, shall be deemed warranty Work. Such deficiencies shall be corrected by Design-Builder under Sections 2.9 and 2.10 herein, and shall not be a reason to withhold final payment from Design-Builder, provided, however, that Owner shall be entitled to withhold from the Final Payment the reasonable value of completion of such deficient work until such work is completed.

## **Article 7**

### **Indemnification**

#### **7.1 Patent and Copyright Infringement.**

**7.1.1** To the extent allowed by law, Design-Builder shall defend any action or proceeding brought against Owner based on any claim that the Work, or any part thereof, or the operation or use of the

Work or any part thereof, constitutes infringement of any United States patent or copyright, now or hereafter issued. Owner shall give prompt written notice to Design-Builder of any such action or proceeding and will reasonably provide authority, information and assistance in the defense of same. Design-Builder shall indemnify and hold harmless Owner from and against all damages and costs, including but not limited to attorneys' fees and expenses awarded against Owner or Design-Builder in any such action or proceeding. Design-Builder agrees to keep Owner informed of all developments in the defense of such actions.

**7.1.2** If Owner is enjoined from the operation or use of the Work, or any part thereof, as the result of any patent or copyright suit, claim, or proceeding, Design-Builder shall at its sole expense take reasonable steps to procure the right to operate or use the Work. If Design-Builder cannot so procure such right within a reasonable time, Design-Builder shall promptly, at Design-Builder's option and at Design-Builder's expense, (i) modify the Work so as to avoid infringement of any such patent or copyright or (ii) replace said Work with Work that does not infringe or violate any such patent or copyright.

**7.1.3** Sections 7.1.1 and 7.1.2 above shall not be applicable to any suit, claim or proceeding based on infringement or violation of a patent or copyright (i) relating solely to a particular process or product of a particular manufacturer specified by Owner and not offered or recommended by Design-Builder to Owner or (ii) arising from modifications to the Work by Owner or its agents after acceptance of the Work. If the suit, claim or proceeding is based upon events set forth in the preceding sentence, Owner shall defend, indemnify and hold harmless Design-Builder to the same extent Design-Builder is obligated to defend, indemnify and hold harmless Owner in Section 7.1.1 above.

**7.1.4** The obligations set forth in this Section 7.1 shall constitute the sole agreement between the parties relating to liability for infringement or violation of any patent or copyright.

## **7.2 Tax Claim Indemnification.**

**7.2.1** If, in accordance with Owner's direction, an exemption for all or part of the Work is claimed for taxes, Owner shall indemnify, defend and hold harmless Design-Builder from and against any liability, penalty, interest, fine, tax assessment, attorneys' fees or other expenses or costs incurred by Design-Builder as a result of any action taken by Design-Builder in accordance with Owner's directive. Owner shall furnish Design-Builder with any applicable tax exemption certificates necessary to obtain such exemption, upon which Design-Builder may rely.

## **7.3 Payment Claim Indemnification.**

**7.3.1** Provided that Owner is not in breach of its contractual obligation to make payments to Design-Builder for the Work, to the extent allowed by law, Design-Builder shall indemnify, defend and hold harmless Owner from any claims or mechanic's liens brought against Owner or against the Project as a result of the failure of Design-Builder, or those for whose acts it is responsible, to pay for any services, materials, labor, equipment, taxes or other items or obligations furnished or incurred for or in connection with the Work. Within three (3) days of receiving written notice from Owner that such a claim or mechanic's lien has been filed, Design-Builder shall commence to take the steps necessary to discharge said claim or lien, including, if necessary, the furnishing of a mechanic's lien bond. If Design-Builder fails to do so, Owner will have the right to discharge the claim or lien and hold Design-Builder liable for costs and expenses incurred, including attorneys' fees.

## **7.4 Design-Builder's General Indemnification.**

**7.4.1** Design-Builder, to the fullest extent permitted by law, shall indemnify, hold harmless and defend Owner, its officers, directors, and employees from and against claims, losses, damages, liabilities, including attorneys' fees and expenses, for bodily injury, sickness or death, and property damage or destruction (other than to the Work itself) to the extent resulting from the negligent acts

or omissions of Design-Builder, Design Consultants, Subcontractors, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable.

**7.4.2** If an employee of Design-Builder, Design Consultants, Subcontractors, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable has a claim against Owner, its officers, directors, employees, or agents, Design-Builder's indemnity obligation set forth in Section 7.4.1 above shall not be limited by any limitation on the amount of damages, compensation or benefits payable by or for Design-Builder, Design Consultants, Subcontractors, or other entity under any employee benefit acts, including workers' compensation or disability acts.

**7.5 Owner's General Indemnification.**

**7.5.1** Owner, to the fullest extent permitted by law, shall indemnify, hold harmless and defend Design-Builder and any of Design-Builder's officers, directors, and employees, from and against claims, losses, damages, liabilities, including attorneys' fees and expenses, for bodily injury, sickness or death, and property damage or destruction (other than to the Work itself) to the extent resulting from the negligent acts or omissions of Owner's separate contractors or anyone for whose acts any of them may be liable. Provided, however, that nothing in this section or elsewhere in the Contract Documents shall be deemed to be a waiver of Owner's governmental immunity, sovereign immunity, public official immunity, or any other theory of immunity under applicable law.

## **Article 8**

### **Time**

**8.1 Obligation to Achieve the Contract Times.**

**8.1.1** Design-Builder agrees that it will commence performance of the Work and achieve the Contract Time(s) in accordance with Article 5 of the Agreement.

**8.2 Delays to the Work.**

**8.2.1** If Design-Builder is delayed in the performance of the Work due to acts, omissions, conditions, events, or circumstances beyond its control and due to no fault of its own or those for whom Design-Builder is responsible, the Contract Time(s) for performance shall be reasonably extended by Change Order. By way of example, events that will entitle Design-Builder to an extension of the Contract Time(s) include acts or omissions of Owner or anyone under Owner's control (including separate contractors), changes in the Work, Differing Site Conditions, Hazardous Conditions, and Force Majeure Events.

**8.2.2** In addition to Design-Builder's right to a time extension for those events set forth in Section 8.2.1 above, Design-Builder shall also be entitled to an appropriate adjustment of the Contract Price provided, however, that the Contract Price shall not be adjusted for Force Majeure Events unless otherwise provided in the Agreement.

## **Article 9**

### **Changes to the Contract Price and Time**

**9.1 Change Orders.**

**9.1.1** A Change Order is a written instrument issued after execution of the Agreement signed by

Owner and Design-Builder, stating their agreement upon all of the following:

**9.1.1.1** The scope of the change in the Work;

**9.1.1.2** The amount of the adjustment to the Contract Price; and

**9.1.1.3** The extent of the adjustment to the Contract Time(s).

**9.1.2** All changes in the Work authorized by applicable Change Order shall be performed under the applicable conditions of the Contract Documents. Owner and Design-Builder shall negotiate in good faith and as expeditiously as possible the appropriate adjustments for such changes.

**9.1.3** If Owner requests a proposal for a change in the Work from Design-Builder and subsequently elects not to proceed with the change, a Change Order shall be issued to reimburse Design-Builder for reasonable costs incurred for estimating services, design services and services involved in the preparation of proposed revisions to the Contract Documents.

**9.2 Work Change Directives.**

**9.2.1** A Work Change Directive is a written order prepared and signed by Owner directing a change in the Work prior to agreement on an adjustment in the Contract Price and/or the Contract Time(s).

**9.2.2** Owner and Design-Builder shall negotiate in good faith and as expeditiously as possible the appropriate adjustments for the Work Change Directive. Upon reaching an agreement, the parties shall prepare and execute an appropriate Change Order reflecting the terms of the agreement.

**9.3 Minor Changes in the Work.**

**9.3.1** Minor changes in the Work do not involve an adjustment in the Contract Price and/or Contract Time(s) and do not materially and adversely affect the Work, including the design, quality, performance and workmanship required by the Contract Documents. Design-Builder may make minor changes in the Work consistent with the intent of the Contract Documents, provided, however, that Design-Builder shall promptly inform Owner, in writing, of any such changes and record such changes on the documents maintained by Design-Builder.

**9.4 Contract Price Adjustments.**

**9.4.1** The increase or decrease in Contract Price resulting from a change in the Work shall be determined by one or more of the following methods:

**9.4.1.1** Unit prices set forth in the Agreement or as subsequently agreed to between the parties;

**9.4.1.2** A mutually accepted lump sum, properly itemized and supported by sufficient substantiating data to permit evaluation by Owner;

**9.4.1.3** Costs, fees and any other markups set forth in the Agreement; or

**9.4.1.4** If an increase or decrease cannot be agreed to as set forth in items 9.4.1.1 through 9.4.1.3 above and Owner issues a Work Change Directive, the cost of the change of the Work shall be determined by the reasonable expense and savings in the performance of the Work resulting from the change, including a reasonable overhead and profit, as may be set forth in the Agreement.

**9.4.2** If unit prices are set forth in the Contract Documents or are subsequently agreed to by the parties, but application of such unit prices will cause substantial inequity to Owner or Design-Builder because of differences in the character or quantity of such unit items as originally contemplated, such unit prices shall be equitably adjusted.

**9.4.3** If Owner and Design-Builder disagree upon whether Design-Builder is entitled to be paid for any services required by Owner, or if there are any other disagreements over the scope of Work or proposed changes to the Work, Owner and Design-Builder shall resolve the disagreement pursuant to Article 10 hereof. As part of the negotiation process, Design-Builder shall furnish Owner with a good faith estimate of the costs to perform the disputed services in accordance with Owner's interpretations. If the parties are unable to agree and Owner expects Design-Builder to perform the services in accordance with Owner's interpretations, Design-Builder shall proceed to perform the disputed services, conditioned upon Owner issuing a written order to Design-Builder (i) directing Design-Builder to proceed and (ii) specifying Owner's interpretation of the services that are to be performed. If this occurs, Design-Builder shall be entitled to submit in its Applications for Payment an amount equal to fifty percent (50%) of its reasonable estimated direct cost to perform the services, and Owner agrees to pay such amounts, with the express understanding that (i) such payment by Owner does not prejudice Owner's right to argue that it has no responsibility to pay for such services and (ii) receipt of such payment by Design-Builder does not prejudice Design-Builder's right to seek full payment of the disputed services if Owner's order is deemed to be a change to the Work.

## **9.5 Emergencies.**

**9.5.1** In any emergency affecting the safety of persons and/or property, Design-Builder shall act, at its discretion, to prevent threatened damage, injury or loss. Any change in the Contract Price and/or Contract Time(s) on account of emergency work shall be determined as provided in this Article 9.

# **Article 10**

## **Contract Adjustments and Disputes**

### **10.1 Requests for Contract Adjustments and Relief.**

**10.1.1** If either Design-Builder or Owner believes that it is entitled to relief against the other for any event arising out of or related to the Work or Project, such party shall provide written notice to the other party of the basis for its claim for relief. Such notice shall, if possible, be made prior to incurring any cost or expense and in accordance with any specific notice requirements contained in applicable sections of these General Conditions of Contract. In the absence of any specific notice requirement, written notice shall be given within a reasonable time, not to exceed twenty-one (21) days, after the occurrence giving rise to the claim for relief or after the claiming party reasonably should have recognized the event or condition giving rise to the request, whichever is later. Such notice shall include sufficient information to advise the other party of the circumstances giving rise to the claim for relief, the specific contractual adjustment or relief requested and the basis of such request.

### **10.2 Dispute Avoidance and Resolution.**

**10.2.1** The parties are fully committed to working with each other throughout the Project and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, Design-Builder and Owner each commit to resolving such disputes or disagreements in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the Work.

**10.2.2** Design-Builder and Owner will first attempt to resolve disputes or disagreements at the field level through discussions between Design-Builder's Representative and Owner's Representative which shall conclude within fourteen (14) days of the written notice provided for in Section 10.1.1 unless the Owner and Design-Builder mutually agree otherwise.

**10.2.3** If a dispute or disagreement cannot be resolved through Design-Builder's Representative and Owner's Representative, Design-Builder's Senior Representative and Owner's Senior Representative, upon the request of either party, shall meet as soon as conveniently possible, but in no case later than thirty (30) days after such a request is made, to attempt to resolve such dispute or disagreement. Five (5) days prior to any meetings between the Senior Representatives, the parties will exchange relevant information that will assist the parties in resolving their dispute or disagreement.

**10.2.4** If after meeting the Senior Representatives determine that the dispute or disagreement cannot be resolved on terms satisfactory to both parties, the parties shall submit within thirty (30) days of the conclusion of the meeting of Senior Representatives the dispute or disagreement to non-binding mediation. The mediation shall be conducted by a mutually agreeable impartial mediator, or if the parties cannot so agree, a mediator designated by the American Arbitration Association ("AAA") pursuant to its Construction Industry Mediation Rules. The mediation will be governed by and conducted pursuant to a mediation agreement negotiated by the parties or, if the parties cannot so agree, by procedures established by the mediator. Unless otherwise mutually agreed by the Owner and Design-Builder and consistent with the mediator's schedule, the mediation shall commence within ninety (90) days of the submission of the dispute to mediation.

**10.3 Jurisdiction and Venue.** After attempted mediation as described above, and/or as required by applicable law, the litigation of any disputes between the Owner and Design-Builder shall be heard in Superior Court in the county in which the Project is constructed. The parties specifically consent and submit to the jurisdiction of the said Superior Court.

**10.4 Duty to Continue Performance.** Unless provided to the contrary in the Contract Documents, Design-Builder shall continue to perform the Work and Owner shall continue to satisfy its payment obligations to Design-Builder, pending the final resolution of any dispute or disagreement between Design-Builder and Owner.

**10.5 CONSEQUENTIAL DAMAGES.**

**10.5.1** NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY (EXCEPT AS SET FORTH IN SECTION 10.5.2 BELOW), NEITHER DESIGN-BUILDER NOR OWNER SHALL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL LOSSES OR DAMAGES, WHETHER ARISING IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO LOSSES OF USE, PROFITS, BUSINESS, REPUTATION OR FINANCING.

**10.5.2** The consequential damages limitation set forth in Section 10.5.1 above is not intended to affect the payment of liquidated damages or lost early completion bonus, if any, set forth in Article 5 of the Agreement, which both parties recognize has been established, in part, to reimburse Owner or reward Design-Builder for some damages that might otherwise be deemed to be consequential.

## **Article 11**

### **Stop Work and Termination for Cause**

**11.1 Owner's Right to Stop Work.**

**11.1.1** Owner may, without cause and for its convenience, order Design-Builder in writing to stop and suspend the Work. Such suspension shall not exceed sixty (60) consecutive days or aggregate

more than ninety (90) days during the duration of the Project.

**11.1.2** Design-Builder is entitled to seek an adjustment of the Contract Price and/or Contract Time(s) if its cost or time to perform the Work has been adversely impacted by any suspension of stoppage of the Work by Owner.

## **11.2 Owner's Right to Perform and Terminate for Cause.**

**11.2.1** If Design-Builder persistently fails to (i) provide a sufficient number of skilled workers, (ii) supply the materials required by the Contract Documents, (iii) comply with applicable Legal Requirements, (iv) timely pay, without cause, Design Consultants or Subcontractors, (v) prosecute the Work with promptness and diligence to ensure that the Work is completed by the Contract Time(s), as such times may be adjusted, or (vi) perform material obligations under the Contract Documents, then Owner, in addition to any other rights and remedies provided in the Contract Documents or by law, shall have the rights set forth in Sections 11.2.2 and 11.2.3 below.

**11.2.2** Upon the occurrence of an event set forth in Section 11.2.1 above, Owner may provide written notice to Design-Builder that it intends to terminate the Agreement unless the problem cited is cured, or commenced to be cured, within seven (7) days of Design-Builder's receipt of such notice. If Design-Builder fails to cure, or reasonably commence to cure, such problem, then Owner may give a second written notice to Design-Builder of its intent to terminate within an additional seven (7) day period. If Design-Builder, within such second seven (7) day period, fails to cure, or reasonably commence to cure, such problem, then Owner may declare the Agreement terminated for default by providing written notice to Design-Builder of such declaration.

**11.2.3** Upon declaring the Agreement terminated pursuant to Section 11.2.2 above, Owner may enter upon the premises and take possession, for the purpose of completing the Work, of all materials, equipment, scaffolds, tools, appliances and other items thereon, which have been purchased or provided for the performance of the Work, all of which Design-Builder hereby transfers, assigns and sets over to Owner for such purpose, and to employ any person or persons to complete the Work and provide all of the required labor, services, materials, equipment and other items. In the event of such termination, Design-Builder shall not be entitled to receive any further payments under the Contract Documents until the Work shall be finally completed in accordance with the Contract Documents. At such time, if the unpaid balance of the Contract Price exceeds the cost and expense incurred by Owner in completing the Work, such excess shall be paid by Owner to Design-Builder. Notwithstanding the preceding sentence, if the Agreement establishes a Guaranteed Maximum Price, Design-Builder will only be entitled to be paid for Work performed prior to its default. If Owner's cost and expense of completing the Work exceeds the unpaid balance of the Contract Price, then Design-Builder shall be obligated to pay the difference to Owner. Such costs and expense shall include not only the cost of completing the Work, but also losses, damages, costs and expense, including attorneys' fees and expenses, incurred by Owner in connection with the procurement and defense of claims arising from Design-Builder's default, subject to the waiver of consequential damages set forth in Section 10.5 hereof.

**11.2.4** If Owner improperly terminates the Agreement for cause, the termination for cause will be converted to a termination for convenience in accordance with the provisions of Article 8 of the Agreement.

## **11.3 Design-Builder's Right to Stop Work.**

**11.3.1** Design-Builder may, in addition to any other rights afforded under the Contract Documents or at law, stop the Work for the following reasons:

**11.3.1.1** Owner's failure to provide financial assurances as required under Section 3.3 hereof; or

**11.3.1.2** Owner's failure to pay amounts properly due under Design-Builder's

**Application for Payment.**

**11.3.2** Should any of the events set forth in Section 11.3.1 above occur, Design-Builder has the right to provide Owner with written notice that Design-Builder will stop the Work unless said event is cured within seven (7) days from Owner's receipt of Design-Builder's notice. If Owner does not cure the problem within such seven (7) day period, Design-Builder may stop the Work. In such case, Design-Builder shall be entitled to make a claim for adjustment to the Contract Price and Contract Time(s) to the extent it has been adversely impacted by such stoppage.

**11.4 Design-Builder's Right to Terminate for Cause.**

**11.4.1** Design-Builder, in addition to any other rights and remedies provided in the Contract Documents or by law, may terminate the Agreement for cause for the following reasons:

**11.4.1.1** The Work has been stopped for sixty (60) consecutive days, or more than ninety (90) days during the duration of the Project, because of court order, any government authority having jurisdiction over the Work, or orders by Owner under Section 11.1.1 hereof, provided that such stoppages are not due to the acts or omissions of Design-Builder or anyone for whose acts Design-Builder may be responsible.

**11.4.1.2** Owner's failure to provide Design-Builder with any information, permits or approvals that are Owner's responsibility under the Contract Documents which result in the Work being stopped for sixty (60) consecutive days, or more than ninety (90) days during the duration of the Project, even though Owner has not ordered Design-Builder in writing to stop and suspend the Work pursuant to Section 11.1.1 hereof.

**11.4.1.3** Owner's failure to cure the problems set forth in Section 11.3.1 above after Design-Builder has stopped the Work.

**11.4.2** Upon the occurrence of an event set forth in Section 11.4.1 above, Design-Builder may provide written notice to Owner that it intends to terminate the Agreement unless the problem cited is cured, or commenced to be cured, within seven (7) days of Owner's receipt of such notice. If Owner fails to cure, or reasonably commence to cure, such problem, then Design-Builder may give a second written notice to Owner of its intent to terminate within an additional seven (7) day period. If Owner, within such second seven (7) day period, fails to cure, or reasonably commence to cure, such problem, then Design-Builder may declare the Agreement terminated for default by providing written notice to Owner of such declaration. In such case, Design-Builder shall be entitled to recover in the same manner as if Owner had terminated the Agreement for its convenience under Article 8 of the Agreement.

**11.5 Bankruptcy of Owner or Design-Builder.**

**11.5.1** If either Owner or Design-Builder institutes or has instituted against it a case under the United States Bankruptcy Code (such party being referred to as the "Bankrupt Party"), such event may impair or frustrate the Bankrupt Party's ability to perform its obligations under the Contract Documents. Accordingly, should such event occur:

**11.5.1.1** The Bankrupt Party, its trustee or other successor, shall furnish, upon request of the non-Bankrupt Party, adequate assurance of the ability of the Bankrupt Party to perform all future material obligations under the Contract Documents, which assurances shall be provided within ten (10) days after receiving notice of the request; and

**11.5.1.2** The Bankrupt Party shall file an appropriate action within the bankruptcy court to seek assumption or rejection of the Agreement within sixty (60) days of the institution of the bankruptcy filing and shall diligently prosecute such action.

If the Bankrupt Party fails to comply with its foregoing obligations, the non-Bankrupt Party shall be

entitled to request the bankruptcy court to reject the Agreement, declare the Agreement terminated and pursue any other recourse available to the non-Bankrupt Party under this Article 11.

**11.5.2** The rights and remedies under Section 11.5.1 above shall not be deemed to limit the ability of the non-Bankrupt Party to seek any other rights and remedies provided by the Contract Documents or by law, including its ability to seek relief from any automatic stays under the United States Bankruptcy Code or the right of Design-Builder to stop Work under any applicable provision of these General Conditions of Contract.

## **Article 12**

### **Electronic Data**

#### **12.1 Electronic Data.**

**12.1.1** The parties recognize that Contract Documents, including drawings, specifications and three-dimensional modeling (such as Building Information Models) and other Work Product may be transmitted among Owner, Design-Builder and others in electronic media as an alternative to paper hard copies (collectively "Electronic Data").

#### **12.2 Transmission of Electronic Data.**

**12.2.1** Owner and Design-Builder shall agree upon the software and the format for the transmission of Electronic Data. Each party shall be responsible for securing the legal rights to access the agreed-upon format, including, if necessary, obtaining appropriately licensed copies of the applicable software or electronic program to display, interpret and/or generate the Electronic Data.

**12.2.2** Neither party makes any representations or warranties to the other with respect to the functionality of the software or computer program associated with the electronic transmission of Work Product. Unless specifically set forth in the Agreement, ownership of the Electronic Data does not include ownership of the software or computer program with which it is associated, transmitted, generated or interpreted.

**12.2.3** By transmitting Work Product in electronic form, the transmitting party does not transfer or assign its rights in the Work Product. The rights in the Electronic Data shall be as set forth in Article 4 of the Agreement. Under no circumstances shall the transfer of ownership of Electronic Data be deemed to be a sale by the transmitting party of tangible goods.

#### **12.3 Electronic Data Protocol.**

**12.3.1** The parties acknowledge that Electronic Data may be altered or corrupted, intentionally or otherwise, due to occurrences beyond their reasonable control or knowledge, including but not limited to compatibility issues with user software, manipulation by the recipient, errors in transcription or transmission, machine error, environmental factors, and operator error. Consequently, the parties understand that there is some level of increased risk in the use of Electronic Data for the communication of design and construction information and, in consideration of this, agree, and shall require their independent contractors, Subcontractors and Design Consultants to agree, to the following protocols, terms and conditions set forth in this Section 12.3.

**12.3.2** Electronic Data will be transmitted in the format agreed upon in Section 12.2.1 above, including file conventions and document properties, unless prior arrangements are made in advance in writing.

**12.3.3** The Electronic Data represents the information at a particular point in time and is subject to change. Therefore, the parties shall agree upon protocols for notification by the author to the

recipient of any changes which may thereafter be made to the Electronic Data, which protocol shall also address the duty, if any, to update such information, data or other information contained in the electronic media if such information changes prior to Final Completion of the Project.

**12.3.4** The transmitting party specifically disclaims all warranties, expressed or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose, with respect to the media transmitting the Electronic Data. However, transmission of the Electronic Data via electronic means shall not invalidate or negate any duties pursuant to the applicable standard of care with respect to the creation of the Electronic Data, unless such data is materially changed or altered after it is transmitted to the receiving party, and the transmitting party did not participate in such change or alteration.

## **Article 13**

### **Miscellaneous**

#### **13.1 Confidential Information.**

**13.1.1** Confidential Information is defined as information which is determined by the transmitting party to be of a confidential or proprietary nature and: (i) the transmitting party identifies as either confidential or proprietary; (ii) the transmitting party takes steps to maintain the confidential or proprietary nature of the information; and (iii) the document is not otherwise available in or considered to be in the public domain. The receiving party agrees to maintain the confidentiality of the Confidential Information and agrees to use the Confidential Information solely in connection with the Project.

#### **13.2 Assignment.**

**13.2.1** Neither Design-Builder nor Owner shall, without the written consent of the other assign, transfer or sublet any portion or part of the Work or the obligations required by the Contract Documents.

#### **13.3 Successorship.**

**13.3.1** Design-Builder and Owner intend that the provisions of the Contract Documents are binding upon the parties, their employees, agents, heirs, successors and assigns.

#### **13.4 Governing Law.**

**13.4.1** The Agreement and all Contract Documents shall be governed by the laws of the place of the Project, without giving effect to its conflict of law principles.

#### **13.5 Severability.**

**13.5.1** If any provision or any part of a provision of the Contract Documents shall be finally determined to be superseded, invalid, illegal, or otherwise unenforceable pursuant to any applicable Legal Requirements, such determination shall not impair or otherwise affect the validity, legality, or enforceability of the remaining provision or parts of the provision of the Contract Documents, which shall remain in full force and effect as if the unenforceable provision or part were deleted.

#### **13.6 No Waiver.**

**13.6.1** The failure of either Design-Builder or Owner to insist, in any one or more instances, on

the performance of any of the obligations required by the other under the Contract Documents shall not be construed as a waiver or relinquishment of such obligation or right with respect to future performance.

**13.7 Headings.**

**13.7.1** The headings used in these General Conditions of Contract, or any other Contract Document, are for ease of reference only and shall not in any way be construed to limit or alter the meaning of any provision.

**13.8 Notice.**

**13.8.1** Whenever the Contract Documents require that notice be provided to the other party, notice will be deemed to have been validly given (i) if delivered in person to the individual intended to receive such notice, (ii) four (4) days after being sent by registered or certified mail, postage prepaid to the address indicated in the Agreement, or (iii) if transmitted by facsimile, by the time stated in a machine generated confirmation that notice was received at the facsimile number of the intended recipient.

**13.9 Amendments.**

**13.9.1** The Contract Documents may not be changed, altered, or amended in any way except in writing signed by a duly authorized representative of each party.

**EXHIBITS TO STANDARD FORM OF AGREEMENT  
BETWEEN OWNER AND DESIGN-BUILDER**

|           |                                                                          |
|-----------|--------------------------------------------------------------------------|
| EXHIBIT A | OWNER'S PROJECT CRITERIA                                                 |
| EXHIBIT B | ALLOWANCES EXHIBIT                                                       |
| EXHIBIT C | UNIT PRICES EXHIBIT                                                      |
| EXHIBIT D | INSURANCE EXHIBIT                                                        |
| EXHIBIT E | BOND EXHIBIT                                                             |
| EXHIBIT F | AUTHORITY OF OWNER'S SENIOR REPRESENTATIVE AND OWNER'S<br>REPRESENTATIVE |

## **EXHIBIT A**

### **OWNER'S PROJECT CRITERIA**

**Project Description:** Design, permitting, and construction activities necessary to convert the Watauga High School (WHS) baseball field to artificial turf and adapt the surface to accommodate the WHS flag football program.

Design, permitting and construction services for infill, levelling of the field surface and placement of artificial turf on the field. The project will need to meet ADA accessibility requirements and require review of, and potential revision to, the current storm water management systems.

The following may be considered a minimal list of project requirements, and shall not be considered all-inclusive:

**Properly Evaluate Project Areas:**

- Perform site visits, as well as survey and subsurface soils/geotechnical evaluations to ensure proper design.
- Review existing conditions, site topography and drainage patterns.
- Understand current and proposed uses.
- Evaluate existing storm water management permits, control measures, and conveyance systems.
- Determine soil types and seasonal high-water table elevations.
- Consider seasonal climate variations, inclusive of storm events.
- Providing sufficient fencing to maintain security.

**Utilize Effective Design and Construction Methods:**

- Use highly qualified design professionals, licensed for practice in North Carolina and eligible to work for NC State Agencies.
- Meet with Owner on a regular basis to review design opportunities and constraints.
- Conduct any necessary code and zoning research on safety, function, transportation and accessibility.
- Identify regulatory agencies and permits required for the project.
- Assess programming and overall facility use needs as may be applicable.
- Review artificial turf specifications and use methods to allow staff to make a proper material selection based on programming, cost, and maintainability.
- Design base that meets all critical elements for long term surface stability and effective drainage.
- Confirm structural foundation for goal posts and other vertical elements.
- Ensure proper materials selection and workmanship by highly skilled professionals.
- Implement compaction and other measures to avoid fill settlement.
- Effective utilization of time and resources to meet budget and schedule constraints.
- Certify construction standards and warranty workmanship.
- Power on side lines and to game clocks.

The Design-Builder's submitted Scope of Work is attached and incorporated into this Exhibit A.

**EXHIBIT B**  
**ALLOWANCES EXHIBIT**

None

**EXHIBIT C**  
**UNIT PRICES EXHIBIT**

**There are no unit prices.**

## EXHIBIT D

### INSURANCE EXHIBIT

#### Section 1 – Insurance Requirements

§ 1.1 Prior to beginning any of the Work for the Project, the Design-Builder shall purchase and maintain insurance of the types, with the policy limits and with the endorsements, terms, and conditions described in this Article 10 of the Agreement, Article 5 of the General Conditions of the Agreement, item 17 of the Supplementary General Conditions of the Agreement, and this Exhibit D.

§ 1.2 The Design Builder shall require that all Design Consultants and Sub-Design Consultants purchase and maintain the insurance required by Section 3 prior to the beginning of any Work for the Project by Design Consultants and Sub-Design Consultants.

§ 1.3 The required insurance shall be maintained without interruption during performance of the Work and for the one-year period of correction prescribed by Article § 2.10 of the General Conditions of the Agreement and item 12 of the Supplementary General Conditions of the Agreement.

§ 1.4 All required insurance shall be written on either [i] an occurrence basis, or [ii] a claims made basis with an extended reporting period of six (6) years from the later of the last act or omission of the person or entity giving rise to the claim or substantial completion.

§ 1.5 All insurance required of the Design-Builder, except workers compensation insurance, shall name the Owner as an additional insured. All insurance required of Design Consultants and Sub-Design Consultants, except for workers compensation insurance, shall name the Design-Builder and the Owner as additional insureds.

#### Section 2 – Insurance Types and Limits

§ 2.1 The types of insurance, minimum policy limits, and maximum deductibles are as follows:

| <b>Type of Insurance</b>                  | <b>Minimum Policy Limits</b> | <b>General Aggregate</b> |
|-------------------------------------------|------------------------------|--------------------------|
| Workers Compensation/Employer's Liability | NC Statutory                 | NC Statutory             |
| Commercial General Liability              | \$1,000,000                  | \$2,000,000              |
| Commercial Automobile Liability           | \$1,000,000                  | \$1,000,000              |
| Builder's Risk                            | \$1,000,000                  | \$1,000,000              |
| Professional Errors and Omissions         | \$1,000,000                  | \$1,000,000              |
| Umbrella Excess Liability                 | \$3,000,000                  |                          |

#### Section 3 – Design Consultant Insurance

§ 3.1 The professional errors and omissions insurance required by § 2.1 shall be provided by all Design Consultants and Sub-Design Consultants retained by Design Consultants.

§ 3.2 All Design Consultants and Sub-Design Consultants shall also provide and maintain workers compensation, commercial general liability, commercial automobile liability, and umbrella excess liability insurance.

#### Section 4 – Evidence of Insurance Coverage and Notice of Cancellation

§ 4.1 Evidence of required insurance shall be provided to the Owner using ACORD Form 25 Certificate of Liability Insurance. All renewals of coverage periods and replacement policies shall be provided to the Owner on ACORD Form 25 prior to insurance policy

expiration dates so that the Owner is in possession of evidence of required insurance from prior to the beginning of Work for the Project to the end of the one-year period for correction.

- § 4.2 In addition to the evidence of insurance required by § 4.1, the Owner may require by written request that the Design-Builder provide copies of all required policies of insurance to it.
- § 4.3 Evidence of required insurance shall contain a representation by the authorized representative of the insurance companies providing the required insurance coverage that written notice of cancellation of any policy will be given to the Owner prior to any date of cancellation.

## **EXHIBIT E**

### **BOND EXHIBIT**

#### **Section 1** – Performance and Payment Bonds Required

§ 1.1 The Design Builder shall furnish the Owner with separate bonds in the amount of 100% of the Contract Price covering the faithful performance of the Agreement and payment of all of the Design-Builder's obligations thereunder.

§ 1.2 The cost of the performance bond and the payment bond shall be included in the Contract Price.

§ 1.3 The performance bond and the payment bonds shall be executed by the Design-Builder and a surety company licensed to do business in the State of North Carolina and have the surety's corporate seal affixed. A North Carolina licensed resident agent of the surety shall either sign or countersign the bonds if they are executed by an attorney in fact. The provisions of North Carolina General Statutes Chapter 44A, Article 3 shall be complied with in the furnishing of the required bonds.

§ 1.4 The required bonds and the Agreement executed by the Design-Builder shall be delivered to the Owner within 10 days after award of the contract to the Design-Builder.

#### **Section 2** – Form of Bonds

§ 2.1 The performance bond and the payment bond must be submitted on the forms attached to and incorporated in this EXHIBIT E.

|                         |
|-------------------------|
| <b>PERFORMANCE BOND</b> |
|-------------------------|

Date of Execution of this Bond \_\_\_\_\_

Name and Address of  
Principal (Contractor) \_\_\_\_\_  
\_\_\_\_\_

Name and Address  
of Surety \_\_\_\_\_  
\_\_\_\_\_

Name and Address of  
Contracting Body \_\_\_\_\_  
\_\_\_\_\_

Amount of Bond \_\_\_\_\_

Contract That certain contract by and between the Principal and the Contracting  
Body above named dated \_\_\_\_\_ for the project entitled

KNOW ALL MEN BY THESE PRESENTS, that we, the PRINCIPAL and SURETY above named, are held and firmly bound unto the above-named Contracting Body, hereinafter called the Contracting Body, in the penal sum of the amount stated above for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal entered into a certain contract with the Contracting Body, identified as shown above and hereto attached;

NOW THEREFORE, if the Principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term of said contract and any extensions thereof that may be granted by the Contracting Body, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of the contract that may hereafter be made, notice of which modifications to the Surety being hereby waived, then, this obligation to be void; otherwise, to remain in full force and virtue.

**PERFORMANCE BOND: (Continued)**

THIS PERFORMANCE BOND is made and given pursuant to the requirements and provisions of Section 129 of Chapter 143 of the General Statutes of North Carolina and pursuant to Article 3 of Chapter 44-A of the General Statutes of North Carolina, and each and every provision set forth and contained in Section 129 of Chapter 143 and in Article 3 of Chapter 44-A of the General Statutes of North Carolina is incorporated herein, made a part hereof, and deemed to be conclusively written into this Bond.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals as of the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned and representative, pursuant to authority of its governing body.

WITNESS:

\_\_\_\_\_  
(Proprietorship or Partnership)

\_\_\_\_\_  
Principal (Name of individual, individual and  
trade name, partnership, corporation, or joint  
venture)

BY \_\_\_\_\_ (SEAL)

TITLE \_\_\_\_\_  
(Owner, Partner, Office held in  
corporation, joint venture)

ATTEST: (Corporation)

**(Corporate Seal of Principal)**

BY \_\_\_\_\_

TITLE \_\_\_\_\_  
(Corporation Secretary or  
Assistant Secretary Only)

WITNESS:

\_\_\_\_\_  
Surety (Name of Surety Company)

BY \_\_\_\_\_

TITLE \_\_\_\_\_ Attorney in Fact

**(Corporate Seal of Surety)**

COUNTERSIGNED:

\_\_\_\_\_  
(Address of Attorney in Fact)

\_\_\_\_\_  
N.C. Licensed Resident Agent

**PAYMENT BOND**

Date of Execution of this Bond \_\_\_\_\_

Name and Address of  
Principal (Contractor) \_\_\_\_\_  
\_\_\_\_\_

Name and Address  
of Surety \_\_\_\_\_  
\_\_\_\_\_

Name and Address of  
Contracting Body \_\_\_\_\_  
\_\_\_\_\_

Amount of Bond \_\_\_\_\_

Contract                      That certain contract by and between the Principal and the Contracting  
Body above named dated \_\_\_\_\_ for the project entitled  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, that we, the PRINCIPAL and SURETY above named, are held and firmly bound unto the above-named Contracting Body, hereinafter called the Contracting Body, in the penal sum of the amount stated above for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal entered into a certain contract with the Contracting Body, identified and shown above and hereto attached;

NOW THEREFORE, if the Principal shall promptly make payment to all persons supplying labor and material in the prosecution of the work provided for in said contract, and any and all duly authorized modifications and extensions of time of said contract may be hereafter be made, notice of which modification and extension of item to the Surety being hereby waived, then, this obligation to be void; otherwise, to remain in full force and virtue.

THIS PAYMENT BOND is made and given pursuant to the requirements and provisions of Section 129 of Chapter 143 of the General Statutes of North Carolina and pursuant to Article 3 of Chapter 44-A of the General Statutes of North Carolina, and each and every provision set forth and contained in Section 129 of Chapter 143 and in Article 3 of Chapter 44-A of the General Statutes of North Carolina is incorporated herein, made a part hereof, and deemed to be conclusively written into this Bond.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals of the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

WITNESS:

\_\_\_\_\_  
(Proprietorship or Partnership)

\_\_\_\_\_  
Principal (Name of Individual, individual and trade name,  
partnership, corporation, or joint venture)

By: \_\_\_\_\_(SEAL)

ATTEST: (Corporation)

Title: \_\_\_\_\_  
(Owner, partner, office held in corporation,  
joint venture)

By: \_\_\_\_\_(SEAL)

Title: \_\_\_\_\_  
(Corporation Secretary or  
Assistant Secretary Only)

**(Corporate Seal of Principal)**

\_\_\_\_\_  
Surety ( Name of Surety Company)

WITNESS:

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

Title: \_\_\_\_\_ Attorney in Fact

**(Corporate Seal of Surety)**

COUNTERSIGNED:

\_\_\_\_\_  
(Address of Attorney in Fact)

\_\_\_\_\_  
N.C. Licensed Resident Agent

## **EXHIBIT F**

### **AUTHORITY OF OWNER'S SENIOR REPRESENTATIVE AND OWNER'S REPRESENTATIVE**

#### **Section 1 – Chain of Authority**

§ 1.1 The Owner is Watauga County Board of Education which is a body corporate of the State of North Carolina governed by the elected members of the board who act in open public meetings.

§ 1.2 The chief administrative officer of the Owner is the Superintendent of Schools elected by the Board of Education and who is named as the Owner's Senior Representative in the Agreement.

§ 1.3 The Owner's Representative named in the Agreement is an employee of the Owner designated to act in the administration of the Project on a day-to-day basis and who reports to the Owner's Senior Representative.

#### **Section 2 – Scope of Authority**

§ 2.1 With reference to § 13.9 of Article 13 of the General Conditions, the Contract Documents may not be changed, altered, or amended in any way unless duly authorized by the board of the Owner. Changes in the Contract Time and Contract Price, Change Orders, and Basis of Design Documents must be approved by the board of the Owner. Contract Adjustments and final decisions on disputes, disagreements, and claims pursuant to Article 10 of the General Conditions and the Supplementary General Conditions must be approved by the board of the Owner.

§ 2.2 The Owner's Senior Representative shall perform the Owner's responsibilities in the site selection process, development of the Owner's Project Criteria, and the Design Development stage of the Work, except that final site selection and final Construction Documents shall be approved by the board of the Owner.

§ 2.3 The Owner's Representative shall serve as the initial point of contact for the Design-Builder and Design Consultants and Sub-Design Consultants in the execution of the Project. The Owner's Representative shall work in conjunction with the Owner's Senior Representative in the performance of the Senior Representative's duties, the Owner's § 3.1, § 3.2, and § 3.5 responsibilities under the General Conditions and Supplementary General Conditions, and the general reviews, approvals, inspections, meetings, communications, and other day-to-day Owner activities in the execution of the project.

---

# **STANDARD FORM OF AGREEMENT BETWEEN OWNER AND DESIGN- BUILDER - LUMP SUM**

**WATAUGA COUNTY BOARD OF EDUCATION**

*Watauga High School  
Baseball Field/Flag Football Field*

**Document No. 525**

Second Edition, 2010

© Design-Build Institute of America

Washington, DC

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# Standard Form of Agreement Between Owner and Design-Builder - Lump Sum

*This document has important legal consequences. Consultation with  
an attorney is recommended with respect to its completion or modification.*

---

This **AGREEMENT** is made as of the 27th day of August 2026 by and between the following parties  
for services in connection with the Project identified below.

## **OWNER:**

Watauga County Board of Education  
175 Pioneer Trail  
Boone, NC 28607

## **DESIGN-BUILDER:**

*(Name and address)*

GeoSurfaces Southeast, Inc.  
150 River Park Road  
 Mooresville, NC 28117

## **PROJECT:**

*(Include Project name and location as it will appear in the Contract Documents)*

Project name: Watauga High School, Baseball Field/Flag Football Field

Project location: Watauga High School, 300 Go Pioneers Drive, Boone, NC 28607

In consideration of the mutual covenants and obligations contained herein, Owner and Design-Builder  
agree as set forth herein.

## **Article 1**

### **Scope of Work**

1.1 Design-Builder shall perform all design and construction services, and provide all material, equipment, tools and labor, necessary to complete the Work described in and reasonably inferable from the Contract Documents.

## **Article 2**

### **Contract Documents**

2.1 The Contract Documents are comprised of the following:

2.1.1 All written modifications, amendments, minor changes and Change Orders to this Agreement issued in accordance with DBIA Document No. 535, *Standard Form of General Conditions of Contract Between Owner and Design-Builder* (2010 Edition) ("General Conditions of Contract");

2.1.2 The Basis of Design Documents, including the Owner's Project Criteria, Design-Builder's Proposal and the Deviation List, if any, contained in the Design-Builder's Proposal, which shall specifically identify any and all deviations from Owner's Project Criteria;

2.1.3 This Agreement, including all exhibits and attachments, executed by Owner and Design-Builder (List for example, performance standard requirements, performance incentive requirements, markup exhibits, allowances, or unit prices);

2.1.4 The General Conditions of Contract, including the exhibits;

2.1.5 Construction Documents prepared and approved in accordance with Section 2.4 of the General Conditions of Contract; and

2.1.6 The Owner's Request for Qualifications for Design-Builders (RFQ) and the Proposal submitted by the Design-Builder in response to the RFQ; and

2.1.7 The budget proposal from the Design-Builder, dated August 27, 2026 (Quote 2410-012 R2.1).

## **Article 3**

### **Interpretation and Intent**

3.1 Design-Builder and Owner, prior to execution of the Agreement, shall carefully review all the Contract Documents, including the various documents comprising the Basis of Design Documents, for any conflicts or ambiguities. Design-Builder and Owner will discuss and resolve any identified conflicts or ambiguities prior to execution of the Agreement.

3.2 The Contract Documents are intended to permit the parties to complete the Work and all obligations required by the Contract Documents within the Contract Time(s) for the Contract Price. The Contract Documents are intended to be complementary and interpreted in harmony so as to avoid conflict, with words and phrases interpreted in a manner consistent with construction and design industry standards. In the event inconsistencies, conflicts, or ambiguities between or among the Contract Documents are discovered after execution of the Agreement, Design-Builder and Owner shall attempt to resolve any ambiguity, conflict or inconsistency informally, recognizing that the Contract Documents shall take

precedence in the order in which they are listed in Section 2.1 hereof. Conflicts existing within Section 2.1.2 shall be resolved by giving precedence first to the Deviation List, if any, then the Owner's Project Criteria, and then the Design-Builder's Proposal.

**3.3** Terms, words and phrases used in the Contract Documents, including this Agreement, shall have the meanings given them in the General Conditions of Contract and in the Supplementary General Conditions.

**3.4** If Owner's Project Criteria contain design specifications: (a) Design-Builder shall be entitled to reasonably rely on the accuracy of the information represented in such design specifications and their compatibility with other information set forth in Owner's Project Criteria, including any performance specifications; and (b) Design-Builder shall be entitled to an adjustment in the Contract Price and/or Contract Time(s) to the extent Design-Builder's cost and/or time of performance have been adversely impacted by such inaccurate design specification.

**3.5** The Contract Documents form the entire agreement between Owner and Design-Builder and by incorporation herein are as fully binding on the parties as if repeated herein. No oral representations or other agreements have been made by the parties except as specifically stated in the Contract Documents.

## **Article 4**

### **Ownership of Work Product**

**4.1 Work Product.** All drawings, specifications and other documents and electronic data, including such documents identified in the General Conditions of Contract, furnished by Design-Builder to Owner under this Agreement ("Work Product") are deemed to be instruments of service which become the property of the Owner. The Design-Builder shall have no ownership and property interests (including, but not limited to, intellectual property interests, copyrights, and patents).

**4.2 Use of Work Product on other Projects.** The Design-Builder shall have no liability for use of the Work product on other projects by the Owner or others and any such use shall be at the user's risk.

## **Article 5**

### **Contract Time**

**5.1 Date of Commencement.** The Work shall commence within ten (10) days of Design-Builder's receipt of Owner's Notice to Proceed ("Date of Commencement") unless the parties mutually agree otherwise in writing.

### **5.2 Substantial Completion and Final Completion.**

**5.2.1** Substantial Completion for the improvements to the Turf Field shall be achieved no later than December 31, 2026. Substantial Completion is the date upon which the Work is sufficiently complete so that the Owner can occupy and use the Project for its intended purposes pursuant to the definition of Substantial Completion or Substantially Complete.

**5.2.2** Final Completion of the Work shall be achieved no later than fifteen (15) calendar days after the date of Substantial Completion. Final Completion is the date when all Work is complete pursuant to the definition of Final Completion.

**5.2.3** All of the dates set forth in this Article 5 (collectively the "Contract Time(s)") shall be subject to adjustment in accordance with the General Conditions of Contract.

**5.2.4 Time is of the Essence.** Owner and Design-Builder mutually agree that time is of the essence with respect to the dates and times set forth in the Contract Documents.

**5.3 Liquidated Damages.**

**5.3.1** Design-Builder understands that if Substantial Completion is not attained by the Scheduled Substantial Completion Date, Owner will suffer damages which are difficult to determine and accurately specify. Design-Builder agrees that if Substantial Completion is not attained by the Scheduled Substantial Completion Date (the "LD Date"), Designer-Builder shall pay Owner SEVEN HUNDRED FIFTY Dollars (\$750.00) as liquidated damages for each day that Substantial Completion extends beyond the LD Date.

**5.3.2** Design-Builder understands that if Final Completion is not achieved within thirty (30) calendar days after the Scheduled Substantial Completion Date, Owner will suffer damages which are difficult to determine and accurately specify. Design-Builder agrees that if Final Completion is not achieved within thirty (30) calendar days after the Scheduled Substantial Completion, Design-Builder shall pay to Owner FIVE HUNDRED Dollars (\$500.00), as liquidated damages for each calendar day that Final Completion is delayed beyond the above-referenced number of days.

## **ARTICLE 6**

### **Contract Price**

**6.1 Contract Price.** Owner shall pay Design-Builder in accordance with Article 6 of the General Conditions of Contract the sum of ONE MILLION TWO HUNDRED NINETY-NINE THOUSAND Dollars (US \$1,299,000.00) ("Contract Price"), subject to adjustments made in accordance with the General Conditions of Contract. Unless otherwise provided in the Contract Documents, the Contract Price is deemed to include all sales, use, consumer and other taxes mandated by applicable Legal Requirements.

**6.2 Changes in Contract Price Involving Unit Prices.** If the Contract Price requires an adjustment due to performance of Work subject to application of unit prices set forth in the Unit Prices Exhibit, the adjustment shall be product of the number of units of Work multiplied by the applicable unit price. No markups, overhead, profit, or other additional costs and charges shall be allowed for the performance of such unit price Work.

**6.3 Allowance Items and Allowance Values.**

**6.3.1** Any and all Allowance Items, as well as their corresponding Allowance Values, are set forth in an Allowance Exhibit attached hereto and incorporated herein.

**6.3.2** Design-Builder and Owner have worked together to review the Allowance Items and Allowance Values based on design information then available to determine that the Allowance Values constitute reasonable estimates for the Allowance Items. Design-Builder and Owner will continue working closely together during the preparation of the design to develop Construction Documents consistent with the Allowance Values.

**6.3.3** No work shall be performed on any Allowance Item without Design-Builder first obtaining in writing advanced authorization to proceed from Owner.

**6.3.4** The Allowance Value for an Allowance Item includes the direct cost of labor, materials, equipment, transportation, taxes and insurance associated with the applicable Allowance Item. All other costs, including design fees, Design-Builder's overall project management and general conditions costs, overhead and fee, are deemed to be included in the original Contract Price, and are not subject to adjustment, regardless of the actual amount of the Allowance Item.

**6.3.5** Whenever the actual costs for an Allowance Item is more than or less than the stated Allowance Value, the Contract Price shall be adjusted accordingly by Change Order, subject to Sections 6.3.3 and 6.3.4. The amount of the Change Order shall reflect the difference between actual costs incurred by Design-Builder for the particular Allowance Item and the Allowance Value.

## **Article 7**

### **Procedure for Payment**

#### **7.1 Progress Payments.**

**7.1.1** Design-Builder shall submit to Owner on the twentieth (20<sup>th</sup>) day of each month, beginning with the first month after the Date of Commencement, Design-Builder's Application for Payment in accordance with Article 6 of the General Conditions of Contract.

**7.1.2** Owner shall make payment within twenty (20) days after Owner's receipt of each properly submitted and accurate Application for Payment in accordance with Article 6 of the General Conditions of Contract, but in each case less the total of payments previously made, and less amounts properly withheld under Section 6.3 of the General Conditions of Contract.

**7.2 Retainage on Progress Payments.** Owner will retain FIVE percent (5%) of each Application for Payment. Retainage on progress payments or final payments made by the Owner to the Design-Builder and by the Design-Builder to Subcontractors shall be retained, released, maintained at a minimum level, and reinstated in accordance with the provisions of North Carolina General Statutes § 143-134.1; however, nothing in that statute or the Contract Documents prevents the Owner from withholding payment for unsatisfactory job progress, defective construction not remedied, disputed work, and third-party claims or reasonable evidence that a third-party claim will be filed.

**7.3 Final Payment.** Design-Builder shall submit its Final Application for Payment to Owner in accordance with Section 6.7 of the General Conditions of Contract. Owner shall make payment on Design-Builder's properly submitted and accurate Final Application for Payment within thirty (30) days after Owner's receipt of the Final Application for Payment, provided that Design-Builder has satisfied the requirements for final payment set forth in Section 6.7.2 of the General Conditions of Contract.

**7.4 Record Keeping and Finance Controls.** With respect to changes in the Work performed on a cost basis by Design-Builder pursuant to the Contract Documents, Design-Builder shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management, using accounting and control systems in accordance with generally accepted accounting principles and as may be provided in the Contract Documents. During the performance of the Work and for a period of seven (7) years after Final Payment, Owner and Owner's accountants shall be afforded access to, and the right to audit from time-to-time, upon reasonable notice, Design-Builder's records, books, correspondence, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to changes in the Work performed on a cost basis in accordance with the Contract Documents, all of which Design-Builder shall preserve for a period of seven (7) years after Final Payment. Such inspection shall take place at Design-Builder's offices during normal business hours unless another location and time is agreed to by the parties. Any multipliers or markups agreed to by the Owner and Design-Builder as part of this Agreement

are only subject to audit to confirm that such multiplier or markup has been charged in accordance with this Agreement, with the composition of such multiplier or markup not being subject to audit.

## **Article 8**

### **Termination for Convenience**

**8.1** Upon ten (10) days' written notice to Design-Builder, Owner may, for its convenience and without cause, elect to terminate this Agreement. In such event, Owner shall pay Design-Builder for the following:

**8.1.1** The cost of Work performed as of the date the Design-Builder receives the written notice of termination; and

**8.1.2** The reasonable costs and expenses attributable to such termination, including demobilization costs and amounts due in settlement of terminated contracts with Subcontractors and Design Consultants.

## **Article 9**

### **Representatives of the Parties**

**9.1 Owner's Representatives.**

**9.1.1** Owner designates the individual listed below as its Senior Representative ("Owner's Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Section 10.2.3 of the General Conditions of Contract: *(Identify individual's name, title, address and telephone numbers)*

Dr. Leslie Alexander, Superintendent  
Watauga County Schools  
175 Pioneer Trail  
Boone, NC 28607  
(828) 264-7190

**9.1.2** Owner designates the individual listed below as its Owner's Representative, which individual has the authority and responsibility set forth in Section 3.4 of the General Conditions of Contract: *(Identify individual's name, title, address and telephone numbers)*

Dr. Chris Blanton, Assistant Superintendent  
Watauga County Schools  
175 Pioneer Trail  
Boone, NC 28607  
(828) 264-7190

## **9.2 Design-Builder's Representatives.**

**9.2.1** Design-Builder designates the individual listed below as its Senior Representative ("Design-Builder's Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Section 10.2.3 of the General Conditions of Contract.

Lance Rosenberger, President  
150 River Park Road, Mooresville NC 28117  
Cell# (704) 301-0263  
e-mail: l.rosenberger@geosurfaces.com

**9.2.2** Design-Builder designates the individual listed below as its Design-Builder's Representative, which individual has the authority and responsibility set forth in Section 2.1.1 of the General Conditions of Contract: *(Identify individual's name, title, address and telephone numbers)*

Dustin Boudreau, VP of Operations  
150 River Park Road, Mooresville NC 28117  
Cell# (225) 620-5152  
e-mail: d.boudreau@geosurfaces.com

## **Article 10** **Bonds and Insurance**

**10.1 Insurance.** Design-Builder and Owner shall procure the insurance coverages set forth in the Insurance Exhibit attached hereto and in accordance with Article 5 of the General Conditions of Contract.

**10.2 Bonds and Other Performance Security.** Design-Builder shall provide the following performance bond and labor and material payment bond or other performance security:

10.2.1 The Design-Builder shall provide the Owner with a Performance Bond and a separate Payment Bond, each in the amount of one hundred percent of the Contract Price prior to the execution of the Contract by the Owner. The form of the required bonds shall be those forms attached to the Bond Exhibit attached to and incorporated in the Contract.

## **Article 11** **Other Provisions**

**11.1 Other provisions, if any, are as follows:**

**11.1.1 Litigation.** Any claims, disputes, or controversies between the parties arising out of or related to the Agreement, or the breach thereof, which have not been resolved in accordance with the procedures set forth in Section 10.2 of the General Conditions of Contract shall be resolved in a court of competent jurisdiction in the state and county in which the Project is located.

**11.1.2 E-Verify.** The Design-Builder and the Design-Builder's Subcontractors are required to comply with the E-Verify requirements of Article 2 of Chapter 64 of the General Statutes of North Carolina regarding employees as a term of this Contract made essential to this Contract by the provisions of § 143-133.3 of the General Statutes of North Carolina. The Design-Builder represents to and covenants with the Owner that the Design-Builder and its Subcontractors will fully comply with those statutory E-Verify requirements.

**11.1.3 Jessica Lunsford Act.** Under North Carolina law, certain sex offenders are prohibited from coming onto school campuses. The Design-Builder agrees to conduct a check of all its employees and require its subcontractors to conduct checks of its employees working at the

Project site on the N.C. Sex Offender and Public Protection Registration Program, the N.C. Sexually Violent Predator Registration Program, and the National Sex Offender Registry.

In executing this Agreement, Owner and Design-Builder each individually represents that it has the necessary financial resources to fulfill its obligations under this Agreement, and each has the necessary corporate approvals to execute this Agreement, and perform the services described herein.

[signature page follows]

**OWNER**

WATAUGA COUNTY BOARD OF  
EDUCATION

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

*(Signature)*

Leslie Alexander, Ed.D  
\_\_\_\_\_

Superintendent  
\_\_\_\_\_

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

**DESIGN-BUILDER**

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

*(Signature)*

Lance Rosenberger  
\_\_\_\_\_

*(Printed Name)*

President  
\_\_\_\_\_

*(Title)*

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

**Preaudit Certificate**

This instrument has been audited in the manner required by the School Budget and Fiscal Control Act.

\_\_\_\_\_  
Joseph Nash, School Finance Officer



# Watauga County Schools Kindergarten Report Card

Children are individuals in all respects and they develop at different rates. This report attempts to evaluate each student based on this idea – not what he/she can do in comparison with the rest of the class.

| Performance Levels |                |                                                |
|--------------------|----------------|------------------------------------------------|
| M                  | Mastery        | Consistently meeting grade level expectations. |
| S                  | Satisfactory   | Showing growth toward expectations.            |
| U                  | Unsatisfactory | Not meeting expectations                       |
| NA                 |                | Not Assessed                                   |

| Behaviors that Promote Learning             | 1 | 2 | 3 | 4 |
|---------------------------------------------|---|---|---|---|
| Completes tasks independently               |   |   |   |   |
| Respects others/ideas/property              |   |   |   |   |
| Works well with others                      |   |   |   |   |
| Demonstrates self-control                   |   |   |   |   |
| Listens attentively                         |   |   |   |   |
| Avoids interrupting                         |   |   |   |   |
| Expresses feelings in an appropriate manner |   |   |   |   |
| Demonstrates fine/gross motor skills        |   |   |   |   |
| Follows directions                          |   |   |   |   |
| Tries to do best work                       |   |   |   |   |

| English Language Arts                      | 1 | 2 | 3 | 4 |
|--------------------------------------------|---|---|---|---|
| Uppercase Letter Identification            |   |   |   |   |
| Lowercase Letter Identification            |   |   |   |   |
| Letter-sound correspondence                |   |   |   |   |
| Isolates initial, middle, and final sounds |   |   |   |   |
| Segments sounds in words                   |   |   |   |   |
| Blends sounds to make words                |   |   |   |   |
| Answers questions about a text             |   |   |   |   |
| Writing                                    |   |   |   |   |

|                               | 1 | 2 | 3 | 4 |
|-------------------------------|---|---|---|---|
| Science                       |   |   |   |   |
| Social Studies                |   |   |   |   |
| Participates appropriately in | 1 | 2 | 3 | 4 |
| Physical Education            |   |   |   |   |
| Music                         |   |   |   |   |
| Art                           |   |   |   |   |

|         |  |
|---------|--|
| Name    |  |
| Teacher |  |
| School  |  |
| Year    |  |

| Attendance Report          | 1 | 2 | 3 | 4 |
|----------------------------|---|---|---|---|
| Days Absent                |   |   |   |   |
| Days Tardy/Early Dismissal |   |   |   |   |

| Mathematics                                | 1 | 2 | 3 | 4 |
|--------------------------------------------|---|---|---|---|
| Recognizes shapes.                         |   |   |   |   |
| Rote counting by ones to 100               |   |   |   |   |
| Rote counting by tens to 100               |   |   |   |   |
| Recognizes numerals                        |   |   |   |   |
| Writes numerals                            |   |   |   |   |
| Matches sets to numerals                   |   |   |   |   |
| Can classify objects into given categories |   |   |   |   |
| Can identify more, less, equal sets        |   |   |   |   |
| Can model addition and subtraction         |   |   |   |   |
| Can fluently add and subtract within 5     |   |   |   |   |

1<sup>st</sup> Nine Weeks

2<sup>nd</sup> Nine Weeks

☐ Retention Possible
 ☐ Conference Requested

3<sup>rd</sup> Nine Weeks

☐ Retention Possible
 ☐ Conference Requested

4<sup>th</sup> Nine Weeks

Placement for Next Year

☐ Promoted
 ☐ Retained



WATAUGA COUNTY  
BOARD OF EDUCATION

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

MEMORANDUM

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

FROM: Joe Nash, Finance Officer

DATE: September 14, 2026

RE: 2026-27 Budget Resolution

Attached is the Budget Resolution for Watauga County Schools for fiscal year 2026-27.

A summary budget for all funds is as follows:

|                                    |               |
|------------------------------------|---------------|
| Fund 1 - State Public Schools      | \$ 37,395,459 |
| Fund 2 - Local Current Expense     | 17,412,822    |
| Fund 3 - Federal Grants            | 2,686,739     |
| Fund 4 - Capital Outlay            | 4,533,299     |
| Fund 5 - School Nutrition          | 2,794,300     |
| Fund 6 - Extended Learning Centers | 663,315       |
| Fund 8 - Special Revenues          | 2,719,672     |
| Total                              | \$ 68,205,606 |

## WATAUGA COUNTY PUBLIC SCHOOL SYSTEM

### BUDGET RESOLUTION

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

Section 1 – The following amounts are hereby appropriated for the operation of the school administrative unit in the State Public School Fund for the fiscal year beginning July 1, 2026, and ending June 30, 2027:

|                             |               |
|-----------------------------|---------------|
| 5000 Instructional Services | \$ 33,306,180 |
| 6000 Support Services       | 4,040,781     |
| 7000 Ancillary Services     | 48,498        |

TOTAL STATE PUBLIC SCHOOL FUND APPROPRIATION \$ 37,395,459

Section 2 – The following revenues are estimated to be available to the State Public School Fund for the fiscal year beginning July 1, 2026, and ending June 30, 2027:

TOTAL STATE PUBLIC SCHOOL FUND REVENUE \$ 37,395,459

Section 3 – The following amounts are hereby appropriated for the operation of the school administrative unit in the Local Current Expense Fund for the fiscal year beginning July 1, 2026, and ending June 30, 2027:

|                             |               |
|-----------------------------|---------------|
| 5000 Instructional Services | \$ 10,214,910 |
| 6000 Support Services       | 6,634,463     |
| 7000 Ancillary Services     | 88,449        |
| 8000 Non-Programmed Charges | 475,000       |

TOTAL LOCAL CURRENT EXPENSE FUND APPROPRIATION \$ 17,412,822

Section 4 – The following revenues are estimated to be available to the Local Current Expense Fund for the fiscal year beginning July 1, 2026, and ending June 30, 2027:

TOTAL LOCAL CURRENT EXPENSE FUND REVENUE \$ 17,412,822

Section 5 – The following amounts are hereby appropriated for the operation of the school administrative unit in the Federal Grants Fund for the fiscal year beginning July 1, 2026, and ending June 30, 2027:

|                             |              |
|-----------------------------|--------------|
| 5000 Instructional Services | \$ 2,192,593 |
| 6000 Support Services       | 135,198      |
| 8000 Non-Programmed Charges | 358,948      |

TOTAL FEDERAL GRANTS FUND APPROPRIATION \$ 2,686,739

Section 6 – The following revenues are estimated to be available to the Federal Grants Fund for the fiscal year beginning July 1, 2026, and ending June 30, 2027:

TOTAL FEDERAL GRANTS FUND REVENUE \$ 2,686,739

Section 7 – The following amounts are hereby appropriated for the operation of the school administrative unit in the Capital Outlay Fund for the fiscal year beginning July 1, 2026, and ending June 30, 2027:

|                             |              |
|-----------------------------|--------------|
| 5000 Instructional Services | \$ 1,289,734 |
| 6000 Support Services       | 1,093,565    |
| 9000 Capital Outlay         | 2,150,000    |

|                                         |              |
|-----------------------------------------|--------------|
| TOTAL CAPITAL OUTLAY FUND APPROPRIATION | \$ 4,533,299 |
|-----------------------------------------|--------------|

Section 8 – The following revenues are estimated to be available to the Capital Outlay Fund for the fiscal year beginning July 1, 2026, and ending June 30, 2027:

|                                   |              |
|-----------------------------------|--------------|
| TOTAL CAPITAL OUTLAY FUND REVENUE | \$ 3,236,799 |
| FUND BALANCE APPROPRIATED         | 1,296,500    |

Section 9 – The following amounts are hereby appropriated for the operation of the school administrative unit in the School Nutrition Fund for the fiscal year beginning July 1, 2026, and ending June 30, 2027:

|                         |              |
|-------------------------|--------------|
| 7000 Ancillary Services | \$ 2,794,300 |
|-------------------------|--------------|

|                                           |              |
|-------------------------------------------|--------------|
| TOTAL SCHOOL NUTRITION FUND APPROPRIATION | \$ 2,794,300 |
|-------------------------------------------|--------------|

Section 10 – The following revenues are estimated to be available to the School Nutrition Fund for the fiscal year beginning July 1, 2026, and ending June 30, 2027:

|                                     |              |
|-------------------------------------|--------------|
| TOTAL SCHOOL NUTRITION FUND REVENUE | \$ 2,525,800 |
| FUND BALANCE APPROPRIATED           | 268,500      |

Section 11 – The following amounts are hereby appropriated for the operation of the school administrative unit in the Extended Learning Centers Fund for the fiscal year beginning July 1, 2026, and ending June 30, 2027:

|                             |            |
|-----------------------------|------------|
| 7000 Ancillary Services     | \$ 618,315 |
| 8000 Non-Programmed Charges | 45,000     |

|                                                    |            |
|----------------------------------------------------|------------|
| TOTAL EXTENDED LEARNING CENTERS FUND APPROPRIATION | \$ 663,315 |
|----------------------------------------------------|------------|

Section 12 – The following revenues are estimated to be available to the Extended Learning Centers Fund for the fiscal year beginning July 1, 2026, and ending June 30, 2027:

|                                              |            |
|----------------------------------------------|------------|
| TOTAL EXTENDED LEARNING CENTERS FUND REVENUE | \$ 663,315 |
|----------------------------------------------|------------|

Section 13 – The following amounts are hereby appropriated for the operation of the school administrative unit in the Special Revenue Fund for the fiscal year beginning July 1, 2026, and ending June 30, 2027:

|                             |              |
|-----------------------------|--------------|
| 5000 Instructional Services | \$ 2,191,736 |
| 6000 Support Services       | 527,936      |

|                                          |              |
|------------------------------------------|--------------|
| TOTAL SPECIAL REVENUE FUND APPROPRIATION | \$ 2,719,672 |
|------------------------------------------|--------------|

Section 14 – The following revenues are estimated to be available to the Special Revenue Fund for the fiscal year beginning July 1, 2026, and ending June 30, 2027:

|                                    |              |
|------------------------------------|--------------|
| TOTAL SPECIAL REVENUE FUND REVENUE | \$ 2,359,215 |
| FUND BALANCE APPROPRIATED          | 360,457      |

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

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

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

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

Adopted this 14<sup>th</sup> day of September 2026.

Chair  
Watauga County Board of Education

| <b>Fund</b>        | <b>1 digit Purp</b> | <b>1 digit Purp Desc</b>     | <b>Current Budget/Balance</b> |
|--------------------|---------------------|------------------------------|-------------------------------|
| 1                  | 5XXX                | Instructional Services       | \$33,306,180.22               |
|                    | 6XXX                | System-Wide Support Services | \$4,040,781.33                |
|                    | 7XXX                | Ancillary Services           | \$48,497.91                   |
| <b>1 Total</b>     |                     |                              | <b>\$37,395,459.46</b>        |
| 2                  | 5XXX                | Instructional Services       | \$10,214,910.49               |
|                    | 6XXX                | System-Wide Support Services | \$6,634,462.99                |
|                    | 7XXX                | Ancillary Services           | \$88,448.52                   |
|                    | 8XXX                | Non-Programmed Charges       | \$475,000.00                  |
| <b>2 Total</b>     |                     |                              | <b>\$17,412,822.00</b>        |
| 3                  | 5XXX                | Instructional Services       | \$2,192,592.75                |
|                    | 6XXX                | System-Wide Support Services | \$135,198.40                  |
|                    | 8XXX                | Non-Programmed Charges       | \$358,947.52                  |
| <b>3 Total</b>     |                     |                              | <b>\$2,686,738.67</b>         |
| 4                  | 5XXX                | Instructional Services       | \$1,289,734.18                |
|                    | 6XXX                | System-Wide Support Services | \$1,093,564.33                |
|                    | 9XXX                | Capital Outlay               | \$2,150,000.00                |
| <b>4 Total</b>     |                     |                              | <b>\$4,533,298.51</b>         |
| 5                  | 7XXX                | Ancillary Services           | \$2,794,299.96                |
| <b>5 Total</b>     |                     |                              | <b>\$2,794,299.96</b>         |
| 6                  | 7XXX                | Ancillary Services           | \$618,315.00                  |
|                    | 8XXX                | Non-Programmed Charges       | \$45,000.00                   |
| <b>6 Total</b>     |                     |                              | <b>\$663,315.00</b>           |
| 8                  | 5XXX                | Instructional Services       | \$2,191,736.54                |
|                    | 6XXX                | System-Wide Support Services | \$527,935.73                  |
| <b>8 Total</b>     |                     |                              | <b>\$2,719,672.27</b>         |
| <b>Grand Total</b> |                     |                              | <b>\$68,205,605.87</b>        |

## USE OF WIRELESS COMMUNICATION DEVICES

*Policy Code:*

**4318**

The Watauga County Board of Education (the “board”) recognizes that cellular phones and other wireless communication devices are an important tool through which parents communicate with their children and through which students gather information. The board also understands that excessive use of wireless communication devices may pose significant health and social risks for students. Therefore, to balance these interests and the needs of students, parents, and the school community, the board limits the use of wireless communication devices as provided in this policy.

### **A. DEFINITIONS**

For the purposes of this policy, the following definitions apply.

1. “Instructional time” is the time during which students are assigned to a teacher for the primary purpose of instruction.
2. A “wireless communication device” is any portable wireless device that has the capability to provide voice, messaging, or other data communication between two or more parties, including but not limited to cellular telephones, tablet and laptop computers, paging devices, two-way radios, and gaming devices.

### **B. AUTHORIZED USE DURING INSTRUCTIONAL TIME**

Students are permitted to possess wireless communication devices on school property so long as the devices are not turned on, used, or displayed during instructional time or as otherwise directed by school rules or school personnel.

Additionally, individual students may use wireless communication devices as required by the student’s Individualized Education Program or Section 504 plan or to manage the student’s health care in accordance with a documented medical condition. Teachers may authorize individual students to use the devices for instructional purposes, provided that they supervise the students during such use, or in the event of an emergency.

### **C. AUTHORIZED USE DURING NON-INSTRUCTIONAL TIME**

Although use of wireless communication devices is generally permitted during non-instructional time and before and after school, the principal may establish additional limitations on the use, possession, or display of such devices consistent with this policy.

Students may not use wireless communication devices inside school buildings, at school-sponsored events, or on school buses to capture audio, video, or still pictures of other students and/or employees in which such individuals can be personally identified, nor share such recordings or pictures in any way, without the consent of the other students and/or

employees. An exception will be made for recordings at events that are schoolwide, such as assemblies, or those open to the public, such as athletic competitions, band and choral concerts, assemblies, presentations, and award ceremonies. If recording at a public event is restricted for any reason, including due to copyright issues (e.g., a school play), the students and all other members of the audience will be notified of the recording restrictions before the event begins.

Use of wireless communication devices may be prohibited on school buses when noise from such devices interferes with the safe operation of the buses. In addition, elementary and middle school students who participate in after-school programs are prohibited from using wireless communication devices during such programs.

#### **D. CONSEQUENCES**

School employees may immediately confiscate any wireless communication devices that are on, used, or displayed in violation of this policy. In general, the confiscated device will be returned to the student at the end of the school day. However, an administrator may require a student's parent to recover a confiscated device if the student has repeatedly violated this policy.

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

The following factors should be considered when determining appropriate consequences: whether the wireless communication device was used (1) to reproduce images of tests, obtain unauthorized access to school information or assist students in any aspect of their instructional program in a manner that violates any school board policy, administrative regulation, or school rule; (2) to bully or harass other students; (3) to send illicit text messages; (4) to take and/or send illicit photographs; or (5) in any other manner that would make more severe disciplinary consequences appropriate.

#### **E. SEARCH OF WIRELESS COMMUNICATION DEVICES**

In accordance with policy 4342, Student Searches, a student's wireless communication device and its contents, including, but not limited to, text messages and digital photos, may be searched whenever a school official has reason to believe the search will provide evidence that the student has violated or is violating a law, board policy, the Code of Student Conduct, or a school rule. The scope of such searches must be reasonably related to the objectives of the search and not excessively intrusive in light of the nature of the suspected infraction.

#### **F. LIABILITY**

Students are personally and solely responsible for the security of their wireless communication devices. The school system is not responsible for the theft, loss, or damage of a personal wireless communication device.

Legal References: G.S. 115C-36, -76.100, -390.2

Cross References: Student Behavior Policies (policy 4300), Disruptive Behavior (policy 4315), Student Searches (policy 4342)

Adopted: October 13, 2014

Revised: January 12, 2026; DATE

## **PARTICIPATION BY**

## **HISTORICALLY UNDERUTILIZED BUSINESSES**

*Policy Code:*

**6402**

The Watauga County Board of Education (the "board") affirms the State's commitment to encouraging the participation of historically underutilized businesses, as defined by G.S. 143-128.4, and small businesses in the school system's purchase of goods and services.

Notwithstanding the board's intent to promote the participation of the types of businesses described above, the board will purchase goods and services without regard to race, color, creed, national origin, sex, age, disability or religion.

### **A. SCHOOL SYSTEM GOOD FAITH EFFORTS**

The board establishes the following guidelines to ensure that the school system will make good faith efforts to reach diverse suppliers of goods and services and to encourage participation in the school system's purchasing program by such suppliers. Employees responsible for the purchasing function shall:

1. make information about the school system's purchasing procedures and bidding process readily available;
2. advertise for bids in media that reaches historically underutilized businesses;
3. ensure access to bidding documents needed for making bids on projects;
4. obtain directory information of small businesses, historically underutilized businesses, disabled business enterprises, and nonprofit work centers for the blind or severely disabled by using the online search functions of the North Carolina electronic Vendor Portal provided by the Division of Purchase and Contracts at the N.C. Department of Administration;
5. sponsor or participate in purchasing seminars for all prospective vendors or, in particular for small businesses, historically underutilized businesses, disabled business enterprises, and non-profit work centers for the blind or severely disabled;
6. provide information on how to become Historically Underutilized Business (HUB)-certified and/or North Carolina Small Business Enterprise (NCSBE)-certified and how to register in the North Carolina electronic Vendor Portal;
7. prepare vendor lists in accordance with policy 6442, Vendor Lists; and
8. where allowed by law, permit performance guarantees rather than performance bonds for contracts for goods and services.

### **B. DOCUMENTATION AND REPORTING**

~~The superintendent or designee shall submit all legally required reports on the use of historically underutilized businesses, disabled business enterprises, and nonprofit work centers for the blind and the severely disabled and shall document the use of such businesses as necessary to comply with applicable laws.~~

~~Legal References: *City of Richmond v. J.A. Croson Co.*, 488 U.S. 469 (1989); G.S. 143-48, 48.4, 128.4; 01 N.C.A.C. 05B-0301~~

~~Cross References: Vendor Lists (policy 6442), Participation by Minority Businesses (policy 9125)~~

~~Adopted: February 8, 2016~~

~~Revised: July 25, 2023~~

~~Rescinded: DATE~~

~~The Watauga County Board of Education (the "board") affirms the State's commitment to encouraging the participation of minority businesses in the school system's building construction contracts. A minority business is defined in accordance with G.S. 143-128.2 and is either (1) one in which at least 51 percent of the business is owned by minority persons or socially and economically disadvantaged individuals and the management and daily business operations are controlled by one or more of the minority persons or socially and economically disadvantaged individuals who own it, or (2) an employee stock ownership plan company in which at least 51 percent of the plan participants are minority persons or socially and economically disadvantaged individuals. Minority persons include African Americans, those of Hispanic descent, Asian Americans, American Indians, and females.~~

**~~A. GOALS~~**

~~After notice and public hearing, the board hereby adopts an aspirational verifiable percentage goal of 10 percent for participation by minority businesses in the total value of work for each building project costing \$300,000 or more paid entirely from local or other non-state funds. In addition, the board adopts the state's aspirational verifiable goal of 10 percent participation by minority businesses in the total value of work for each building project costing \$100,000 or more funded in whole or in part with state funds.~~

~~Only businesses holding current certification as a historically underutilized business will be considered eligible for inclusion in meeting the board's participation percentage goals. Lack of certification, however, will not be considered in making a contract award decision.~~

**~~B. SCHOOL SYSTEM GOOD FAITH EFFORTS~~**

~~The board establishes the following guidelines for contracts subject to Section A to ensure that the school system will make good faith efforts to reach diverse contractors and to encourage participation in the school system's construction contracts by such contractors. Before awarding a contract, the superintendent or designee shall:~~

- ~~1. make information about the school system's formal and informal bidding process readily available;~~
- ~~2. develop and implement a minority business participation outreach plan to identify minority businesses that can perform building projects and to implement outreach efforts to encourage minority business participation in such projects;~~
- ~~3. advertise for bids in media that reach minority businesses;~~
- ~~4. designate a school official to attend the scheduled pre-bid conference to explain the school system's minority goals and objectives;~~

- 
- 
5. ~~at least 10 days prior to the scheduled day of bid opening, notify minority businesses of the following:~~
    - a. ~~a description of the work for which the bid is being solicited;~~
    - b. ~~the date, time, and location where bids are to be submitted;~~
    - c. ~~the name of the individual within the public entity who will be available to answer questions about the project;~~
    - d. ~~where bid documents may be reviewed; and~~
    - e. ~~any special requirements that may exist.~~

~~For purposes of this provision, the minority businesses to be notified are those (1) that have requested notices from the school system for construction or repair work, and (2) those that otherwise indicated to the Office of Historically Underutilized Businesses an interest in the type of work being bid or the potential contracting opportunities listed in the proposal;~~

6. ~~ensure that everyone who requests it has access to bid documents needed for making bids on projects;~~
7. ~~maintain documentation of any contacts, correspondence, or conversation with minority business firms made in an attempt to meet the goals;~~
8. ~~review, jointly with the designer, the lowest responsible bidder's bid for compliance with all requirements of G.S. 143-128.2(e) and 128.2(f) prior to recommendation of the contract award;~~
9. ~~encourage businesses experiencing difficulty in meeting the bonding, licensing, and bid deposits required by state law in larger construction projects to utilize resources and assistance offered by local, state, and federal agencies; and~~
10. ~~provide information to bidders about the statewide uniform certification program for historically underutilized businesses.~~

#### **~~C. GOOD FAITH EFFORTS REQUIRED BY CONTRACTORS~~**

~~All bidders on school construction and renovation projects subject to Section A of this policy who intend to subcontract any part of the project must (1) identify the minority businesses to be used on the project and (2) provide affidavits indicating that a good faith effort has been made in preparing the bid to meet the board's verifiable goal for participation by minority businesses. Upon being named the apparent lowest responsible,~~

~~responsive bidder, a bidder shall provide additional evidence of its good faith efforts as required by law.~~

~~The level of minority participation in bidders' bids will not affect the contract award decision; however, the failure to provide documentation of a good faith effort to meet the board's goal may result in the bid being rejected as non-responsive.~~

~~Before recommending the award of a contract, the superintendent shall direct designated school officials to evaluate bidders' documents in accordance with applicable law and regulations to determine whether bidder good faith requirements are satisfied.~~

#### **~~D. — MONITORING~~**

~~The superintendent or designee shall monitor payments made to minority businesses on each project subject to Section A to verify that the minority businesses actually working on the project and their level of participation is consistent with the representations made in the contractor's bid.~~

#### **~~E. — OTHER MINORITY BUSINESS RECRUITMENT EFFORTS~~**

~~For building contracts that (1) are not subject to Section A and (2) cost at least \$30,000 but less than \$300,000, the board will solicit participation by minority business enterprises and maintain a record of contractors solicited and efforts to recruit minority participation.~~

#### **~~F. — REPORTING~~**

~~The superintendent shall ensure that all required reports and other documentation are filed with the Department of Administration in accordance with legal requirements.~~

#### **~~G. — NONDISCRIMINATION~~**

~~The board will award public building contracts without regard to race, religion, color, creed, national origin, sex, age, or disability. Nothing in this policy should be construed to require the board or contractors to award contracts or subcontracts to minority business contractors or minority business subcontractors who do not submit the lowest responsible, responsive bid or bids.~~

~~Legal References: *City of Richmond v. J.A. Croson Co.*, 488 U.S. 469 (1989); G.S. 143-128, 128.2, 128.3, 131(b); 01 N.C.A.C. 301.0101-0310~~

~~Adopted: February 8, 2016; September 10, 2018~~

~~Revised: January 16, 2024; April 15, 2025~~

~~Rescinded: DATE~~

## **VENDOR LISTS**

*Policy Code:*

**6442**

The Watauga County Board of Education (the “board”) desires to provide opportunities to responsible suppliers to do business with the school system. To this end, the superintendent is directed to develop and maintain lists of potential vendors for the various types of materials, equipment and supplies. Such lists will be used in the development of a mailing list for distribution of specifications, invitations to bid, and notice of other competitive purchasing processes.

The superintendent or designee has the discretion to determine which vendors are included on the list and may establish objective, nondiscriminatory standards for being placed on the list or for remaining on the list. The standards shall take into account the requirements of G.S. 147, art. 6E and art. 6G. The superintendent is encouraged to include small business vendors certified under the North Carolina Small Business Enterprise Program. ~~listed as historically underutilized businesses with the Division of Purchase and Contracts at the State Department of Administration.~~

Legal References: G.S. 115C-522; 143-48; 147 art. 6E, art. 6G

Cross References: Purchasing Requirements for Equipment, Materials and Supplies (policy 6430), ~~Participation by Women and Minority-Owned Businesses (policy 9125)~~

Adopted: February 8, 2016

Revised: May 9, 2016; February 12, 2018; DATE

## **PREQUALIFICATION OF BIDDERS FOR CONSTRUCTION PROJECTS**

*Policy Code:*

**9115**

### **A. GENERAL**

1. The purpose of this prequalification process is to impartially evaluate a contractor, and to properly determine by its responsible business practices, work experience, manpower, and equipment that it is qualified to bid on a Watauga County Board of Education (the "board") construction project, including prime contracts awarded by construction managers pursuant to the Construction Manager at Risk ("CM at Risk") process. The award of contracts should be the result of open competition in bidding; impartiality in the selection of contractors; integrity in business practices; and skillful performance of public contracts.
2. The administration shall be responsible for prequalifying individual contractors to bid on board construction projects when the administration believes prequalification is preferred. The administration is not required to prequalify contractors for any particular project or projects. However, a contractor shall not be allowed to submit a bid on a construction project subject to prequalification, unless it has been prequalified in accordance with board policy.
3. The construction manager and the administration shall jointly develop the assessment tool and criteria for each CM at Risk project, including the prequalification scoring values and minimum requirement score. The construction manager shall use the process outlined in this policy for the prequalification of contractors on CM at Risk projects.
4. Notwithstanding the fact that a contractor was prequalified, the board, administration, and construction manager reserve the right to reject a contractor's bid if it is determined that the contractor has not submitted the lowest responsible and responsive bid. The prequalification of the contractor shall not preclude the board, administration, or construction manager from subsequently concluding that the contractor is not a responsible bidder pursuant to G.S. 143-129. The prequalification of a contract for a project shall only apply to the individual project. All construction and repair contracts shall be awarded to the lowest responsive and responsible bidder, taking into consideration quality, performance, and the time specified in the proposals for the performance of the contract.

### **B. APPLICATION PROCESS**

1. The superintendent or designee shall designate a school official to oversee the prequalification process for each individual project ("School Prequalification Official").
2. Each prospective bidder on contracts identified for prequalification by the administration and all CM at Risk projects shall submit an application on the

approved prequalification application form in order to become prequalified. The approved prequalification application form will require information to be provided on the ownership of the firm, experience of the firm's personnel, any affiliations with other construction firms, bonding capacity, financial resources, the type of work performed by the firm, and other objective criteria rationally related to the contract to be awarded.

3. The administration shall ensure that applications prepared for the projects comply with this policy and State law. The application is to be submitted by the deadline established in the notice of prequalification. The act of submitting the application does not permit the firm to submit a bid. Incomplete applications will be rejected or returned for further detail or correction in the sole discretion of the school system or construction manager.

### C. APPLICATION

The application used by the school system or the construction manager must be approved by the School Prequalification Official and shall, at a minimum, address the following items:

1. **Organizational Structure** – The firm shall provide a list of all owners, officers, partners, or individuals authorized to represent or conduct business for or sign legal documents for the firm. This list must include the full legal name, typed or printed in a clear legible form. Firms experiencing changes in ownership, organizational structure, or material changes in assets must inform the school system prior to the award of a contract. Failure of the firm to comply with this requirement may result in the termination of any contract awarded by the school system or construction manager.
2. **Classification** – The firm shall indicate the type(s) of work the firm's workforce and equipment normally perform, licensure, and other pertinent information. The firm shall provide its ~~MWSBE (Minority, Women, Small Business Enterprise)~~ status.
3. **Experience** – The firm shall furnish information that documents the ability of the firm to undertake a project involving the type(s) of work for which prequalification is requested.
4. **Financial** – Firms will be required to provide a complete current annual financial statement (current within the previous 12-month period).
5. **Litigation/Claims** – Firms must provide information on its success at completing projects on time, including the payment of liquidated damages. The firm will be required to submit information regarding its litigation history, including litigation with owners.

6. Capacity – Firms shall demonstrate sufficient bonding capacity, insurance, and resources for the project. Firms must provide relevant information on the personnel that will be directly responsible for the work, including the location of the office that will be primarily responsible for work. Firms shall also demonstrate an acceptable safety history for construction projects.
7. Legal Authorization – All firms must show that they are legally authorized to conduct business in the State of North Carolina and with the school system and have all required licensure for the work to be performed.

**D. REVIEW OF APPLICATION – SCHOOL SYSTEM BID PROJECTS**

1. Prequalification Committee – The School Prequalification Official shall establish a committee to review and score applications, including approving and denying prequalification (“Prequalification Committee”). The superintendent or designee shall not be a member of the Prequalification Committee.
2. Review of Applications – The school system’s Prequalification Committee shall use the school system’s objective assessment process. The prequalification criteria shall not require the firm to have previously been awarded a construction or repair project by the school system. The prequalification criteria used by the Prequalification Committee shall include prequalification scoring values and the minimum required score to be prequalified for the project. The school system’s Prequalification Committee shall approve or deny the applications in accordance with the prequalification criteria and scoring system.
3. Notice of Decision – The firms shall be promptly notified of the school system’s Prequalification Committee’s decision, including the reason for denial, via e-mail. Notice shall be provided prior to the opening of bids for the project and with sufficient time for the firm to appeal the denial of prequalification.

**E. REVIEW OF APPLICATION – CM AT RISK PROJECTS**

1. Prequalification Committee – The construction manager and the School Prequalification Official shall agree upon the members of the construction manager’s Prequalification Committee. The superintendent or designee shall not be on the Prequalification Committee. The construction manager’s Prequalification Committee will review prequalification applications submitted by the firms and will determine the firm’s prequalification eligibility for the CM at Risk project.
2. Review of Applications – The construction manager’s Prequalification Committee and the School Prequalification Official shall agree upon an objective assessment process. The construction manager and the School Prequalification Official shall develop prequalification criteria, including prequalification scoring values and the minimum required score to be prequalified for the project. The prequalification

criteria shall not require the firm to have previously been awarded a construction or repair project by the construction manager or the school system. The construction manager's Prequalification Committee shall approve or deny the applications in accordance with the prequalification criteria and scoring system.

3. Notice of Decision – The firms shall be promptly notified of the construction manager's Prequalification Committee's decision, including the reason for denial, via e-mail. Notice shall be provided prior to the opening of bids for the project and with sufficient time for the firm to appeal the denial of prequalification.

#### F. APPEALS PROCEDURE

The firm may appeal from the denial of prequalification as noted below:

1. Written Appeal – A written appeal may be filed via hand-delivery or e-mail to the applicable Prequalification Committee within three business days of receipt of notice that the firm has been denied prequalification. The written appeal shall clearly articulate the reasons why the firm is contesting the denial and attach all documents and additional information supporting the firm's position. The Prequalification Committee may contact the firm regarding the information provided prior to ruling on the appeal. If the Prequalification Committee is satisfied that the firm should be prequalified, the firm shall be notified that it is prequalified to bid on the project and allowed to participate in the bid process. If the Prequalification Committee upholds its denial, the firm shall be promptly notified in writing via e-mail.
2. Hearing – The firm may appeal the Prequalification Committee's decision on the written appeal by requesting a hearing before the superintendent or designee via hand-delivery or e-mail within three (3) business days of the receipt of the Prequalification Committee's decision. The hearing shall be held within five (5) business days. The firm shall not be allowed to submit additional information without the written consent of the superintendent or designee. The firm shall be allowed thirty (30) minutes for the hearing. In the event the superintendent or designee is unable to hold a hearing in a timely manner, he/she may designate a school official to handle the appeal.
3. Decision – For projects bid by the school system, the decision of the superintendent or designee ~~or designee~~ shall be final, and the firm shall be promptly notified of the decision via e-mail. For CM at Risk projects, the superintendent or designee shall notify the construction manager of its recommended decision. The construction manager shall review the recommended decision and issue a final decision to the school system and firm. In the event the construction manager rejects a recommendation from the superintendent or designee to prequalify the firm, the construction manager shall provide a written explanation of the denial to both the superintendent or designee and the firm.

4. General Rules for Appeals – Firms submitting applications shall be provided an ~~e-mail~~email address for communication with the construction manager or school system during the appeal process. The firm shall provide at least two ~~e-mail~~email addresses for use by the school system or construction manager in communicating with the firm. All appeals shall be completed prior to the date and time for the receipt and opening of bids.

Legal References: G.S. 143-128.1, -129, and -135.8; ~~G.S.~~ 147 art. 6E, art 6G

Adopted: April 13, 2015

Revised: May 9, 2016; February 12, 2018; DATE

The Watauga County Board of Education (the “board”) strives to obtain high quality services at a reasonable price through the bidding process employed by the school system. This policy describes state and local requirements. Any contracts funded with federal funds must also be made in accordance with the terms and conditions of the federal award and all applicable requirements of federal law and regulation, including the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (“Uniform Guidance”) issued by the U.S. Office of Budget and Management. (See also policy 8305, Federal Grant Administration.)

**A. STANDARDS FOR PARTICIPATION IN CONSTRUCTION CONTRACTS**

All contracts formally or informally bid will be awarded to the lowest responsible bidder, taking into consideration quality, performance, reliability, and the time specified in the bids for performance of the contract. Contracts will contain a provision stating that the contractor and contractor’s subcontractors, if any, must comply with the requirements of G.S. Chapter 64, Article 2. Prior to bidding, contractors may be required to prequalify if the board has elected to use this process. No contract may be entered into with a restricted company, as listed by the state treasurer in accordance with G.S. 147, art. 6E or 6G, except as permitted by those laws.

The board prohibits discrimination against any person or business on the basis of race, color, ethnic origin, sex, disability, or religion. In addition, in accordance with G.S. 143-133.5, the board prohibits discrimination against a bidder or contractor for being party to, refusing to be party to, adhering to, or refusing to adhere to an agreement with a labor organization. The superintendent is required to conduct contracting and purchasing programs so as to prevent such discrimination.

~~The superintendent, on behalf of the board, must certify that good faith efforts have been made to increase the participation in construction contracts by minority-owned and female-owned businesses, as required by policy 9125, Participation by Minority Businesses.~~

The board will grant a North Carolina resident firm providing architectural, engineering, surveying, construction management at-risk service, design-build services, or public-private construction services a preference over a nonresident firm, if the home state of the nonresident firm has a practice of granting a preference to its resident firms over North Carolina resident firms. Any preference granted to a resident firm will be in the same manner, on the same basis, and to the same extent as the preference granted by the nonresident firm’s home state. The school system’s bid documents will require that nonresident firms disclose and describe any construction contract preferences granted by the firm’s home state.

**B. BIDDING METHODS**

The board may request bids for contracts for building projects using single prime, multi-prime (separate prime), construction management at-risk, dual bidding, design-build,

design-build bridging, and public-private partnership methods, as permitted by law. The superintendent shall make a recommendation to the board as to the method(s) that should be used for a particular project.

If the superintendent believes the project cannot be reasonably completed under the methods authorized by G.S. 143-128, the superintendent shall so inform the board and make the recommendation to the board that it approve the use of alternative methods. Upon board approval, the superintendent shall submit to the State Building Commission a request to use an alternative contracting method along with supporting documentation.

#### **C. FORMAL BIDDING**

Construction and repair work requiring the estimated expenditure of \$500,000 or more will be advertised for bid and will be awarded through formal bidding procedures. Dividing contracts to lower the expenditure amounts so as to evade these requirements is prohibited. The board authorizes the use of newspaper advertisement, electronic advertisement, or both for formal bids; however, the superintendent has the authority to determine which method will be used for a specific purchase or categories of purchases. The superintendent shall establish formal bidding procedures consistent with this policy and applicable law and make the procedures available to all bidders or potential bidders.

#### **D. INFORMAL BIDDING**

Informal bids will be obtained for construction and repair contracts between \$30,000 and \$500,000. Quotations from contractors may be solicited by telephone or in writing. Informal bids are recommended, but not required, for construction and repair work costing less than \$30,000.

Dividing contracts to lower the expenditure amounts so as to evade the informal bidding requirements is prohibited. The superintendent shall develop informal bidding procedures consistent with this policy and applicable law and make the procedures available to all bidders and potential bidders.

#### **E. APPROVAL**

All formally bid construction contracts must be reviewed by the board attorney. The superintendent shall consult with the board attorney in developing standard form contracts for informally bid construction projects.

Any construction or repair contract involving expenditures in excess of \$90,000 must be approved in advance by the board unless provided otherwise in board policy. Unless otherwise prohibited by statute or regulation, the superintendent or designee is authorized to enter into construction or repair contracts involving amounts up to and including \$90,000. Change orders for construction and repair contracts will be subject to the requirements of policy 9030, Facility Construction, not this provision.

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**F. RECORDS AND REPORTING REQUIREMENTS**

Records of all informal or formal bids received will be maintained and will be available for public inspection. Such records should include the date the bid is received, from whom it is received, and what project it is for. The records will document why the selected contractor was the lowest responsive, responsible bidder if the contractor was not the low bidder.

The superintendent must submit required reports to the State and provide reports to the board on the progress being made towards reaching the board's goals.

At least monthly, the superintendent shall report to the board all contracts approved by the superintendent under this policy that exceed \$30,000.

**G. DISPUTE RESOLUTION PROCESS**

The board establishes the following dispute resolution process to resolve issues arising out of construction and repair projects or contracts related to such projects. The dispute resolution process may be used by any party involved in the construction project for those disputes in which the amount in controversy is at least \$15,000.

Prior to initiating litigation concerning a dispute, parties to the dispute must do the following: (1) submit the dispute for review by the superintendent or other designated school official and the project architect, as appropriate, and (2) participate in mediation, if the matter cannot be resolved by school officials and the architect. The cost of the dispute resolution process will be divided between the parties to the dispute. If the board is a party to the dispute, the board will pay at least one-third of the cost.

Legal References: 2 C.F.R. 200.317-200.326; G.S. 64, art. 2; 115C-521, -522; 143-64.31 and art. 8; 147 art. 6E, art. 6G

Cross References: Contracts with the Board (policy 6420), Federal Grant Administration (policy 8305), Facility Construction (policy 9030), Prequalification of Bidders for Construction Projects (policy 9115), ~~Participation by Minority Businesses (policy 9125)~~

Adopted: April 11, 2016

Revised: May 9, 2016; November 14, 2016; February 12, 2018; June 11, 2018; February 11, 2019;  
DATE

## VIDEO AND AUDIO RECORDINGS BY EMPLOYEES

Policy Code:

7325

The board authorizes employees to make video and/or audio recordings of students or other employees at school only in accordance with this policy. For purposes of this policy, the term employee includes all school system employees as well as independent contractors and volunteers. This policy applies to all video and/or audio recordings made by employees in school buildings, on school buses, at school-sponsored activities, or while otherwise acting in their capacity as a school system employee.

### A. SECURITY CAMERA RECORDINGS

Security cameras that capture video only, or cameras that capture both video and audio, ~~but not audio~~, may be installed on school system property to help maintain a safe learning and working environment. The principal or site supervisor shall identify specific locations for camera placement, subject to the approval of the superintendent or designee. Camera placement will be limited to common areas in buildings (e.g., lobbies, hallways, gymnasiums, and building entrances/exits), parking lots and other exterior areas, and school buses. -The superintendent or designee may also direct the placement of a security camera in one or more classrooms when it is determined the security camera is necessary to maintain a safe learning and working environment. The superintendent or designee will document the operational need before installing any surveillance camera that records audio. Cameras may not be located in any areas where individuals have a reasonable expectation of privacy, such as restrooms, locker rooms, nurses' offices, or lactation rooms.

The superintendent or designee shall provide notification of the use of security cameras on school system property through student and employee handbooks, the school system website, or other means, including announcements in school newsletters, orientation sessions, or other meetings. The principal or site supervisor shall post a sign at the school entrance, and in any area where audio is recorded, in a manner and location that adequately notifies students, employees, and visitors that areas may be subject to video and, when relevant, audio surveillance. If security cameras on a school bus also record audio, the transportation director or designee shall post a sign within the bus that provides adequate notice of video and audio surveillance. Any sign providing notice of audio recording shall, at a minimum, contain the following: "This area is under video and audio surveillance for safety and security purposes."

The superintendent or designee shall establish any procedures necessary for regulating the operation of security cameras and the secure storage, viewing, and destruction of resulting recordings. Surveillance recordings may be used to investigate allegations of employee, student, or visitor misconduct.

### B. PUBLIC EVENT RECORDINGS

Generally, employees may record events that are open to the public, such as athletic

competitions, band and choral concerts, assemblies, presentations, and award ceremonies. If recording at an event is restricted for any reason, including due to copyright issues (e.g., a school play), the employees and all other members of the audience will be notified of the recording restrictions before the event begins.

The superintendent or designee shall establish procedures deemed necessary for the recording of official meetings of the board, board committees, or committees appointed by the board.

### C. RECORDINGS OF MEETINGS OR HEARINGS

School officials may make an audio recording of student IEP meetings and student discipline hearings. The recordings must be made openly with all parties aware of the recording.

An employee may make an audio recording of a hearing before the board regarding a recommendation for the employee's dismissal, demotion, nonrenewal, disciplinary action, or regarding a grievance filed by the employee pursuant to Policy 1750/7220. ~~meeting or hearing addressing that employee's formal grievance, performance evaluation, misconduct, disciplinary action, termination, or nonrenewal.~~ The employee must provide prior notice of the intent to record the ~~meeting or hearing~~, and the recordings must be made openly with all parties aware of the recording. Any ~~meeting or hearing~~ recorded by the employee also will be recorded by the school official superintendent or designee conducting the meeting or hearing.

Employee meetings with supervisory personnel, including meetings to discuss performance evaluations, employee grievances, misconduct, disciplinary action, or personnel investigations, shall not be recorded unless the school official conducting the meeting is aware and expressly consents to the recording. Any meeting recorded by an employee will also be recorded by the school official conducting the meeting.

For any other type of meeting or hearing, the school official conducting the meeting or hearing may make an audio recording if all other parties in attendance consent to the recording. If a party refuses to consent to the recording, the school official may record the meeting or hearing only with the permission of the principal or designee for school-based meetings or the superintendent or designee for system-level meetings. The recording must be made openly with all parties aware of the recording. The school official conducting the meeting or hearing may grant a request by another party in attendance to make an audio recording, in which case the school official shall also make an audio recording of that meeting or hearing.

### D. CLASSROOM RECORDINGS BY EMPLOYEES

To make a recording of students or employees in a classroom or at a school-sponsored event (other than those open to the public), an employee must receive prior permission from the principal. When seeking permission to record, the employee shall provide the

principal with the following information: purpose for recording; who will have access to the recording and for what use; any external program requirements to obtain permission to conduct the recording; and how the recording will be retained. The principal may grant an employee permission to record only for a legitimate educational purpose. The principal shall ensure legal compliance with Section G, below. In addition, depending on the nature of the recording and its intended use, the principal may require the employee to obtain written permission from the parents of the students who will be recorded and, if the recording involves other employees or visitors, the adults who will be recorded.

#### **E. CONSENSUAL RECORDINGS OF OTHER EMPLOYEES**

In situations not otherwise covered in Sections A through D, above, an employee may make a recording of another employee for legitimate educational purposes (e.g., a training video, a video to be used in a classroom to instruct students) only with the consent of the employee being recorded.

Any recording of another employee for reasons other than legitimate educational purposes must be with the consent of the employee being recorded and must not interfere with employment responsibilities or school operations.

#### **F. SECRET RECORDINGS**

Employees are prohibited from making covert or surreptitious recordings of other individuals on school property or during school-sponsored activities and may be subject to disciplinary action, up to and including dismissal, for violation of this policy.

This policy is not intended to prohibit recordings for whistleblowing purposes or to document illegal discrimination or harassment, financial improprieties, ethical violations, and other illegal practices. Employees with knowledge of illegal practices or who make a recording pursuant to this exception shall immediately notify appropriate school system personnel in accordance with existing procedures and practices.

#### **G. RECORDING STUDENTS**

In accordance with G.S. 114A-10, in no instance will a school system employee make a video or voice recording of a student without prior parental consent unless the recording will be used solely for one of the following purposes: a safety demonstration, including one related to security and discipline on educational property; an academic or extracurricular activity; classroom instruction; photo identification cards; security or surveillance of buildings, grounds, or school transportation.

#### **H. MAINTENANCE OF RECORDS**

Any recordings made by school system employees will be maintained, released, and disposed of in accordance with all applicable state and federal laws and regulations. See also policies 4700, Student Records; 5070/7350, Public Records – Retention, Release, and

Disposition; 5071/7351, Electronically Stored Information Retention; and 7820, Personnel Files.

**I. CONSEQUENCES**

Any employee who has been found by the superintendent to have violated this policy may be subject to disciplinary action, up to and including dismissal.

Legal References: Sarbanes-Oxley Act, 18 U.S.C. 1513(e); G.S. 15A-287; 114A-10, 126-84 *et seq.*

Cross References: Student Records (policy 4700), Public Records – Retention, Release, and Disposition (policy 5070/7350), Electronically Stored Information Retention (policy 5071/7351), Staff Responsibilities (policy 7300), Personnel Files (policy 7820)

Adopted:

## **SELECTION OF INSTRUCTIONAL AND SUPPLEMENTARY MATERIALS**

*Policy Code:*

**3200**

In order to help fulfill the educational goals and objectives of the school system, the Watauga County Board of Education (the "board") strives to provide instructional and supplementary materials that will enrich and support the curriculum and enhance student learning. Instructional and supplementary materials should be representative of the rich diversity of our nation and appropriate for the maturity levels and abilities of the students.

Instructional and supplementary materials constitute all materials, whether print, non-print, digital, or any combination thereof, used in the instructional program. ~~For purposes of this policy, instructional materials will be divided into two categories: textbooks and supplementary materials.~~

### **A. SELECTION OF ~~TEXTBOOKS~~INSTRUCTIONAL MATERIALS**

~~Textbooks~~Instructional materials are systematically organized materials comprehensive enough to cover the primary objectives outlined in the ~~current statewide instructional standards~~standard course of study for a grade or course. Formats for ~~textbooks~~instructional materials may be print, ~~or non-print or digital media~~, including hardbound books, softbound books, activity-oriented programs, classroom kits, and ~~technology-based programs or materials~~digital resources that require the use of electronic equipment. ~~Technology-based programs may include subscription or web-based materials.~~ in order to be used in the learning process.

#### **1. TextbooksSelection of Instructional Materials**

Current state-approved instructional materials will be used as the primary means to help students meet the goals and objectives of the standard course of study, unless the state-approved materials are no longer current statewide or the board determines that it is otherwise preferable to use alternative instructional standards. Principals may approve materials.

If state-approved instructional materials are no longer current or if the superintendent or a principal believes it would be preferable to use alternative instructional materials, the superintendent shall convene the central curriculum-aligned textbooks in addition to those provided committee to review and recommend alternative instructional materials to the board. The superintendent shall establish procedures for the selection of instructional materials. Recommended instructional materials at a minimum must align with the standard course of study, be accurate, be grade-appropriate, allow for use by the district students with disabilities, and be compatible with existing resources.

#### **2. Procurement Contracts**

All contracts for procurement of instructional materials must include a clause granting the board the license to produce braille, large print, audiocassette tape, and other accessible copies of instructional materials for use in the school system.

## **B. SELECTION OF SUPPLEMENTARY MATERIALS**

Supplementary materials are print or nonprint materials used for instruction in classrooms not encompassed by the definition of instructional and learning resources which are selected to complement, enrich or extend the curriculum. Such resources materials. Supplementary materials include, for example, specialized materials selected to meet diverse needs or rapidly changing circumstances supplementary textbooks, library materials, digital resources, the school system's media collection, classroom collections books (see the definition of library books in policy 3210, Inspection of and Objection to Instructional and teacher selected resources for individual classes Supplementary Materials), periodicals, and audiovisual materials.

### **1. Objectives for Selection of Supplementary Materials**

The procurement of materials must be accomplished in accordance with law, including the First Amendment of the United States Constitution; board educational goals; board purchasing and accounting policies; and established selection guidelines, including the Library Bill of Rights of the American Library Association. The objectives for the selection of supplementary materials are as follows:

- a. to provide a wide range of materials that will enrich and support the curriculum, taking into consideration the individual needs and varied interests, abilities, socio-economic backgrounds, learning styles, and developmental levels of the students served;
- b. to provide materials that will stimulate growth in factual knowledge, literary appreciation, aesthetic values, and ethical standards;
- c. to provide a background of information that will enable students to comprehend their role as citizens in society and to make intelligent judgments in their daily lives;
- d. to provide resources representing various points of view on controversial issues so that students as young citizens may develop, under guidance, the skills of critical thinking and critical analysis;

- e. to provide resources representative of the many religious, ethnic, and cultural groups in our nation and the contributions of these groups to our American heritage; and
- f. to place principle above personal opinion and reason above prejudice in the selection of material of the highest quality in order to ensure a comprehensive collection appropriate for all users.

## 2. Process and Criteria for Selecting Supplementary Materials

The responsibility for the selection of supplementary materials is delegated to the professional staff under the direction of the superintendent and will be made primarily at the school level with the involvement of a school media and technology advisory committee. The committee shall be appointed by the principal and will include teachers and instructional support personnel representing various subject areas and grade levels, parents, and, if on-staff in the school, the library media coordinator and the technology facilitator. Students also should be involved when feasible. Materials purchased with school funds shall be directly approved by the principal. Additionally, the principal shall have the final say on all instructional materials used in the school. Each school receives an instructional materials and supply allocation based on Average Daily Membership. It is the responsibility of the principal and the committee to develop a budget from the available funds that will provide the school with the materials and supplies necessary to carry out its objectives.

The selection process used by the committee will include: (1) an evaluation of the existing collection; (2) an assessment of the available resource and curriculum needs of the school; and (3) consideration of individual teaching and learning styles. In coordinating the selection of resources, the committee should use reputable, unbiased selection tools prepared by professional educators and should arrange, when possible, for firsthand examination of resources to be purchased. When appropriate, the principal or designee shall select representatives to attend state approved ~~textbook~~—instructional materials presentations. When examining proposed materials, the committee should consider the following factors:

- a. the material's overall purpose, educational significance, and direct relationship to instructional objectives and the curriculum and to the interests of the students;
- b. the material's reliability, including the extent to which it is accurate, authentic, authoritative, up-to-date, unbiased, comprehensive, and well-

balanced;

- c. the material's technical quality, including the extent to which technical components are relevant to content and consistent with state-of-the-art capabilities;
- d. the material's artistic, literary, and physical quality and format, including its durability, manageability, clarity, appropriateness, skillfulness, organization, and attractiveness;
- e. the possible uses of the material, including suitability for individual, small group, large group, introduction, in-depth study, remediation, and/or enrichment;
- f. the contribution the material will make to the collection's breadth and variety of viewpoints;
- g. recommendations of school personnel and students from all relevant departments and grade levels;
- h. the reputation and significance of the material's author, producer, and publisher; and
- i. the price of the material weighed against its value and/or the need for it.

### 3. Materials Brought in by Teachers

Principals shall establish rules concerning what materials may be brought in by teachers without review. Principals are encouraged to involve teachers in establishing these rules.

## C. REMOVAL OF OUTDATED SUPPLEMENTARY MATERIALS

To ensure that the supplementary media collection remains relevant, the school media and technology professionals, assisted by the media and technology advisory committee, shall review materials routinely to determine if any material is obsolete, outdated, or irrelevant. The school media and technology advisory committee should remove materials no longer appropriate and replace lost, damaged ~~and~~, or worn materials still of educational value. Materials may be removed only for legitimate educational reasons and subject to the limitations of the First Amendment. The superintendent may establish regulations that provide additional standards for removing supplementary materials to meet the educational needs of the school system. Requests by parents to remove supplementary media materials

due to an objection to the materials will be reviewed pursuant to policy 3210, Parental Inspection of and Objection to Instructional and Supplementary Materials.

**D. ACCEPTANCE OF GIFT MATERIALS**

Supplementary materials offered as a gift will be reviewed pursuant to the criteria outlined in this policy; policy 8220, Gifts and Bequests; and any regulations established by the superintendent. Gift material may be accepted or rejected by the board based upon such criteria.

**E. CHALLENGES TO ~~TEXTBOOKS AND OTHER INSTRUCTIONAL~~ AND SUPPLEMENTARY MATERIALS**

Challenges to materials will be addressed pursuant to policy 3210, Parental Inspection of and Objection to Instructional and Supplementary Materials.

Legal References: U.S. Const. amend. I; N.C. Const. art. I, § 14; G.S. 115C art. 8 pt. 1; 115C-45, -47, -85.1, -98, -101; *Board of Education v. Pico*, 457 U.S. 853 (1982); State Board of Education Policy TEXT-000; *Impact: Guidelines for North Carolina Media and Technology Programs*, North Carolina Department of Public Instruction (2005); *The Library Bill of Rights*, The American Library Association (1996)

Cross References: Goals and Objectives of the Educational Program (policy 3000), Parental Inspection of and Objection to Instructional and Supplementary Materials (policy 3210), Copyright Compliance (policy 3230/7330), School Improvement Plan (policy 3430), Gifts and Bequests (policy 8220)

Adopted: January 28, 2016

Revised: April 9, 2018 (Legal references only); June 11, 2018; DATE

Replaces: Board policy 4.02.20, Objectives of the Instructional Materials Program, policy 4.02.30, Selection and Adoption of Textbooks, policy 4.02.35, Software Selection, and policy 4.02.40, Selection of Educational Media Resources.

## **PARENTAL INSPECTION OF AND OBJECTION TO INSTRUCTIONAL AND SUPPLEMENTARY MATERIALS**

*Policy Code:*

**3210**

Though the Watauga County Board of Education (the “board”) strives to provide instructional and supplementary materials that will support and enrich the curriculum and enhance student learning, the board recognizes that ~~The board recognizes that despite the opportunity to participate in the selection of materials, parents teachers, and community members still may have concerns about certain instructional and supplementary materials used in the school system. Thus, to further involve parents in the education of their children, t~~The board respects the right of parents also provides opportunities for parents to review instructional and supplementary materials as those terms are defined in policy 3200, Selection of Instructional and Supplementary Materials, and provides a processes for objecting to the use of specific~~parents to use when they object to instructional or supplementary materials.~~

For purposes of this policy, all references to “parent” include a parent, legal guardian, legal custodian, or other caregiver adult authorized to enroll a student under policy 4120, Domicile or Residence Requirements.

### **A. PARENTAL RIGHT TO INSPECT MATERIALS**

Parents may review all instructional and supplementary materials, as defined in policy 3200, Selection of Instructional Materials. ~~Instructional and supplementary materials do not include academic tests or assessments. Parents who would like to inspect and review instructional or supplementary materials should make a request in writing to the principal identifying the instructional materials the parent is seeking to inspect. Within 10 business days of receiving the request, the principal shall either (1) provide access to the requested information or (2) provide an extension notice to the parent that, due to the volume or complexity of the request, access to the information will be provided no later than 20 business days from the date of the parent’s request. Access will be provided by supplying the parent with a copy of the materials or by scheduling a mutually agreeable date and time for the parent to come into the school to review the materials. All materials used in reproductive health and safety education shall be available for review as provided in policy 3540, Comprehensive Health Education Program.~~

### **B. PARENTAL OBJECTIONS TO MATERIALS**

~~Parents may submit an objection in writing to the principal regarding the use of particular instructional materials. The principal may establish a committee to review the objection. While input from the community may be sought, the board believes professional educators are in the best position to determine whether a particular instructional material is appropriate for the age and maturity of the students and for the subject matter being taught.~~

~~If the principal or the committee determines that any material violates constitutional or other legal rights of the parent or student, the principal or the committee shall either remove~~

~~the material from instructional use or accommodate the particular student and parent. (For religious based objections, also see policy 3510, Religious-Based Exemptions from School Programs.) Before any material is removed, the principal or the committee shall ensure that the curriculum is still aligned with current statewide instructional standards and articulated from grade to grade. If an objection made by a parent or student is not based upon constitutional or legal rights, the principal or the committee may accommodate the objection after considering the effect on the curriculum; any burden on the school, teacher, or other students that the accommodation would create; and any other relevant factors. Books and other instructional materials may be removed from the school media collection only for legitimate educational reasons and subject to the limitations of the First Amendment. The decision of the committee or principal may be appealed to the superintendent. The decision of the superintendent may be appealed to the board.~~

1. Objections to School System Use of Materials

a. Informal Resolution of Concerns

The board encourages informal resolution of concerns regarding instructional or supplementary materials used in the school system. Any parent of a student enrolled in a school in the school system, teacher employed by the board, or resident of the geographic area served by the school system who has concerns about an instructional or supplementary material used in a school is encouraged to bring that concern to the principal before submitting a formal challenge. The board believes that many concerns can be resolved promptly through open communication with school administration.

b. Challenges to Materials

A parent of a student enrolled in a school in the school system, a teacher employed by the board, or a resident of the geographic area served by the school system may submit a challenge alleging that a specific instructional or supplementary material is: (1) obscene; (2) inappropriate to the age, maturity, or grade level of the students; or (3) except for library books, not aligned with the standard course of study. The challenge must be submitted in writing to the board. The board will use a community media advisory committee to investigate and evaluate the challenge.

Members of the community media advisory committee will be appointed by the superintendent and include, at minimum: (1) three principals, including a principal from a high school, a middle school, and an elementary school; (2) three teachers, including a teacher from a high school, a middle school, and an elementary school; (3) a parent of a student in high school or middle school and a parent of a student in elementary school; and (4) three school library media coordinators, including a coordinator from a high school, a middle school, and an elementary school.

Within two weeks of the filing of the challenge, the community media advisory committee shall hold a hearing and provide the challengers an opportunity to present their concerns to the committee. The committee may, in the committee's discretion, request additional information on the subject matter at the hearing from experts employed by the school system. Within two weeks of the hearing, the committee shall make a recommendation to the board on whether the challenge has merit and whether the challenged material should be retained or removed as unfit material. The committee's determination will be limited to considerations of whether the material is unfit on the specific grounds of the material being: (1) obscene; (2) inappropriate to the age, maturity, or grade level of the students; or (3) not aligned with the standard course of study.

At the next meeting of the board after the community media advisory committee's recommendation is received, the board will determine whether the challenge has merit and whether the challenged material will be retained or removed as unfit material. The board, at all times, has sole authority and discretion to determine whether a challenge has merit and whether challenged material should be retained or removed. The decision of the board is not appealable.

## 2. Objections to an Individual Student's Use of Materials

### a. Religious-Based Objections

A religious-based objection to an individual student's use of an instructional or supplementary material will be addressed in accordance with policy 3510, Religious-Based Exemptions from School Programs.

### b. Objections to Materials Used in Reproductive Health and Safety Education

If a student's parent objects to the student's use of instructional or supplementary materials used in reproductive health and safety education instruction or in separate instruction on the prevention of STDs, including HIV/AIDS, or the avoidance of out-of-wedlock pregnancy, the parent may opt the student out of participation in the instruction in accordance with policy 3540, Comprehensive Health Education Program.

### c. Objections to the Use of Certain Library Books

Any request by a student's parent that the student be prohibited from borrowing certain library books will automatically be granted. The request must be made in writing to the principal and identify by title the library book(s) that the student may not borrow. For purposes of this policy, library books are defined as electronic, print, and nonprint resources, excluding

~~instructional materials, all instructional materials, other than textbooks, that are available at a school, whether in the~~ held in a formal school library or in a classroom or other space, for independent use by students and school personnel outside of the standard course of study for any grade or course. The titles of all library books at a school may be accessed through a searchable web-based catalog displayed on the homepage of the school's website.

d. Other Objections to an Individual Student's Use of Materials

Even if an instructional or supplementary material is fit for use by most students, a student's parent still may have concerns about that individual student's use of the material. If a student's parent objects to the student using a specific instructional or supplementary material, and the objection does not fall under subsection B.2.a., B.2.b., or B.2.c., above, the parent first should discuss the matter with the student's teacher in an effort to reach a resolution informally. If the parent is not satisfied with the teacher's response, the parent should request an informal review of the matter by the principal. If the parent is not satisfied with the informal review, the parent may file a grievance in accordance with policy 1740/4010, Student and Parent Grievance Procedure. In determining whether to accommodate an objection, school officials shall consider the effect on the curriculum; any burden on the school, teacher, or other students that the accommodation would create; and any other relevant factors.

The superintendent shall develop the necessary administrative procedures to implement this policy.

Legal References: U.S. Const. amend. I; 20 U.S.C. 1232h; N.C. Const. art. I, § 14; *Board of Educ. v. Pico*, 457 U.S. 853 (1982); G.S. 115C art. 8 pt. 1; 115C-45, -47, -76.25(a)(5), -76.35(b), -76.40, -85.1, -98, -98.1, -98.5, -101

Cross References: Parental Involvement (policy 1310/4002), Goals and Objectives of the Educational Program (policy 3000), Curriculum Development (policy 3100), Selection of Instructional and Supplementary Materials (policy 3200), Religious-Based Exemptions from School Programs (policy 3510), Comprehensive Health Education Program (policy 3540), Student and Parent Grievance Procedure (policy 4010), Domicile or Residence Requirements (policy 4120)

Adopted: April 11, 2016

Revised: April 9, 2018 (Legal references only); November 6, 2023; January 12, 2026; DATE

Replaces: Board policy 4.02.40, Selection of Educational Resources, Sections V and VI

## **RELIGIOUS-BASED EXEMPTIONS FROM SCHOOL PROGRAMS**

*Policy Code:*

**3510**

Though students are expected to participate in all required courses and school activities, the Watauga County Board of Education (the "board") supports the free exercise of religion and prohibits discrimination on the basis of religion. The board recognizes that at times a student or a student's parent or guardian may object to a specific classroom discussion, activity, or assigned reading based on religious reasons. The board also recognizes that parents and guardians may want their students excused from school to attend private religious instruction. This policy is designed to provide students, parents, and guardians with a process for seeking religious-based exemptions from school programs.

### **A. RELIGIOUS OBJECTIONS TO CLASSROOM DISCUSSIONS, ACTIVITIES, OR ASSIGNED READINGS**

The curriculum of the school system will be based on the current statewide instructional standards. ~~The Watauga County Board of Education (the "board") and the school administrators, and teachers~~ will exercise their authority to select appropriate materials and teach the curriculum in an effective manner. ~~The board supports the free exercise of religion and prohibits discrimination on the basis of religion. While students are expected to participate in all required courses and school activities, the board recognizes that at times a student or a student's parent or guardian may object to a specific classroom discussion, activity, or assigned reading. This policy is designed to provide students, parents, and guardians with a process for seeking a religious-based exemption for a student from a specific classroom discussion, activity, or assigned reading.~~ To the extent practicable, students, parents, and guardians will be notified in advance of upcoming classroom discussions, activities, and assigned readings.

A student, parent, or guardian may petition to exempt the student from participation in a specific classroom discussion, activity, or assigned reading that the student, parent, or guardian believes would impose a substantial burden on the student's religious beliefs or invade the student's privacy by calling attention to the student's religion. Any request for exemption should be submitted to the superintendent or designee in accordance with the following guidelines.

1. The request must be in writing.
2. The request must specify the discussion, activity, or reading and explain how it would impose a substantial burden on the student's religious beliefs or invade the student's privacy by calling attention to the student's religion.
3. The request may suggest a proposed alternate activity or study.

The superintendent or designee shall review the request in accordance with any constitutional or statutory standards and shall accommodate the request as required by law.

If accommodation is not required by law, the superintendent or designee may choose to accommodate such a request after weighing factors, such as the interest of the child, the impact on other students, and the availability of alternative activities or materials. An appeal of the decision may be made through the student grievance procedure.

If a student is excused from a classroom discussion, activity, or assigned reading, the student will be provided an alternative activity or assignment aligned with the standard course of study.

## **B. RELEASED TIME RELIGIOUS INSTRUCTION**

The principal shall excuse students from school to attend released time religious instruction pursuant to G.S. 115C-407.45 and in accordance with the guidelines described below. For purposes of this policy, released time religious instruction means religious instruction offered by a private entity during the school day. Released time religious instruction is not a part of the school system's educational program or activities and is neither sponsored, supervised, nor controlled by the board. No academic credit will be awarded for a student's participation in released time religious instruction. The school system will not expend state or local funds, excluding any de minimis costs of administering this policy, to facilitate a student attending released time religious instruction.

1. Participation in released time religious instruction is voluntary and may occur only upon the written request of the student's parent or guardian. School system employees shall not encourage or discourage participation.
2. Before a student may participate in released time religious instruction, the student's parent or guardian must provide the principal with a signed copy of the school's consent form. By signing the form, parents and guardians acknowledge that they are responsible for arranging transportation to and from the location where the released time religious instruction will occur. Released time religious instruction by private entities will not be provided on school property except as permitted by policy 5030, Community Use of Facilities.
3. To reduce the amount of instructional time lost and to minimize disruption to school operations, students may be excused for only one hour of released time religious instruction during a school week. Released time religious instruction will not be permitted during: the core classes of mathematics, science, social studies, or English language arts; state-required tests, screenings, or other assessments; or state-required remedial instruction, interventions, or retesting.
4. The student's parent or guardian must provide the principal with written documentation affirming that the student attended religious instruction for each time the student is requesting an excused absence. The student is responsible for making up all missed schoolwork.

Legal References: U.S. Const. amend. I; N.C. Const. art. I, § 14; G.S. 115C-36, -47(33b) and

| (33d), -407.45

| Cross References: Student and Parent Grievance Procedure (policy 1740/4010), Goals and Objectives of the Educational Program (policy 3000), Curriculum Development (policy 3100) Attendance (policy 4400), Community Use of Facilities (policy 5030)

Adopted: August 3, 2015

| Revised: January 12, 2026; DATE

## **REPORTING TO EXTERNAL AGENCIES**

*Policy Code:* **5150/7313**

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**

#### **1. Reporting Obligations of the Superintendent**

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:

- a. 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);
- b. the reason for the resignation of certain licensed employees if the employee's criminal history is relevant to the resignation (see policy 7900, Resignation);
- c. that certain licensed employees, who have been recommended for dismissal, have resigned without the superintendent's written consent (see policy 7900, Resignation);
- d. the status of each driver education instructor (see policy 7300, Staff Responsibilities);
- e. that a driver education instructor has lost the privilege to drive in North Carolina or any other state (see policy 4002, Staff Responsibilities);
- ef. parental involvement information as required by SBE Policy PRNT-002 and G.S. 115C-76.70 (see policy 4002, Parental Involvement);
- eg. 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);
- fh. 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);

- gi. a copy of the Chemical Hygiene Plan (see policy 7265, Occupational Exposure to Hazardous Chemicals in Science Laboratories);
- hj. 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);
- ik. the Watauga County Board of Education's determination of how each alternative school will participate in the State Alternative Schools' Accountability Model (see policy 3470/4305, Alternative Learning Programs/Schools);
- jl. 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);
- km. mental health and student wellness information required by SBE Policy SHLT-003 (see policy 6120, Student Health Services);
- ln. a copy of policy 6140, Student Wellness, if requested (see policy 6140, Student Wellness);
- mo. 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); and
- np. student disciplinary data (see policy 4345, Student Discipline Records).

2. Reporting by Principals and Central Office Personnel of Certain Misconduct by Licensed Employees

- a. Any superintendent, associate superintendent, assistant superintendent, personnel administrator, or principal 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 termination of employment, nonrenewal of an employment contract, suspension without pay, disciplinary action, or resignation shall report the misconduct to the SBE (see Section F of policy 7130, Licensure).

- b. 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 Section F of policy 7130, Licensure).

## **B. NORTH CAROLINA CENTER FOR SAFER SCHOOLS**

The superintendent or designee shall send to the Center for Safer Schools a copy of any threat assessment policies, procedures, or protocols when approved or revised (see policy 1510/4200/7270, School Safety). The superintendent shall also ensure that quantitative data on the activities of all threat assessment teams is reported to the Center for Safer Schools as required (see policy 1510/4200/7270, School Safety).

## **C. LAW ENFORCEMENT**

### **1. Sexual Offense, Child Abuse, or Serious Bodily or Physical Injury of a Child**

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).

### **2. Certain Crimes on School Property**

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 4200/7270-R, Responding to Bomb Threats).

### **3. Sex Offenders**

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).

### **4. School Facilities**

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 4200/7270, School Safety, 5120, Relationship with Law Enforcement, and 9220, Security of Facilities).

**D. 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).

**E. 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).

**F. 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).

**G. 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).

**H. 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 4200/7270, School Safety, and 9220, Security of Facilities).

**I. 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).

**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 4002), School Safety (policy 4200/7270), Responding to Bomb Threats (administrative regulation 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), Staff Responsibilities (policy 7300), 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: February 10, 2025

Revised: February 9, 2026; DATE

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

**A. OPERATIONAL STANDARDS**

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

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

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

#### **B. MEAL CHARGES**

Students who are required to pay for meals are expected to provide payment in a timely manner. The board recognizes, however, that students may occasionally forget or lose their meal money. No adults will be permitted to charge meals or other items in the school cafeteria. No student will be permitted to charge supplemental or a la carte items, including milk.

No student will be deprived a meal ~~nor served an alternate meal~~ due to forgotten or lost money. At no time will a student meal be retrieved once the student has received the tray. The student shall be allowed to eat the meal and the student's account will be charged

accordingly.

If a student meal account has a negative balance, money offered by the student for purchase of supplemental or a la carte items cannot be used to pay against the negative balance without the student's permission.

The school nutrition director and principal shall work jointly to prevent meal charges from accumulating. Every effort will be made to collect all funds due to the school nutrition program on a regular basis and before the end of the school year. This may include but is not limited to sending letters home with students, sending emails to parents and guardians, and sending automated calls to homes. If a parent or guardian regularly fails to provide meal money and does not qualify for free meal benefits, the school nutrition program director shall inform the principal, who shall determine the next course of action. This may include working with the parent or guardian to establish a long-term repayment plan or taking legal steps to recover the unpaid meal charges. Efforts to recover unpaid meal charges should not have a negative impact on the students involved and instead should focus primarily on the adults in the household responsible for providing funds for meal purchases. The principal shall not take any punitive actions against a student for unpaid meal charges. Prohibited punitive actions include requiring a student to work to pay off the debt, withholding a student's records, denying a student a diploma, and prohibiting a student from participating in graduation, class trips, or school-sponsored extracurricular activities or social events.

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

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

Legal References: Child Nutrition Act of 1966, 42 U.S.C. 1771 *et seq.*; National School Lunch Act, 42 U.S.C. 1751 *et seq.*, 2 C.F.R. pt. 200; 7 C.F.R. pt. 210; 7 C.F.R. pt. 215; 7 C.F.R. pt. 220; United States Department of Agriculture Policy Memos SP 46-2016, 47-2016, and 23-2017, available at [https://www.fns.usda.gov/resources?f%5B0%5D=program%3A39&f%5B1%5D=resource\\_type%3A160&keywords=&page=1](https://www.fns.usda.gov/resources?f%5B0%5D=program%3A39&f%5B1%5D=resource_type%3A160&keywords=&page=1); G.S. 115C-47(7), -47(22), -263, -264, -264.1, -426, -450, -522; 147 art. 6E, art. 6G; 16 N.C.A.C. 6H .0104

Cross References: Parental Involvement (policy 1310/4002), Goals of School Nutrition Services (policy 6200), School Meal and Competitive Foods Standards (policy 6230), Goals of the Purchasing Function (policy 6400), Ethics and the Purchasing Function (policy 6401/9100), Federal Grant Administration (policy 8305)

Adopted: March 9, 2015

Replaces: Policy 5.07.90, Charging of School Meals

Revised: May 9, 2016; June 12, 2017; August 14, 2017 and April 9, 2018 (Legal references only); June 11, 2018; April 8, 2019; January 13, 2020; July 26, 2021 (Legal references only); June 30, 2022; December 12, 2022; January 16, 2024; August 11, 2025; July 13, 2026; DATE

The Watauga County Board of Education (the “board”) is the sole entity authorized to execute formal contracts between the school system and any firm or person offering to provide materials, equipment, or services to the school system. Creditors are on notice that the board may choose not to honor contracts entered into by school or school system officials without authority to enter into contracts.

**A. AUTHORIZATION TO ENTER INTO CONTRACTS**

No contract requiring the expenditure of funds may be entered into unless the budget resolution adopted pursuant to policy 8110, Budget Resolution, authorizes the expense and there is a sufficient unencumbered balance to pay the amount to be disbursed. (See policy 6421, Preaudit and Disbursement Certifications.) No contract may be entered into with a restricted company, as listed by the state treasurer in accordance with G.S. 147, art. 6E or 6G, except as permitted by those laws.

Any contract for materials, equipment, or services involving expenditures in excess of \$90,000 must be approved in advance by the board unless provided otherwise in board policy. (Approval requirements for construction and repair contracts are established in policy 9120, Bidding for Construction Work.) The total value of a contract or expenditure shall not be divided to avoid requiring board approval. Unless otherwise prohibited by statute or regulation, the superintendent or designee is authorized to enter into contracts or approve amendments to contracts for materials, equipment, supplies, or services involving amounts up to \$90,000, except board approval is required for contracts and change orders that would result in more than \$90,000 being paid to the same vendor during the same fiscal year or any consecutive 12-month period. Change orders for construction and repair contracts are subject to the requirements of policy 9030, Facility Construction, not this provision.

To provide greater flexibility at the school level, the superintendent also may establish circumstances in which principals may enter contracts involving amounts up to \$5,000. The superintendent, with appropriate involvement of the finance officer, shall establish any procedures necessary to ensure fiscal accountability and reporting by principals who enter into contracts.

At least monthly, the superintendent shall report to the board all contracts and contract amendments approved by the superintendent under this policy that exceed \$30,000.

**B. CONTRACT FORMS**

The board attorney shall review any contract forms developed for use by a school or the school system.

**C. LEASE PURCHASE CONTRACTS**

The finance officer must approve any request to enter lease purchase contracts as authorized by G.S. 115C-528, regardless of the dollar amount. After considering the principal and amount of interest, the superintendent must determine that the lease purchase is a fiscally prudent choice that is consistent with board policy.

The finance officer shall provide the board with periodic reports on lease purchase contracts, including the amount of the principal, interest paid, and the amount of the outstanding obligation.

#### **D. OTHER APPLICABLE POLICIES AND LAWS**

Purchases may be made through the State Division of Purchase and Contract in accordance with the Division's rules and regulations, as authorized by G.S. 115C-522.

All contracts involving construction or repair work or purchase of apparatus, supplies, materials, or equipment must be undertaken in compliance with Chapter 143 of the North Carolina General Statutes, except as provided elsewhere by state law. Contracts must also comply with applicable board policies, including, but not limited to, policies 6430, Purchasing Requirements for Equipment, Materials, and Supplies; 6450, Purchase of Services; 9030, Facility Construction; 9110, Use and Selection of Architects, Engineers, Surveyors, and Construction Managers At Risk; and 9120, Bidding for Construction Work.

All contracts subject to the E-Verify requirement will contain a provision stating that the contractor and the contractor's subcontractors must comply with the requirements of Article 2 of Chapter 64 of the General Statutes.

All contracts for procurement of instructional materials, as defined in policy 3200, Selection of Instructional and Supplementary Materials, must include a clause granting the board the license to produce braille, large print, audiocassette tape, and other accessible copies of instructional materials for use in the school system.

Legal References: G.S. 64, art. 2; 115C-36, -47, -98, -264, -440, -441, -522, -528; 143-49 and art. 8; 147 art. 6E, art. 6G

Cross References: Selection of Instructional and Supplementary Materials (policy 3200), Preaudit and Disbursement Certifications (policy 6421), Purchasing Requirements for Equipment, Materials, and Supplies (policy 6430), Purchase of Services (policy 6450), Budget Resolution (policy 8110), Facility Construction (policy 9030), Use and Selection of Architects, Engineers, Surveyors, and Construction Managers At Risk (policy 9110), Bidding for Construction Work (policy 9120)

Adopted: February 8, 2016

Revised: May 9, 2016; November 14, 2016; March 15, 2018; August 13, 2018; June 8, 2020;  
DATE