May 21, 2026

BUNCOMBE COUNTY DRIVERS ED 2026 – 27 CONTRACT

STATE OF NORTH CAROLINA COUNTY OF BUNCOMBE

THIS CONTRACT made and entered into by and between Buncombe County Board of Education, a body corporate, (hereinafter referred to as "BOARD"), and MOUNTAIN PROFESSIONALS, INC. (hereinafter referred to as "CONTRACTOR"): thus

WITNESSETH:

THAT WHEREAS, pursuant to NCGS §llSC-215, the State Board of Education and State Superintendent of Public Instruction are required to organize and administer a standardized program of driver education to be offered at the public high schools of North Carolina for all qualified persons as defined in NCGS §11SC-215(a).

WHEREAS, NCGS §115C-215(e) requires the State Board of Education to adopt rules to permit local Boards of Education to enter contracts with public or private entities to provide a program of driver education at public high schools.

WHEREAS, in accordance with said statute the State Board of Education has adopted regulations governing driving education at said high schools: said regulations being specifically set forth in Section .0300 entitled "Driver Education" of Title 16 of the North Carolina Administrative Code.

WHEREAS, also in accordance with said statute the State Board of Education has adopted policy governing driving education at said high schools: said policy being specifically set forth in Policy DRIV- 001, DRIV-003, and DRIV-004 entitled Drivers Education of North Carolina State Board of Education Board Policy Manual.Pursuant to the above referenced authorities the Board and contractor agree to the following:

1. TERM OF AGREEMENT
   This agreement shall be in full force and effect for the period commencing July 1, 2026 and ending June 30, 2027. By mutual consent, the terms of this contract may be renewed for a maximum of two (2) years unless terminated by either party.

2. DRIVER EDUCATION PROGRAM FOR ELIGIBLE ENROLLED STUDENTS
   The Contractor shall provide Driver Education in accordance with the State Board of Education policy. The curriculum plan adopted by the Contractor must be the State Department of Public Instruction Curriculum or its equivalent. The Contractor reserves the right to modify said curriculum and program as it deems necessary to meet the educational needs of the students and guidelines of the State of North Carolina. The Board

shall be notified in writing of any modification of said curriculum and program five (5) days prior to such modification stating reasons for the modification.

3. TRAINING PROGRAM FOR STUDENTS WITH DISABILITIES

The Contractor shall provide Driver Education for students with disabilities (IEP/504, deaf, etc.) who are eligible to enroll in the program. Any students with disabilities enrolled in the program will be provided the same curriculum and program as outlined above. Any students needing additional equipment and/or modification of the prescribed program shall be identified before enrollment. They shall be afforded reasonable accommodations or modifications to permit instruction as required by law. The Board shall provide any special controls or equipment needed by a student with a disability at the Boards expense.

4. EQUIPMENT

The contractor shall supply and maintain dual-controlled, automatic transmission automobiles. All vehicles utilized under this Agreement shall comply with all requirements of the DMV. The Contractor shall supply to the Board documentation indicating that the vehicles used in the performance of the Agreement are approved by the DMV. All vehicles used under this Agreement shall be inspected at least once every semester for safety, at the Contractors expense, by a qualified mechanic. The Contractor must keep the vehicle clean both inside and outside at all times. An inspection log shall be maintained for such vehicles showing all data pertinent to each such inspection.

5. MONITORING INSTRUCTION

The Contractor shall allow an authorized representative of the Board to monitor, at reasonable times and places, instruction given in each vehicle utilized pursuant to this Agreement. Board shall notify the contractor of the place and time of inspection.

6. TEXTBOOKS AND MATERIALS

The Board agrees to allow Contractor to use any and all textbooks and materials already owned by the Board. Any damage to textbooks and materials shall be paid for by the responsible student before receiving his/her North Carolina Driver Education Certificate. Contractor shall be responsible for updating and replacing textbooks and materials.

7. CLASS SIZE

Classroom instruction shall be presented to a minimum of thirty (30) students and a maximum of fifty (50) students per session, or minimums/maximums based on any safety protocols. Instruction in the vehicle shall be to a minimum of two (2) students and a maximum of three (3) students per session.

8. INSTRUCTION PER DAY
The program will be reasonably available on a year round basis to all eligible students. The vehicle instruction may be made at time periods as follows:

(1) After school until 9:00 o'clock p.m.;

(2) Saturdays from 8:00 o'clock a.m. to 8:30 o'clock p.m.; and

(3) At other times agreeable to the Board, the Contractor and the eligible student.
(4) The driving time is not to exceed two (2) hours in any one day for any student. The classroom instruction shall not exceed six hours per day per student.

(5) All requirements for qualification of students for enrollment of eligible students including physical examinations and other examinations, evaluations or testing which are now or may hereafter be required shall be done entirely at times other than the regular instructional day of the school and no student shall be requested or required to be absent from a portion of the regular instructional day to comply with any such requirements.

9. INSTRUCTION
All instructors under this Agreement must possess a valid North Carolina driver's license and must have a driving record acceptable to the Board; said driving record must be presented to the Board for its review prior to that person beginning instruction. In addition, all instructors shall:

(1) Hold a driver education certificate issued by the State Board of Education or have certified status according to the minimum standards established by Rule .0302 of the driver training section of Title 16 of the North Carolina Administrative Code. Board preference is instructors being certified as regular classroom teachers, retired or current.

10. LEASING OF CLASSROOMS
The Board herein leases to the Contractor classroom space in Henderson County High School(s) for teaching the classroom portion of this program. Scheduling of the classroom space shall be at times and places to be set by the Contractor and the Board. In accordance with Board of Education policy #5030, The local board shall not charge the contractor any fee for the use of school facilities or vehicles except for damages arising from the negligent,reckless, or intentional acts of the contractor.

11. COORDINATION
The contractor will take responsibility for scheduling students, conducting parent orientation, issuing permits, issuing completion certificates, and coordinating with the Registrar at each school site. The Board shall/will be responsible to provide completion certificates. This coordination will include, but not be limited to periodic meetings, prior to the scheduling of the students, between a representative of the Contractor and a

representative of the Board to determine student scheduling agreeable to both the Contractor and the Board. The Board shall make students available for health and vision screening by Department of Motor Vehicles representatives on a reasonable basis.

12. PERMITS AND CERTIFICATES
All eligible students must obtain either a temporary learner's permit or a restricted instruction permit before they begin behind-the-wheel instruction.

13. PROFICIENCY EXAMINATION
Buncombe County Schools are solely responsible for scheduling and administering a Department of Public Instruction proficiency examination to students who wish to take it. Students who take this test and complete it successfully will be waived from taking the 30 hours of classroom instruction. All students will be required to take the 6 hours of behind-the-wheel instruction.

14. INSURANCE
During the term of the contract, the Contractor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. As a minimum, the contractor shall provide and maintain the following coverage and limits:

(1) Worker's Compensation - The contractor shall provide and maintain Workers Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of $500,000.00, covering all of Contractor's employees who are engaged in any work under the contract.

(2) Commercial General Liability - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of $2,000,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability.

(3) Automobile - Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles, used in connection with the contract. The minimum combined single limit shall be $500,000.00 bodily injury and property damage; $500,000.00 uninsured/underinsured motorist; and $1,000.00 medical payment.

Providing and maintaining adequate insurance coverage is a material obligation of the contractor and is of the essence of this contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The contractor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this contract. The limits of coverage under each insurance policy maintained by the contractor shall not be interpreted as limiting the contractor's liability and obligations under the contract.

15. PAYMENT PROCEDURE FOR ELIGIBLE STUDENTS

The Board shall pay to the Contractor an amount not to exceed the allowed allotment the Board receives from the North Carolina Department of Public Instruction. In addition, the Contractor may collect an amount, not to exceed sixty-five dollars ($65.00) from each eligible student that enrolls in the driver education program. The sixty-five dollar ($65.00) fee shall be collected by the Contractor before enrollment of the behind-the-wheel phase of driver education unless Contractor and student/parent make separate arrangements.

Payment shall be made in twelve equal, monthly installments. In consideration of this payment by the Board, and the sixty-five dollar ($65.00) fee from the student/parent, the Contractor shall provide six hours of behind-the-wheel instruction and thirty hours of classroom instruction for each eligible student enrolling in drivers education qualified under North Carolina Guidelines.

By the 30th of each month, the Contractor shall provide the Board a list of names of the students who receive driver education that month. The Contractor shall be allowed to collect a sixty-five dollar ($65.00) additional payment from eligible students. However, the Board shall not be responsible for any additional payments above the total allotment received from the North Carolina Department of Public Instruction. The Board shall make payment to the Contractor by the tenth day of each preceding month.

16. WAIVER OF STUDENT FEE

Any student fee waived by the Board shall be paid by the Board to the Contractor at time of invoice.

17. HOLD HARMLESS

The Contractor shall hold harmless from all liability and indemnity the Board, its officers and employees against every claim or demand which may be made against the Board, its officers, employees or students, resulting from or arising out of the Contractor's operations under this Agreement, except where the sole cause of such injury or damage is the willful act or omission of an officer, employee, agent or student of the Board.
The Contractor, at its own expense, shall defend any and all legal proceedings that may be brought against the Board, its officers and employees, on any such claim or demand and shall satisfy any judgment that may be rendered against any of them.
Contractor acknowledges that it is not an agent, servant or employee of the Board. Contractor waives all claims for contribution, indemnity, subordination which it or its agents, servants or employees may have against the Board.

18. INDEPENDENT CONTRACTOR

The Contractor, in the performance of this Agreement, shall be and act as an Independent Contractor, its officers, employees and agents shall not be considered officers, employees or agents of the Board. As such, the Contractor agrees to provide all manpower necessary to fully perform all aspects of the Driver Education program. This shall include, but not be limited to, clerical assistance, instructors, and coordinators. Furthermore, except as noted

herein, the Contractor shall have complete control of its employees and instructors and shall make all decisions regarding hiring, promotion, salary, discipline and termination.

19. ASSIGNMENTS

The obligations of the Contractor under this Agreement are not assignable (may not be subcontracted) by the Contractor, either in whole or in part, without the prior written consent of the Board.

20. SCHEDULING OF ELIGIBLE ENROLLED STUDENTS

The scheduling of eligible enrolled students by the Contractor and the Board for thirty (30) hours classroom or six (6) hours behind-the-wheel schedule may include, but is not limited to, the Contractor, the Board and the students. The driving time is not to exceed two (2) hours in any one day for any student. The Contractor will provide the necessary sessions of thirty (30) hours of classroom instruction that are agreeable to Contractor, Board and Students.

21. ONLINE INSTRUCTION

Each student may be allowed to participate in an online Driver Education program offered either through the WRESA Online Driver Education program or directly through Mountain Professionals, Inc. The fees charged for the online program will be in lieu of the above referenced student fee. Participation will be voluntary by the student-parent/guardian, and the student and parent/guardian shall be responsible for registering and meeting the requirements of the selected online program.

22. TERMINATION OF AGREEMENT FOR DEFAULT

If either party defaults in the performance of any of the terms of this Agreement, the non-defaulting party may terminate the Agreement upon thirty (30) days written notice to the other party at the following address:

Buncombe County Board of Education	**Mountain Professionals Incorporated**
175 Bingham Road Asheville, NC 28806	**P.O. Box212 Bakersville, NC 28705**

This Agreement shall automatically terminate in the event of revocation of the license of Contractor which is required by G. S. 20-320 et.seg. Contractor may be terminated from Contract immediately for cause of misconduct.

23. SOLICITATION OF ADDITIONAL BEHIND-THE-WHEEL DRIVER EDUCATION

The Contractor agrees not to solicit students and/or relatives of students to enroll in or purchase behind-the-wheel driver education services or any services or products other than those provided for by this Agreement.

24. ADMINISTRATIVE CODE

Whenever amendments are made to Title 16 of the North Carolina Administrative Code

both the Board and the Contractor are responsible for implementing any modifications in the program necessary to implement these changes. If changes result in added cost to Contractor, a bid adjustment will be negotiated between Contractor and Board.

25. COMPLIANCE WITH OTHER REQUIREMENTS

The Contractor shall comply and continue to comply with all applicable requirements set out in subsection (a), (b), and (c) of Section .0303 of the Department of Motor Vehicle regulation and shall utilize only those instructors who are certified, to the satisfaction of the Board and the Contractor, and who are competent to train students. This information will be maintained by the Contractor and copies provided to the Board.

26. STUDENTS FAILING COURSE

Any student failing the Driver Education program will not be permitted to enroll again as per G. S. 20-88.1. The Contractor is responsible for forewarning students and their parents of this policy and for monitoring it.

27. CONDUCT

The Contractor agrees to enforce in the classroom and vehicle instruction all the policies of the Board and the student handbook regulations of each Buncombe County high school. The Contractor further agrees that all instructors shall conduct themselves in a manner similar to those required of teachers in the Buncombe County School System by the Board. In situations where an instructor does not conduct themselves by the standards required of teachers employed by the Board, at the request of the Board the Contractor shall remove the instructor indefinitely from working with Buncombe County Schools.

28. JESSICA LUNSFORD ACT

Under North Carolina law, all employers of personnel who have direct interaction with students as part of their job must conduct an annual check of such employees 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. As a term of this contract, said annual checks must be performed by the employer and reported to the Superintendent. The Board of Education prohibits any personnel listed on such Registries from having direct interaction with students.

29. DRIVING STUDENTS ON A SINGULAR BASIS

Driver's education teachers will not drive students on a singular basis. We recognize that there may be emergency situations, which develop that would require a teacher to supervise a single student. It would be our expectation that these situations be documented and reported to the school system as exceptions. Under no circumstances should a teacher drive a student without an approved third party present.

30. TERMINATION OF AGREEMENT FOR LACK OF FUNDING

If the NC State Legislature and/or NC State Board of Education, at any point in time, no longer requires that Driver Education be a requirement of the public school system or

fails to provide the necessary funds to the Board to maintain Driver Education, then the Board will have the option to cancel and terminate Agreement with notice to the Contractor

31. E-VERIFY; IRAN DIVESTMENT ACT

The Contractor shall comply with the requirements of G.S. Chapter 64, Article 2 (the "E-Verify Requirements"). The Contractor certifies that it is not listed on the Final Divestment list created by the State Treasurer pursuant to N.C.G.S. §147 -86.58, the Iran Divestment Act of 2015 (S.L. 2015-118). In the event that the Contractor utilizes a subcontractor to perform the services described herein, the Contractor shall require any such subcontractor to comply with the E-Verify Requirements and the Iran Divestment Act. Upon reasonable request by the Board, the Contractor agrees to remove any of its agents or employees working with the Board where such person does not abide by the standards of conduct, policies, and procedures, rules, regulations or otherwise of the Contractor in providing the Services.

IN WITNESS WHEREOF, the Board and the Contractor have caused this Service Agreement Contract to be executed as of the date stated above.

BUNCOMBE COUNTY BOARD OF EDUCATION

BY _____

For the Buncombe County Board of Education Date: _____

MOUNTAIN PROFESSIONALS INC

BY Lee Roy Ludford

For Mountain Professionals, Inc Date: 5/21/26

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

BY Tina Thorpe

Finance Officer Date: 5/27/26