

August 22, 2017

WINSTON-SALEM/FORSYTH COUNTY BOARD OF EDUCATION

AGENDA – August 22, 2017

5 p.m. – Closed Session

6:30 p.m. – Open Session

Auditorium

Order of Business	Page
I. Call to Order	
II. Closed Session to Discuss a Personnel Matter in Accordance with Article 21 A of Chapter 11 5C of the N.C. Statutes and to Discuss a Legal Matter	
III. Return to Open Session	
IV. Pledge of Allegiance to the Flag and Invocation	
V. Agenda Review	
VI. Public Comments on Agenda Items	
VII. Discussion Items	
A. Ashley Global Academy Request for SMOD	
B. Alternative Schools Accountability Model	
C. Curriculum Associates (i-Ready) Contract	
D. YMCA of Northwest North Carolina Contract	
E. Building and Grounds Committee Report	
F. Policy Committee Report	
VIII. Action Items	
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L. Consider Approval of Centers for Exceptional Children Agreement Addendum	109
IX. Consent Agenda Items	
A. Approval of Meeting Minutes for August 8, 2017	113
B. Approval of General Personnel Report	119
X. Meeting Open to Public	
XI. Adjournment	

WINSTON-SALEM/FORSYTH COUNTY BOARD OF EDUCATION
Winston-Salem, NC

AGENDA TITLE: Ashley Academy – Dress Code

AGENDA TOPIC: Ashley Academy – Dress Code

BACKGROUND INFORMATION:

The principal and School Improvement Team at Ashley Academy request permission to adopt a student dress code beginning with the 2017-2018 school year.

The mission and purpose of the uniform dress policy is to provide an environment conducive to learning that is free from the distractions caused by inappropriate clothing. It will help the school's students understand that dress is situational and that there are different types of dress for different situations. This uniform policy will send the message that school is about learning.

The school will use multiple ways to inform parents and students of the new policy, i.e. fashion shows, website, and sample clothing.

The school's dress code would require "uniform dress." The proposed uniform dress is:

- Pants: khaki style pants (khaki color only); female students would also have the option of Capri pants or knee length skirts (same style and color). Pants should be fitted at natural waistline, no sagging or baggy pants
- Shirts: navy blue polo style, white Oxford/button down, and no oversized shirts.

The uniform dress will be voluntary for all Ashley Academy students in the 2017-2018 school year. We will move towards making it mandatory for 2018-2019.

As the dress code is very generic, there should be no financial hardship imposed on the school's students. There are, however, always extenuating circumstances and the school's Student Services Department is very adept at addressing those issues as they arise.

We surveyed parents during the 3rd quarter. Approximately 20 surveys were returned, with 80% approval rate. The principal also has been informally surveying perspective parents for next year. Their feedback has been overwhelmingly in support of the uniform dress policy.

The school is very anxious to put this dress code in place on a volunteer basis for this school year, with the goal of making it mandatory for next school year.

SUPERINTENDENT'S RECOMMENDATION:

That the Board of Education approve the deviation in dress code for Ashley Academy.

Proposed Volunteer SMOD for

— Ashley Academy for Cultural & —
Global Studies
2017-2018

Dress for Success Research

- The advantages of school uniforms include fewer distractions, less bullying, and putting an end to offensive displays such as gang symbols (Carpenter, 2012).
- A positive school climate reduces dropouts and fosters youth development, academic achievement, knowledge, skills, and dispositions necessary for students to be responsible and productive members of society (Cohen. et. Al. 2009).

<http://scholarworks.waldenu.edu/cgi/viewcontent.cgi?article=3352&context=dissertations>





Rationale

- Promote unity
- Minimize distractions and bullying incidents related to clothing
- Bring a level of esteem to the educational environment
- Set the tone for learning in an academy
- Contribute to positive learning environment

WINSTON-SALEM / FORSYTH COUNTY BOARD OF EDUCATION

Winston-Salem, NC

AGENDA TITLE: Alternative Accountability Model Participation

AGENDA TOPIC: Board Approval of Alternative Accountability Model Participation

BACKGROUND INFORMATION:

North Carolina law provides: "As part of its evaluation of the effectiveness of these [alternative] programs, the State Board shall, through the application of the accountability system developed under G.S. 115CM83.15 and G.S. 115C-105.35, measure the educational performance and growth of students placed in alternative schools and alternative programs. If appropriate, the Board may modify this system to adapt to the specific characteristics of these schools." The State Board of Education has modified its system and created several options for accountability models for alternative schools.

In order to participate in the Alternative Schools' Accountability Model, local boards must determine the option for each school eligible to be included in the alternative model. If no option is selected, the eligible schools will participate in the School Performance Grades Option. The four options are:

- **Option A:** Alternative schools may participate in School Performance Grades as defined by G.S. §115CM 83.15 **or**
- **Option B:** Alternative schools may return data/results back to students' home schools and receive no designations (charter schools designated as alternative schools are excluded from this choice), **or**
- **Option C:** Alternative schools may participate in the Alternative Schools' Progress Model, **or**
- **Option D:** An alternative school may propose its own alternative accountability model for approval by the SBE

Staff recommends that the Board elect to use the alternative model stated in Option C.

This decision impacts the following schools:

- Carter High School
- Kingswood School
- Lowrance Middle School
- Main Street Academy
- Children's Center
- Special Children's School

This means that these schools will be evaluated as follows:

- a. Components used in the overall school score:
 - (1) 20% Student Persistence
 - (a) Student Persistence is defined as the percent of alternative students who remain enrolled in any North Carolina public school through the end of the school year.
 - (2) 20% School Achievement
 - (a) The School Achievement component uses the following indicators:
 - 1. End-of-Grade (EOG) English Language Arts/Reading and Mathematics Assessments at Grades 3-8
 - 2. EOG Science Assessments at Grades 5 and 8
 - 3. End-of-Course (EOC) Assessments in Biology, Math I, and English II
 - 4. The ACT
 - 5. ACT WorkKeys
 - 6. 4-Year Graduation Rate
 - 7. 5-Year Graduation Rate
 - 8. Math Course Rigor
 - (3) 60% Growth
 - (a) Growth will be calculated using an alternative growth model developed in conjunction with EVAAS.
- b. A change rating will be assigned to schools comparing their previous year to the current year.
 - (1) Progressing
 - (a) Progressing indicates a change in the school from the previous year by at least +3 points.
 - (2) Maintaining
 - (a) Maintaining indicates a change in the school from the previous year by -2.9 to +2.9 points.
 - (3) Declining
 - (a) Declining indicates a change in the school from the previous year by at least -3 points.

SUPERINTENDENT'S RECOMMENDATION: That the Board of Education approve Option C as the accountability model for the listed schools.

August 7, 2017

TO LEA Superintendents
Charter School Directors

FROM Maria Pitre-Martin, Ph.D. 
Deputy State Superintendent

Tammy L. Howard, Ph.D. 
Director, Accountability Services

ALTERNATIVE ACCOUNTABILITY MODEL OPTIONS 2017–18

At its December 2014 meeting, the State Board of Education (SBE) approved a policy for an alternative schools' accountability model. This policy applies to all alternative schools, including charter schools approved to use the alternative accountability model; Developmental Day Centers; and schools providing special education and related services in public separate settings to students with disabilities who are significantly cognitively delayed, have multiple handicapping conditions, and may also have significant behavioral or sensory integration needs.

Please note, the alternative accountability model is a substitute for School Performance Grades as defined by G.S. §115C-83.15. It is not a substitute for the Every Student Succeeds Act (ESSA) requirements. Schools approved to use the alternative accountability model for School Performance Grades will continue to be evaluated as required by ESSA accountability, in the same way as all other schools, to identify Comprehensive Support and Improvement schools and Targeted Support and Improvement schools.

Schools participating in the 2016–17 Alternative Accountability Model are encouraged to review their selection and resubmit their request for inclusion in 2017–18. These schools may change the option from the previous year. Charter schools submitting a request to participate must be approved to use the alternative accountability model in accordance with State Board Policy [CHTR-020](#). As a reminder, local boards must approve the request at an official board meeting prior to submission to the SBE.

There are four ways to participate in the Alternative Schools' Accountability Model:

- Option A:** Alternative schools may participate in School Performance Grades as defined by G.S. §115C-83.15 **or**
- Option B:** Alternative schools may return data/results back to students' home schools and receive no designations (charter schools designated as alternative schools are excluded from this choice) **or**
- Option C:** Alternative schools may participate in the Alternative Schools' Progress Model **or**

Option D: An alternative school may propose its own alternative accountability model for approval by the SBE.

Developmental Day Centers and schools providing special education and related services, as noted above, may select from Options B, C, or D. The Exceptional Children Division and the Accountability Services Division will review these schools' eligibility criteria and must approve their use of the alternative accountability model.

Local boards of education (LEAs) and charter school boards must approve the option each identified school under their jurisdiction will follow for participation in the Alternative Schools' Accountability Model. For the 2017–18 school year, local boards must report this decision to the North Carolina Department of Public Instruction's Division of Accountability Services by **September 22, 2017**. Charter schools must report this decision to the department one week after approval to use an alternative accountability model under CHTR-020. Option D requests must include an attachment of the proposed model that outlines the criteria for achievement and growth. Charter schools considering using Option D must plan accordingly to ensure achievement and growth data collected will be for the entire year. For schools requesting to use Option D, the requests will be submitted to the SBE for review and approval at the October SBE meeting. Charter schools approved to use Option D after the October SBE meeting must ensure they have been collecting data from the beginning of the 2017–18 school year.

Attached to this memo are (1) a description of the four options to participate in the Alternative Schools' Accountability Model and (2) a form that LEAs/charters must use to report the options selected for their schools. Please complete and submit the attached form with the appropriate signatures, and for schools selected for Option D, attach the school's proposal ensuring that it includes the criteria for achievement and growth.

All completed and signed forms with any attachments must be faxed (919-807-3772) or emailed (curtis.sonneman@dpi.nc.gov) to the attention of Curtis Sonneman by September 22, 2017. If you have questions or need further clarification regarding information contained within this memo, please contact your Regional Accountability Coordinator.

MPM/TLH/cjs

c: Mark R. Johnson, State Superintendent
Lindsey Wakely, Sr. Policy Advisor and Chief Legal Counsel
William Hussey, Director, Exceptional Children
Dave Machado, Director, Charter Schools
Nancy Carolan, Section Chief, Testing Policy and Operations
Curtis Sonneman, Section Chief, Analysis and Reporting
Regional Accountability Coordinators
LEA/Charter Test Coordinators

Attachments

In order to participate in the Alternative Schools' Accountability Model, local boards must determine the option for each school eligible to be included in the alternative model. If no option is selected, eligible schools will participate in the School Performance Grades (Option A).

LEA/Charter Name: _____ **LEA/Charter Number:** _____

1. List the alternative school(s) and the option determined (i.e., A, B, C, or D) by the local board. Include the school code.

School Name	School Code	Option Selected*

* For schools selecting Option D, attach the school's proposal. The proposal must include the criteria for achievement and growth.

2. This document must be faxed or emailed to the attention of Curtis Sonneman at 919-807-3772 or curtis.sonneman@dpi.nc.gov no later than **September 22, 2017**.
3. Sign and date the form.

LEA Superintendent/Charter School Director

Print Name

Signature

Date

LEA/Charter Test Coordinator

Print Name

Signature

Date

Local public schools and charter school boards shall determine the option that each alternative school in their jurisdiction will follow for participation in the Alternative Schools' Accountability Model.

There are four ways to participate in the Alternative Schools' Accountability Model:

1. **Option A.** Alternative schools can participate in School Performance Grades as defined by G.S. §115C-83.15, **or**
2. **Option B.** Alternative schools can return data/results back to students' home schools and receive no designations (approved charter schools are excluded from this choice), **or**
3. **Option C.** Alternative schools can participate in the Alternative Schools' Progress Model, **or**
4. **Option D.** The alternative school may propose its own alternative accountability model for approval by the State Board of Education (SBE).

Option C: Alternative Schools Progress Model

Schools electing to participate in the Alternative Schools' Progress Model will be evaluated as follows:

- a. Components used in the overall school score:
 - (1) 20% Student Persistence
 - (a) Student Persistence is defined as the percent of students enrolling in an alternative school who remain enrolled in any North Carolina public school through the end of the school year.
 - (2) 20% School Achievement
 - (a) The School Achievement component uses the following indicators:
 - (1) End-of-Grade (EOG) English Language Arts/Reading and Mathematics Assessments at Grades 3–8
 - (2) EOG Science Assessments at Grades 5 and 8
 - (3) End-of-Course (EOC) Assessments in Biology, NC Math 1, and English II
 - (4) ACT[®]
 - (5) ACT WorkKeys
 - (6) 4-Year Graduation Rate
 - (7) 5-Year Graduation Rate
 - (8) Math Course Rigor
 - (b) Three (3) years of data will be used for calculating school achievement.
 - (3) 60% Growth
 - (a) Growth will be calculated using an alternative growth model developed in conjunction with EVAAS.
- b. A change rating will be assigned to schools comparing their previous year to the current year.
 - (1) Progressing
 - (a) Progressing indicates a change in the school from the previous year by at least +3 points.
 - (2) Maintaining
 - (a) Maintaining indicates a change in the school from the previous year by -2.9 to +2.9 points.
 - (3) Declining
 - (a) Declining indicates a change in the school from the previous year by at least -3 points.

Option D. The alternative school may propose its own alternative accountability model for approval by the State Board of Education (SBE).

1. The proposed model must include criteria for achievement and growth.
2. A request for Option D must be submitted annually to the SBE for approval at its October meeting.
3. For the 2017–18 school year, all requests for approval of Option D must be submitted to the SBE by September 22, 2017 for review and approval in October.

WINSTON-SALEM/FORSYTH COUNTY BOARD OF EDUCATION
Winston-Salem, NC

AGENDA TITLE: Curriculum Associates Consultant Contract

AGENDA TOPIC: Curriculum Associates Consultant Contract

BACKGROUND INFORMATION:

Multiple schools within the District seek to contract with Curriculum Associates to provide professional consulting services and i-Ready software to support teachers and students in reading and math. This is i-Ready's description of what the software does:

i-Ready is a completely web-based, adaptive Diagnostic assessment and instruction program for both reading and mathematics that provides instant reporting and ongoing growth monitoring. It is built from the Common Core. The valid, reliable, and predictive Diagnostic pinpoints each student's needs down to the sub-skill level for grades K-12. The program then instantly provides instructional support in two ways: First, it provides individualized recommendations, guidance, and tools for teacher-led instruction, all based on students' Diagnostic results. Next, it provides a customized plan of automated, differentiated online instructional lessons for each student based on their Diagnostic results. The combination of teacher-directed instruction and online instructional lessons helps students build their skills most effectively and efficiently. The third component is monitoring. i-Ready provides instant reports to monitor student growth and progress in Online Instruction.

Attached hereto you will find a summary of the 28 schools who seek to contract with Curriculum Associates for 2017-2018 for reading and/or math software, which includes professional development. The WS/FCS previously entered into an initial partnership agreement (also attached) with Curriculum Associates during the 2016-2017 school year and the number of schools using the I-Ready software has increased over the past few years. The summary sheet provides the projected costs for each school, the majority of which will be funded from individual schools' Title I and at-risk funds. For schools using Title I funds, we are asking that the Board's approval be contingent upon approval of the State's Title I funds. It is anticipated that approval may occur in October 2017.

Over the past two years, staff has elected to submit all contract proposals for approval due to the total amount of the contracts. Pursuant to Board Policy 3330, the Board must approve contracts exceeding \$100,000 and contracts with consultants for staff development activities exceeding \$10,000 per workshop or staff development activity. This contract exceeds these thresholds. Staff is seeking Board approval to contract with Curriculum Associates for the work described herein for each of the schools listed.

SUPERINTENDENT'S RECOMMENDATION:

The Board of Education approve consultant contracts with Curriculum Associates for the work described herein.

Date: 08/22/2017

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Summary of i-Ready for Each School, 2017-2018

School	i-Ready Reading	i-Ready Math	Quote Amount
Ashley Academy	Yes	Yes	\$20,707
Clemmons MS	Yes	Yes	\$25,500
Cook ES	No	Yes	\$8,160
Downtown School	Yes	Yes	\$17,365
Easton ES	Yes	Yes	\$24,520
Forest Park ES	Yes	Yes	\$27,480
Gibson ES	Yes	Yes	\$19,915
Griffith ES	Yes	Yes	\$17,365
Hanes Magnet	Yes	No	\$7,902
Jefferson MS	Yes	Yes	\$2,830.50
Jefferson MS	Yes	Yes	\$9,677
Kennedy	Yes	Yes	\$11,585
Kernersville ES	Yes	Yes	\$19,500
Kernersville MS	Yes	Yes	\$7,150
Konnoak ES	Yes	Yes	\$19,915
Lewisville ES	Yes	Yes	\$15,686.25
Meadowlark ES	Yes	No	\$1,500
Middle Fork ES	Yes	Yes	\$18,295
Mineral Springs ES	Yes	Yes	\$14,186.25
Mineral Springs MS	Yes	Yes	\$12,273
Morgan ES	Yes	Yes	\$15,686.25
Paisley MS	Yes	Yes	\$5,100
Petree ES	Yes	Yes	\$12,273
Philo-Hill MA	No	Yes	\$15,686
Rural Hall ES	Yes	Yes	\$15,686.25
Vienna ES	Yes	Yes	\$3,336
Walkertown MS	Yes	Yes	\$17,405
Wiley MS	Yes	Yes	\$19,915
TOTAL SCHOOLS			29



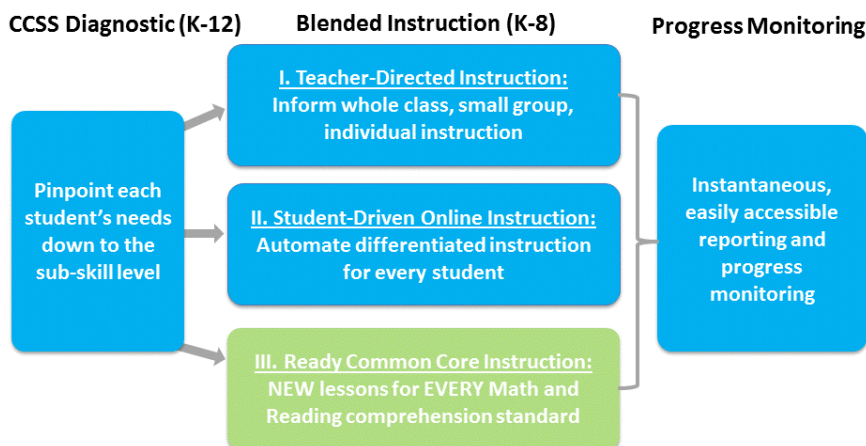
Winston-Salem Forsyth County Schools Partnership Proposal August 17, 2016

Our solution consists of an adaptive diagnostic assessment, fully blended instructional offerings, embedded progress monitoring, and robust instant reporting that work together to provide students and teachers the data-driven, differentiated instruction they need to accelerate learning.

We look forward to the opportunity to forge a long-term partnership with Winston-Salem Forsyth County Schools to support its student achievement goals and its transition to the North Carolina standards. I-Ready Diagnostic & Instruction embodies the philosophy that learning is a continuous cycle of assessment linked to instruction, supporting student achievement in math and reading through a practical, streamlined method:

- Diagnostic: K-12 computer adaptive diagnostic pinpoints individual sub-skill needs in reading and math based on items that were all written from scratch for the common core with results provided via proprietary scale scores, grade-level equivalencies, Lexiles®, Quantiles® and national norms.
- Teacher-Directed Instruction: Instructional recommendations and downloadable lessons plans are automatically delivered, based on the diagnostic results of each student's individual needs.
- Student-Driven Online Instruction: Each student is automatically assigned differentiated online curriculum, based on the diagnostic results of each student's individual needs.

Blended by Design



Professional Development Sessions

Research proves that i-Ready can deliver transformational results for all students. We show you how to unlock i-Ready's potential to engage students in rigorous, standards-aligned learning, support teachers in planning exceptional differentiated instruction, and provide the foundation for leaders to shape school and district cultures where data drives decisions every day.

Years 1-2 Implementation

Starting your i-Ready implementation off with the right support is the best way to get results early and build enthusiasm in your district or school. We offer a standard curriculum for new users that builds a solid foundation for sustained successful implementations.

The Basics of i-Ready - Getting Started: (District/School)

Getting Started with i-Ready is the first step in preparing teachers and instructional coaches to become successful i-Ready practitioners. Participants start by getting to know the i-Ready system itself, exploring the ways they might integrate i-Ready data and reports, tools like Standards Mastery, and resources like online lessons and Tools for Instruction into their classrooms. Given its timing—before the beginning of the school year—this course has a practical focus on Diagnostic administration so that participants can collect the best possible student data from the very start of their implementation and initiate meaningful instruction as soon as Diagnostic results are available.

Data Driven Instruction: (District/School)

Understanding Data is a hands-on session that teaches participants to analyze, interpret, and take action based on their students' Diagnostic results. In addition to diving deep into Diagnostic reports, participants explore additional tools and reports they have at their disposal to track student progress, including gauging students' Online Instruction performance, monitoring their Online Instructional usage, and assessing their knowledge of grade-level content through Standards Mastery (if applicable).

Leadership Best Practices: (District/School)

Leadership Best Practices I provides participants with the essential information they need to get the most out of i-Ready in Year One. Leaders develop a shared understanding of the goals of their i-Ready implementation, and explore how i-Ready can be used to overcome common barriers to student growth and proficiency. They learn how they can most effectively support teachers as they administer the Diagnostic, analyze data, and deliver differentiated instruction informed by critical i-Ready reports. Finally, they develop plans for embedding i-Ready data into district- and school-level planning and decision-making structures.

Site-Based Support Sessions for i-Ready: (School)

Led by a Curriculum Associates Professional Development Specialist, these sessions provide users with tailored on-site support to sustain successful program implementation. Support agendas are crafted with school and/or district leadership, and targeted to focus areas (e.g., subject, grades, priority groups of teachers) as appropriate. We strongly recommend that support days be planned and conducted in partnership with school-based coaches and other implementation leaders in order to build their capacity to support data inquiry and goal tracking on an ongoing basis. Support days typically occur after the start of i-Ready instruction to help teachers and site leaders respond to data and optimize instructional support.

Years 2-3 Implementation

After seeing the early impacts of i-Ready on student learning, you want to continue to build on your successes. We offer a standard curriculum for practicing users designed to increase your capacity to plan and deliver differentiated instruction and deepen your use of data in decision-making.

Instructional Planning

Instructional Planning prepares participants to maximize student growth by leveraging i-Ready data and reports to plan and deliver rigorous teacher-led differentiated instruction. This course emphasizes the importance of using tools like the Instructional Grouping Profile and resources including the Tools for Instruction—components of the i-Ready program that are, more often than not, underutilized in the early stages of implementation. Participants also reflect on their use of Online Instruction in the prior year and explore best classroom practices for extending usage. Finally, they are given valuable facilitated planning and collaboration time to develop annual and weekly implementation plans for using i-Ready strategically in the coming year.

Leadership Best Practices II

In Leadership Best Practices II, leaders prepare to fine-tune their i-Ready implementations based on the results of the previous year's work. In addition to celebrating successes, participants look at common barriers to an effective deployment of i-Ready, explore how other leaders have overcome similar challenges, and work collaboratively with their colleagues and peers to identify how they can work most effectively to make improvements to their i-Ready implementations. There is a particular focus on putting into practice research that shows students who spend 45 minutes per subject per week on i-Ready have significantly greater gains than peers using i-Ready for less time. Participants leave with an action plan for achieving their implementation goals for the year, including how they intend to encourage teacher i-Ready usage and model using data to drive instructional decisions.

Helping All Learners Succeed

Helping All Learners Succeed is an interactive session designed to support teachers in making immediate plans to turn key Diagnostic results into instructional action. Participants consider the most effective next steps they can take for addressing the shared needs of small groups of students, and identify individual students in need of specific interventions. They also anticipate ways that they will use student monitoring data from tools like Standards Mastery to adjust instruction over the coming weeks. Finally, participants revisit their approach to Online Instruction and fine-tune their strategies for increasing instructional usage.

Site-Based Support Sessions for i-Ready: (School)

Led by a Curriculum Associates Professional Development Specialist, these sessions provide users with tailored on-site support to sustain successful program implementation. Support agendas are crafted with school and/or district leadership, and targeted to focus areas (e.g., subject, grades, priority groups of teachers) as appropriate. We strongly recommend that support days be planned and conducted in partnership with school-based coaches and other implementation leaders in order to build their capacity to support data inquiry and goal tracking on an ongoing basis. Support days typically occur after the start of i-Ready instruction to help teachers and site leaders respond to data and optimize instructional support.



Summary of Implementation Investment

Below is a summary of the implementation options and discounts we have discussed.

- *i-Ready Math Diagnostic & Instruction* for Winston-Salem Forsyth County Schools on an unlimited-use basis.
- Total cost per student, including ALL components required to fully implement i-Ready including software licenses, professional development, and technical support:

i-Ready Diagnostic & Instruction Reading and Math

Site Tier	# of Sites	Enrollment	1 YR
201-350	1	343	\$ 13,400
351-500	4	1,768	\$ 73,600
501-800	11	7,447	\$ 235,400
801-1200	4	3,407	\$ 101,600
TOTAL	20	12,965	\$ 424,000
Software Volume Discount	10%		\$ 386,600

Elementary Schools

Easton, Gibson, Griffith, Hall Woodward, Kernersville, Kimmel Farm, Konnoak, Meadowlark, Middle Fork, Mineral Springs, North Hills, Old Towne, Petree, Rural Hall, Smith Farm

Middle Schools

Clemmons, East Forsyth, Walkertown, Wiley

i-Ready Diagnostic & Instruction Reading OR Math

Site Tier	# of Sites	Enrollment	1 YR
201-350	1	256	\$ 9,000
351-500	1	420	\$ 12,000
501-800	1	516	\$ 13,800
801-1200	2	1,772	\$ 32,400
TOTAL	5	2,964	\$ 67,200
Software Volume Discount	10%		\$ 61,730

Elementary Schools

Cook, Morgan

Middle Schools

Philo, Winston Prep

i-Ready Reading Diagnostic Only

Diagnostic Only	# of Licenses	Students Served	1 YR
Reading	450	450	\$ 2,700
TOTAL	450	450	\$ 2,700
			\$ 2,700

Hanes Middle School

Total: \$451,030

- With i-Ready, our Software-as-a-Service model ensures all enhancements and upgrades (typically, 4-5 releases/year) are provided at no additional cost for the duration of the agreement.
- The summary above includes all costs for the diagnostic in Reading and/or Math plus all professional development.
- Money-back guarantee: All Curriculum Associates' programs are backed by money-back guarantees. If **Winston-Salem Forsyth County Schools** is unhappy with i-Ready for any reason, it will receive a pro-rated refund, reflective of the portion of the agreement unused.

Robin Hadden
NC Representative
pdaniels@cainc.com
704-905-1364

Robbie Pruitt Woody
Regional Vice President
rwoody@cainc.com
919-995-1502

WINSTON-SALEM/FORSYTH COUNTY BOARD OF EDUCATION
Winston-Salem, NC

AGENDA TITLE: Approval of Contract with Bridgetek Solutions, LLC

AGENDA TOPIC: Approval of Contract with Bridgetek Solutions, LLC

BACKGROUND INFORMATION:

The WS/FCS seeks to contract with Bridgetek Solutions, LLC for labor and installation associated with the technology upgrades to schools that were approved in the November 2016 bond referendum. Bridgetek will provide three technicians at a rate of \$280 per day, 5 days a week, to remove old technology and replace with new updated technology equipment. The contract is scheduled to continue for approximately 462 days. The amount of the contract is \$388,080 and will be paid for using 2016 bond funds.

Board Policy 3300 provides that contracts for professional services in excess of \$25,000 and contracts in excess of \$100,000 must be approved by the Board. This contract exceeds those thresholds.

SUPERINTENDENT'S RECOMMENDATION:

The Board of Education approve the attached contract with Bridgetek Solutions, LLC for the work described herein.

Date: 08-22-17

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WINSTON-SALEM/FORSYTH COUNTY SCHOOLS

SC 1 – STANDARD CONTRACT FOR SERVICES

THIS AGREEMENT is made this the 3 day of AUGUST, 2019 by and between Winston-Salem/Forsyth County Board of Education ("WS/FCS"), a public body corporate, and (NAME OF BUSINESS ENTITY/PERSON TO WHOM CHECK WILL BE MADE PAYABLE) **BRIDGETEK SOLUTIONS**, hereinafter referred to as the Contractor, as follows:

WITNESSETH:

1. **Description.** Complete description of services to be provided by Contractor to WS/FCS: Attached
2. **Term.** The term and/or schedule for provision of the Contractor's Services shall commence on (date): September 1, 2017 and shall be completed no later than (date): June 30, 2019, OR on another schedule as described herein: _____.

3. **Consideration.** In consideration of the satisfactory performance and completion of the services described above WS/FCS agrees to pay the Contractor as follows:

- ☐ A FIXED fee of \$0.00 to be billed in one lump sum upon satisfactory completion of the services set forth hereinabove.
- ☐ A VARIABLE fee, not to exceed \$0.00, to be billed in one lump sum upon satisfactory completion of the services set forth hereinabove.
- ☐ A VARIABLE fee, not to exceed \$0.00 for the duration of the contract, to be billed in monthly progress installments until the term of the contract expires or the total value of the contract is reached, whichever comes first.
- ☐ A FLAT MONTHLY fee of \$0.00 per month for a maximum of 0 months, payable upon presentation of an invoice setting forth the date(s) of service and a description of services provided sufficient to determine compliance with this Agreement, the total of all payments not to exceed \$0.00 for the duration of this Agreement.
- ☒ A DAILY fee of \$840.00 per day for a maximum of 462 days payable upon presentation of an invoice setting forth the total days and the specific dates the above-described services were performed and a description of services provided sufficient to determine compliance with this Agreement, the total of all payments not to exceed \$388,080.00 for the duration of this Agreement.
- ☐ An HOURLY rate of \$0.00 per hour for a maximum of 0.00 hours, payable upon presentation of an invoice setting forth the total hours and the specific hours the above-described services were performed and a description of services provided sufficient to determine compliance with this Agreement, the total of all payments not to exceed \$0.00 for the duration of this Agreement.

4. **Reimbursement.** WS/FCS agrees to reimburse the Contractor for the following expenses IN ADDITION TO THE CHARGES IN SECTION 3 ABOVE:

- ☐ Not applicable – No reimbursement of expenses is to be paid, OR expenses are included in basic charges outlined above in Section 3.
- ☐ Mileage at the rate of 0.0 cents per mile (not to exceed IRS-approved maximum).
- ☐ Airfare, not to exceed a total of \$0.00 for the duration of the engagement.
- ☐ Food and lodging, total not to exceed \$0.00 (not to exceed the State Rates for Out-Of-State travel; see schedule)
- ☐ Other reimbursable expenses not to exceed \$0.00. Please describe: _____

5. **Indemnity to Contractor.** The Contractor shall indemnify and hold harmless the WS/FCS against any loss or liability which the WS/FCS may sustain by reason of this Agreement or any liability arising herefrom.

6. **Annual Sex Offender Registry Check.** In accordance with N.C.G.S. § 115C-332.1, Contractor shall annually ensure all employees and/or contracted personnel in direct interaction or contact with WS/FCS students are not listed on the North Carolina and National sex offender registries. Any person listed on such registries shall not be allowed to provide services in the WS/FCS under any circumstances.

7. **Cancellation or Re-scheduling of Services and Termination.** In the event that the Contractor is unable to perform the services described herein due to personal illness, injury or an act of God, the parties agree that WS/FCS, in its discretion, may: (1) re-schedule the services to a future date(s) mutually agreeable to the parties; provided, however, that the services shall be completed no later than June 30, 2019 or (2) cancel the services/event and terminate this agreement.

8. **Termination.** This Agreement may be terminated at any time, with or without cause, by either party upon thirty (30) calendar days written notice to the last known address of the other party. In the event of termination by the Contractor, the Contractor shall, within ten (10) calendar days of the termination, refund any and all sums paid to it by the WS/FCS.

9. **Independent Contractor Status.** It is understood and agreed the Contractor is an independent contractor and not an employee of the WS/FCS. The Contractor understands and agrees it is responsible for payment of all state and federal income taxes, social security taxes and any other taxes that are legally obligated to be paid as a result of the compensation paid and received under this Agreement. The Contractor further understands and agrees it is not eligible to receive any of the employment benefits provided by the WS/FCS to its full time employees, including but not necessarily limited to: Medical and Hospitalization Insurance, Dental Insurance, Life Insurance, Disability Salary Continuation, Retirement Compensation, Annual Leave, Sick Leave, etc.

IN WITNESS WHEREOF, the parties have signed, sealed and delivered in the presence of:

ON BEHALF OF WS/FCS:

By: Kevin Sherrill
 Printed Name: KEVIN SHERRILL
 Title: Chief Technology Officer
 Office Telephone: 336.748.4074
 Maximum Estimated Total Cost of Contract (REQUIRED): \$388,080.00
 Budget Acct# (REQUIRED): 2-9000-669-542

CONTRACTOR: IMPORTANT!

THIS SECTION MUST BE COMPLETE AND ACCURATE.

Federal Tax EIN# (or SS#) of COMPANY OR FIRM: BridgeTek Solutions
 Address: 744 East Stone Ave
 City, St., Zip: Greenville, SC 29601
 AUTHORIZED SIGNATURE: Kelley Turpin
 Printed Name: Kelley Turpin
 Title: VP Of Sales

Call the Winston-Salem/Forsyth County School Board Attorney's Office or the Financial Services Department if you have any questions about the use of this form. (APPROVAL SIGNATURES ON NEXT PAGE.)

Under G.S. 115C-441, contracts which are not properly preaudited by the appropriate financial authority are invalid and may not be enforced.



Winston-Salem Forsyth County Schools

Classroom Technician SOW

8/2/2017

Prepared by: BridgeTek Solutions

Reliable Solutions. Proven Results.



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Winston-Salem Forsyth County Schools
PO Box 2513
Winston-Salem, NC 27102

Dear officials of Winston-Salem/Forsyth County Schools,

We want to thank you for providing BridgeTek Solutions the opportunity to work with your district on your classroom technology project. In this scope of work, the BridgeTek Solutions team has outlined detailed responsibilities for the technicians being contracted by WSFCS for this project. If while reading through this scope of work a question of concern arises, we would appreciate the opportunity to discuss it with you. The BridgeTek team looks working with the district on this project. Thank you for your business.

Sincerely,

Kelley Turpin

Kelley Turpin

kturpin@bridgeteksolutions.com

(704) 517-3002

Enclosure

Executive Summary

While the name is new, the people are not. Founded by industry veterans, BridgeTek Solutions leadership team has over 100 years of combined experience not only in technology, but specifically working with education organizations. By focusing exclusively on the specific needs of the educational community, BridgeTek Solutions staff has delivered effective and affordable technology solutions to the education market for nearly 3 decades.

BridgeTek Solutions understands that Winston-Salem/Forsyth School District desires the assistance of an experienced and certified partner to installation and labor support of classroom technology products in classrooms throughout the district. The organization is looking for a partner who has experience in K12 schools and can provide professional installation services.



Scope of Work

The Winston-Salem/Forsyth County School District is soliciting labor bids for installation of classroom technology equipment. We are seeking bids for two installation technicians. Bids should be based on a daily rate per technician.

Proposals are based on the following criteria:

1. Three installation technicians capable of the following tasks:
 - a. Removal of wall mounted 27-32 inch CRT Televisions with mount (old TVs will be stored onsite)
 - b. Mount interactive panels on classroom walls
 - c. Build mobile stands and mount interactive panels
 - d. Unbox and install USB Webcams on interactive panels
 - e. Unbox and setup mobile sound solutions (Lightspeed Redcat Access)
 - f. Unbox and mount 24" PC monitor on monitor arm attached to collaboration table.
 - g. Mount laptop docking station on existing teacher podium
 - h. Load and unload equipment on box truck
 - i. Removal of jobsite trash and cardboard on onsite dumpsters
 - j. Be able to lift 75lbs
 - k. Other logistical task as specified by WSFCS Technology Project Coordinator
 - l. 8-hour work day

Pricing:

Technician Level I

Individual basic knowledge of audio/visual systems, control systems, AV systems integration, and installation / setup. Typically, this position would not hold any industry technical certifications.

Hourly Rate: \$35.

Daily rate: \$280.

Taxes not included/ based on a 40 hours work week. Anything over 40 hours will be billed at 1.5X

Assumptions and District Requirements

The following assumptions have been made to as part of this scope of services. If any or all of these assumptions are not accurate, the tasks listed, time lines, and cost of the proposal is subject to change.

- Winston Salem/Forsyth County School District will provide adequate workspace while on-site.
- Winston Salem/Forsyth County School District will provide adequate initial training to BTS technicians of setup and system configuration of classroom solution.
- Winston Salem/Forsyth County School District's Project Manager will provide BTS technicians daily schedules. Technicians will report their time on a weekly basis to the Project Manager who will approve time, and forward the approved timesheets to the BTS accounting department weekly. Any hours over forty hours will be billed rate of 1.5x regular hour rate. Project Manager will inspect all installed devices to ensure proper installation as well as identify any safety concerns. Unsatisfactory work or performance should be reported back to the BTS management team immediately and we will work with the Project Manager to either correct the performance or replace the technician.
- Winston Salem/Forsyth County School District will provide security clearance and access to facilities, as required. This includes badges, passwords, access cards, and parking privileges.
- Winston Salem/Forsyth County School District acknowledges that technicians may not be certified to install certain manufacturer's equipment and, if desired, can invest in the technicians for any certifications that may be required. BridgeTek Solutions LLC will not be held responsible for any manufacturer's warranty.
- BridgeTek Solutions Technicians have access to the WSFCS project manager when required to answer questions as required to complete their job tasks.
- Winston Salem Forsyth County Schools will be responsible for any issues that may delay the project and are outside of our control which include but are not limited to: Internet Service Provider disruptions, configuration changes, electrical power interruptions, etc.
- BridgeTek Solutions LLC will try and fulfill requirements of installers living within a one hour radius of Winston-Salem but can't guarantee this requirement. Our installers are accustomed to traveling and being onsite in a timely and professional manner.

Pricing:

Technician Level I

Individual basic knowledge of audio/visual systems, control systems, AV systems integration, and installation / setup. Typically, this position would not hold any industry technical certifications.

Hourly Rate: \$35.

Daily rate for each Technician: \$280 based on a 8 hour day, 5 day work week, or 350.00 based on a 10 hour day, 4 days a week (summer schedule)

Taxes not included

Assumptions and District Requirements

The following assumptions have been made to as part of this scope of services. If any or all of these assumptions are not accurate, the tasks listed, time lines, and cost of the proposal is subject to change.

- Winston Salem/Forsyth County School District will provide adequate workspace while on-site.
- Winston Salem/Forsyth County School District's Project Manager will provide BTS technicians daily schedules. Technicians will report their time on a week basis to the Project Manager who will approve time and forward the approved timesheets to the BTS accounting department weekly. Any hours over forty hours will be billed rate of 1.5x regular hour rate. Project Manager will inspect all installed devices to ensure proper installation as well as identify any safety concerns. Unsatisfactory work or performance should be reported back to the BTS management team immediately and we will work with the Project Manager to either correct the performance or replace the technician.
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Contract Termination

Winston Salem Forsyth County Schools or BridgeTek Solutions LLC can terminate the contract for any reason with 30 days written notice.

Exceptions

BridgeTek Solutions is not responsible for a customer's loss or corruption of data as the customer is responsible for maintaining current backups. Any warranty or service contract does not cover virus infection of any customer system. BridgeTek Solutions liability under this agreement is limited to the correction of any non-conformity in any services, or refund of the purchase price, or refund of specific amounts paid for products or services that fail to conform, at BridgeTek Solutions sole option. Any amounts paid or costs incurred with respect to claims for non-conformity shall in no event exceed an amount equal to the fees paid to us under this agreement for the particular project which gives rise to the claim. No actions, regardless of the form, arising out of this agreement may be brought by the Customer more than one (1) year after the occurrence of the events that gave rise to the cause of actions. The

pricing of all services is based upon this limitation of liability. The customer's sole and exclusive remedy shall be termination of this agreement.

During the terms of this agreement and for a period of one (1) year following the end of this agreement, the Customer shall not offer employment to any employee of BridgeTek Solutions LLC.



Winston-Salem Forsyth County Schools

Classroom Technology Installation/Labor

RFP

05.01.2017

Original

Prepared by: BridgeTek Solutions

Reliable Solutions. Proven Results.



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Winston-Salem Forsyth County Schools
PO Box 2513
Winston-Salem, NC 27102

Dear officials of Winston-Salem/Forsyth County Schools,

We want to thank you for providing BridgeTek Solutions the opportunity to present our proposal response for Classroom Technology Installation and labor. We understand that you have many choices today for a technology partner so we are honored to be considered by your organization. In this proposal, the BridgeTek Solutions team believes you will see how our experience, attention to detail, and dedication to customer support will ensure the success of this project.

If while reading through this proposal a question of concern arises, we would appreciate the opportunity to discuss it with you. The BridgeTek team looks forward to earning your business every day, and is excited to offer this solution response.

Sincerely,

John Semberger



President

jseemberger@bridgeteksolutions.com

(864) 380-2214

Kelley Turpin

kturpin@bridgeteksolutions.com

(704) 517-3002

Enclosure

Executive Summary

While the name is new, the people are not. Founded by industry veterans, BridgeTek Solutions leadership team has over 100 years of combined experience not only in technology, but specifically working with education organizations. By focusing exclusively on the specific needs of the educational community, BridgeTek Solutions staff has delivered effective and affordable technology solutions to the education market for nearly 3 decades.

BridgeTek Solutions understands that Winston-Salem/Forsyth School District desires the assistance of an experienced and certified partner to installation and labor support of classroom technology products in classrooms throughout the district. The organization is looking for a partner who has experience in K12 schools and can provide professional installation services.



About BridgeTek Solutions

Our company culture is total and complete customer service, which is what organizations have come to expect from us while working together in the past. And as we continue to grow and be recognized by industry peers and business partners we vow to always maintain that sense of personal service and responsibility to our customers. Our unique leadership team consists of seasoned veterans experienced in project management, complex technology engineering and consulting services, as well as classroom instructional experts. This group ensures your organization has a partner capable of providing the very best of classroom technology solutions.

School Districts all over the southeast have come to rely on the BridgeTek team and our reputation has been, and will be a team that is focused on customers, listens, and responds. The BridgeTek team has long been known as folks you can trust and depend on.

While Educational Technology is ever changing, the BridgeTek team stands as your reliable and knowledgeable partner and looks forward to serving your organization in the future.

BridgeTek Solutions Vendor Partnerships



classroom. Promethean;

Promethean passionately believes in transforming learning environments through the use of innovative classroom technology that motivates learning and improves student achievement. Our technology solutions produce a seamless interaction between teachers, students and the connected

- Understands that every student and every school is unique and faces different challenges. One size doesn't fit all.
- Goal is to empower educators with the most effective classroom technology that motivates learning and improves student achievement.
- Understands that today's connected classroom is a springboard for the connected world of tomorrow. Educational technology is an inherent part of the collaborative learning process and needs to constantly adapt to fit the rapidly changing education ecosystem.

BridgeTek Solutions is an authorized Promethean Partner and our staff has been serving South Carolina public sector institutions with Promethean solutions for over a decade. Customers who are looking for Promethean classroom technology think of BridgeTek Solutions first.
www.prometheanworld.com/us/english/education/products/interactive-whiteboard-systems

Technical Expertise

Our Experience

BridgeTek Solutions staff is one of the most highly qualified in the Southeast with engineers who are not only certified, but have worked in school districts for years. We not only understand K-12 networks and systems but bring a level of technical competence that no other company can match.

Product	Experience
Audio and Sound Reinforcement Technologies	15 plus years
Video Systems and Other Visual Technologies	15 plus years
Display Solutions including Interactive Displays	15 plus years
Audio/Video Cart and Rack Solutions	15 plus years
Audio/Video Control Systems and Signal Distribution Solutions	10 plus years
Audio Video Technical support including phone and on-site	15 plus years
Infrastructure Switching, Routing, and Wireless Technologies	15 plus years
Support and Contract Services	15 plus years

Our Proposed Solution

Scope of Work

The Winston-Salem/Forsyth County School District is soliciting labor bids for installation of classroom technology equipment. We are seeking bids for two installation technicians. Bids should be based on a daily rate per technician.

Proposals are based on the following criteria:

1. Two installation technicians capable of the following tasks:
 - a. Removal of wall mounted 27-32 inch CRT Televisions with mount (old TVs will be stored onsite)
 - b. Mount interactive panels on classroom walls
 - c. Build mobile stands and mount interactive panels
 - d. Unbox and install USB Webcams on interactive panels
 - e. Unbox and setup mobile sound solutions (Lightspeed Redcat Access)
 - f. Unbox and mount 24" PC monitor on monitor arm attached to collaboration table.
 - g. Mount laptop docking station on existing teacher podium
 - h. Load and unload equipment on box truck
 - i. Removal of jobsite trash and cardboard on onsite dumpsters
 - j. Be able to lift 75lbs

- k. Other logistical task as specified by WSFCS Technology Project Coordinator
- l. 8-hour work day
- m. Installers must live within a one hour radius of Winston-Salem, NC.

Discovery

Project Kick-off Meeting

- Discussion of overall business drivers for project
- Overall summary of the project agenda, guidelines, tasks, time-lines, etc.
- Discussion of everyone's roles and responsibilities
- Discussion of the tasks and required information needed
- Discussion of deliverables that Winston Salem/Forsyth School District will receive
- Creation of detailed task list and prioritization report

Initial Discovery

- Meet with Winston Salem/Forsyth County School District personnel to discuss design and pre-implementation tasks that may be required
- Discuss specific
- features and functionality that the district needs

Pricing:

Technician Level I

Individual basic knowledge of audio/visual systems, control systems, AV systems integration, and installation / setup. Typically, this position would not hold any industry technical certifications.

Hourly Rate: \$35.

Daily rate: \$280.

Taxes not included

Assumptions and District Requirements

The following assumptions have been made to as part of this scope of services. If any or all of these assumptions are not accurate, the tasks listed, time lines, and cost of the proposal is subject to change.

- Winston Salem/Forsyth County School District will provide adequate workspace while on-site.
- Winston Salem/Forsyth County School District will provide adequate initial training to BTS technicians of setup and system configuration of classroom solution.
- Winston Salem/Forsyth County School District's Project Manager will provide BTS technicians daily schedules. Technicians will report their time on a week basis to the Project Manager who will approve time and forward the approved timesheets to the BTS accounting department weekly. Any hours over forty hours will be billed rate of 1.5x regular hour rate. Project Manager will inspect all installed devices to ensure proper installation as well as identify any safety concerns. Unsatisfactory work or performance should be reported back to the BTS management team immediately and we will work with the Project Manager to either correct the performance or replace the technician.
- Winston Salem/Forsyth County School District will provide security clearance and access to facilities, as required. This includes badges, passwords, access cards, and parking privileges.
- Winston Salem/Forsyth County School District acknowledges that technicians may not be certified to install certain manufacturer's equipment and, if desired, can invest in the technicians for any

certifications that may be required. BridgeTek Solutions LLC will not be held responsible for any manufacturer's warranty.

- BridgeTek Solutions Technicians have access to the WSFCS project manager when required to answer questions as required to complete their job tasks.
- Winston Salem Forsyth County Schools will be responsible for any issues that may delay the project and are outside of our control which include but are not limited to: Internet Service Provider disruptions, configuration changes, electrical power interruptions, etc.
- BridgeTek Solutions LLC will try and fulfill requirements of installers living within a one hour radius of Winston-Salem but can't guarantee this requirement. Our installers are accustomed to traveling and being onsite in a timely and professional manner.

Contract Termination

Winston Salem Forsyth County Schools or BridgeTek Solutions LLC can terminate the contract for any reason with 30 days written notice.

Exceptions

BridgeTek Solutions is not responsible for a customer's loss or corruption of data as the customer is responsible for maintaining current backups. Any warranty or service contract does not cover virus infection of any customer system. BridgeTek Solutions liability under this agreement is limited to the correction of any non-conformity in any services, or refund of the purchase price, or refund of specific amounts paid for products or services that fail to conform, at BridgeTek Solutions sole option. Any amounts paid or costs incurred with respect to claims for non-conformity shall in no event exceed an amount equal to the fees paid to us under this agreement for the particular project which gives rise to the claim. No actions, regardless of the form, arising out of this agreement may be brought by the Customer more than one (1) year after the occurrence of the events that gave rise to the cause of actions. The pricing of all services is based upon this limitation of liability. The customer's sole and exclusive remedy shall be termination of this agreement.

During the terms of this agreement and for a period of one (1) year following the end of this agreement, the Customer shall not offer employment to any employee of BridgeTek Solutions LLC.

References:

Clover County School District

Matt Hoffman

Matt.Hoffman@clover.k12.sc.us

(803) 810-8065

"Purchased and installed Promethean Panels in multiple locations".

Spartanburg School District Three

Donnie Elder

dmelder@spartanburg3.org

(864) 279-6000

"Purchased and installed Promethean Panels district wide".

Rock Hill School District Three

Joel Whitesides

JOEL@rhmail.org

(803) 981-1030

"On-site technical support technicians"



The Winston-Salem/Forsyth County School District is soliciting labor bids for installation of classroom technology equipment. We are seeking bids for two installation technicians. Bids should be based on a daily rate per technician. We are requesting that interested parties submit proposals by completing the form. Vendors are highly encouraged to join a Q&A conference call on April 25th at 10:00am by dialing 336.703.6797. Please base all proposals on the following criteria:

1. Two installation technicians capable of the following tasks:
 - a. Removal of wall mounted 27-32 inch CRT Television with mount (old TVs will be stored onsite)
 - b. Mount interactive panels on classroom walls
 - c. Build mobile stands and mount interactive panels
 - d. Install and configure all related software
 - e. Unbox and install USB Webcams on interactive panels
 - f. Unbox and setup mobile sound solution (Lightspeed Redcat Access)
 - g. Unbox and mount 24" PC monitor on monitor arm attached to collaboration table
 - h. Mount laptop docking station on existing teacher podium
 - i. Load and unload equipment on box truck
 - j. Removal of jobsite trash and cardboard to onsite dumpsters
 - k. Be able to lift 75lbs
 - l. Other logistical tasks as specified by WSFCS Technology Project Coordinator
2. *8 hour work day
3. Installers must live within a one hour radius of Winston-Salem, NC

* Initial contract will be for 24 months with the option to extend based on satisfactory performance and workload.

All Proposals should be submitted by May 1, 2017 through the linked form.
<http://bit.ly/wsfclabor>

WS/FCS Technology Bond Labor Proposal

* Required

1. Company Name *

2. Contact Name *

3. Contact Email Address *

4. Contact Phone Number *

5. I understand and agree to the tasks requested and terms and conditions with regard to this RFP. *

Mark only one oval.

☐ YES

☐ NO

6. Based on the stated criteria

(bit.ly/wsfcscriteria) please provide your daily installation technician rate. Please include all associated fees. *

7. Is your company a Historically Under Represented Business?

Mark only one oval.

☐ YES

☐ NO

8. Please attach a link to any additional information you wish to include about your company.

Powered by



Timestamp	Company Name	Contact Name	Contact Email Address	Contact Phone Number	I understand and agree to	Based on the stated criteria	Is your company a Histori	Please attach a link to any
5/1/2017 10:19:42	Encore Technology Group	Danielle Stengel	dstengel@encoretg.com	704-280-1489	YES	\$375 daily rate per technician	NO	Encore will be sending ad
5/1/2017 15:59:11	Southern Shipping LLC	Jarrett Joyce	Shipsouthern@gmail.com	3364624061	YES	216	NO	
5/1/2017 16:22:56	BridgeTek Solutions LLC	Kelley Turpin	kturpin@bridgeteksolution	(704) 517-3002	YES	\$280.00	NO	www.bridgeteksolutions.c
8/12/2017 6:48:38	ConnectView	Mike Murrihead	mmurrihead@connectvie	919-322-0023	YES	350	NO	

**WINSTON-SALEM/FORSYTH COUNTY BOARD OF EDUCATION
WINSTON-SALEM, NORTH CAROLINA**

AGENDA TITLE: Approval of Janitorial Service Contract - The Budd Group

TOPIC: Approval of Janitorial Service Contract – The Budd Group

BACKGROUND INFORMATION:

The WS/FCS has previous contracted with The Budd Group (“Budd”) to provide janitorial services at approximately 20 of our schools. Other schools within the district are serviced by Supreme Maintenance Organization (“SMO”) for custodial services. Staff received bids from Supreme Maintenance Organization and Bud Services to provide custodial services at WS/FCS Transportation facilities, including the Kernersville staging offices, South bus staging offices, TCC mobiles, and all Maintenance buildings.

The bid for SMO was \$65,266 annually. The bid for Budd was \$59,412 annually. We are recommending that the district contract with Budd for janitorial services according to the attached contract.

According to Board Policy 3330, contracts for professional services exceeding \$25,000 must be approved by the Board. This contract exceeds that threshold and, therefore, must be approved.

SUPERINTENDENT'S RECOMMENDATION:

That the Board approve the attached custodial services contract with The Budd Group for the work described therein.

Date: 08.22.17

P:\Law3\Agenda\Agenda - Budd Services (Transportation) 8.22.17.doc

Winston-Salem/ Forsyth County Schools

JANITORIAL SERVICES AGREEMENT

Agreement made and entered into in the State of North Carolina and effective as of the ____ day of August, 2017, by and between The Budd Group, a North Carolina Corporation (hereinafter referred to as “Contractor”) and Winston-Salem/ Forsyth County Schools (hereinafter referred to as “Client”).

Whereas, Contractor is in the business of providing Janitorial Services designed to furnish labor to industrial and healthcare and commercial structures and properties and,

Whereas, Client desires to enter into an agreement with Contractor to provide the Janitorial Services hereinafter set forth to Client’s structures and properties (hereinafter collectively referred to as the “Premises”) located in Forsyth County, North Carolina.

Now, therefore in consideration of the mutual covenants and promises contained herein and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, Contractor and Client agree as follows:

ARTICLE I

Janitorial Services to be Performed

- A. For purposes of this agreement “Janitorial Services” shall mean the provision by Contractor of all services, equipment, materials, supplies, personnel, and training set forth in Articles I through III, inclusive, hereof and in the manner set forth in this agreement.
- B. Contractor shall furnish Janitorial Services personnel and be responsible for the selection and hiring of all persons performing the Janitorial Services required by this agreement, and maintaining all employment and payroll records. Contractor shall possess and maintain all licenses, and insurance coverages as is required.
- C. Contractor will direct its personnel as to the specifications and results of the Janitorial Services to be performed. (Exhibit A)

ARTICLE II

Qualifications for Janitorial Services Personnel

- A. Contractor will ensure that all persons assigned to Janitorial positions have had police record checks.
- B. In accordance with N.C.G.S 115C-332.1, Contractor shall annually ensure all employees and/or contracted personnel in direct interaction or contact with students

enrolled, invited or visiting the Premises are not listed on the North Carolina and national sex offender registries. Any person listed on such registries shall not be allowed to provide Janitorial Services upon the Premises under any circumstances.

ARTICLE III

Provision of Supplies, Materials, and Equipment

- A. Contractor will provide its employees with all equipment necessary to perform the required Janitorial Services.
- B. Client shall furnish cleaning supplies, paper towels, toilet tissue, hand soap, small and large trash liners, seat covers, air fresheners, feminine sanitary items, and any other consumable products to be used on-site.
- C. Client shall furnish or designate a telephone on-site for Contractor to use for daily communications and timekeeping purposes.

ARTICLE IV

Compensation for Services

- A. The Budd Group shall employ all labor and management necessary for the operation of this contract and pay employees in accordance with the Fair Labor Standards Act as amended or any other applicable statutes.
- B. Client agrees to pay Contractor according to the pricing summary. (Exhibit B).
- C. The fiscal arrangement set forth in this agreement is based on existing Client conditions (including by way of example population, personnel practices, etc.) and levels of labor cost; federal, state and local excise taxes; minimum wages; and license fees now in effect. In the event of a material change in these items, the fiscal arrangement shall be negotiated to reflect such change upon a mutually agreeable basis.
- D. Price adjustments for any subsequent years will be mutually negotiated between Client and Contractor and will be based on current market conditions and/or changes in the Consumer Price Index – Wage Earners and Clerical Workers (CPI-W) as published by the Department of Labor, Bureau of Labor Statistics.
- E. Client agrees to pay extra for requests beyond the specifications of this agreement.

ARTICLE V

Billings and Payments

- A. Contractor shall invoice Client on the first working day of the month during which the services are to be performed. Payment is due net ten (10) days. All invoices not paid within thirty (30) days of invoice date shall be subject to a delinquency charge of 1.5% per month on all unpaid balances or such lesser rate as may be the maximum rate allowed by law. Client agrees to pay all costs of collection including such reasonable attorneys' fees as may be allowed by law.
- B. Failure to pay the invoice when due shall constitute a default hereunder which shall give Contractor the right to terminate this agreement without notice to Client.

ARTICLE VI

Term

The initial term of this agreement shall be for a period of one year commencing upon approval and shall remain in effect until June 30, 2018. After the initial term, the term shall be automatically renewed for successive periods of twelve (12) months beginning on July 1 of the then current Agreement year and concluding on June 30 of the following calendar year. Either party has the right not to renew this services agreement by giving the other party notice to that effect no later than May 1 of the then current calendar year.

ARTICLE VII

Termination

If either Client or Contractor, herefor known as the Offending Party, breaches their obligations under this services agreement, the other party (the "Offended Party") shall give the Offending Party a written notice which shall specify the displeasure of service and nature of the breach. After receipt of notice, the Offending Party shall then have thirty (30) days to remedy the breach for which such notice is given. If, at the end of such thirty (30) day period, the Offending Party has not cured the breach, the Offended Party may terminate this service contract by giving the Offending Party no less than thirty (30) days written notice of termination.

It is understood that the agreed upon monthly payment schedule may not reflect the actual costs incurred or the value of services provided by Contractor for any particular month. Therefore, upon termination of the contract, cost of services of the portion of the total contract price allocable to Start-up Costs (including labor, supplies and equipment investment) and Specialty Services (i.e. Carpet Cleaning, Stripping & Waxing, etc.) which have already been purchased or performed as of the date of termination shall be paid by Client to Contractor. This pricing will be submitted with the final invoice. If services are terminated on any anniversary date of contract, then no such adjustment will be necessary

ARTICLE VIII

Performance of Contractor

- A. Contractor and Client affirm and agree that they are equal employment opportunity employers and are in full compliance with any and all applicable anti-discrimination laws, rules, and regulations. Client and Contractor may terminate Contractor's employee with or without cause as long as Client and Contractor comply with Federal and State Equal Employment Opportunity Laws, Rules, and Regulations.
- B. If, because of an event of force majeure, as hereinafter defined, either party hereunder is prevented from performing any of its obligations under this agreement, the party experiencing such event of force majeure shall, as soon as practicable and in the exercise of reasonable diligence, serve the other party prompt written notice of existence of force majeure specifying its nature, stating when the force majeure commenced and informing the other party of the effect, if any, the event of force majeure will have on its ability to perform its obligations hereunder. In such case the obligations of the parties shall be suspended or reduced to the extent made necessary by the existence to the event of force majeure. The party notifying the other of the existence to the event of force majeure shall make all reasonable efforts to remove the cause of such force majeure and resume its performance hereunder with all reasonable dispatch.
- C. As used herein, force majeure means any act or cause not within the control of the party whose performance is interfered with and which, by the exercise of reasonable diligence, said party is unable to prevent, including, but not limited to, acts of God, fire, flood, strike or labor disputes over which the affected party has no control, sabotage, riots, civil commotion, acts of any civil or military authority, wars or hostilities between any nations and earthquakes.
- D. Contractor agrees to indemnify and hold Client harmless from and against any loss, personal injury and property damage arising out of or in connection with Contractor providing services hereunder and which loss results from the negligence or wrongful acts of Contractor, its employees or agents.
- E. Each party waives any or all rights of recovery against the other party for damage to the premises serviced, or loss to property owned by Client or Contractor occurring as a result of fire or other casualty.
- F. If Client requires Contractor personnel to drive any vehicle during the course of their duties other than their own personal vehicle or a vehicle furnished by Contractor, Client agrees to carry comprehensive fire and theft, collision and liability insurance on Client's vehicles and agrees that it will waive all rights of recovery from Contractor and indemnify and hold harmless and defend Contractor, its agents, servants and employees from any and all losses, liabilities, claims, damages, thefts and expenses which it may suffer or incur for any claims, demands,

actions, suits or causes of action authorized or permitted Contractor or its employees to operate in connection with the services supplied by Contractor.

- G. Contractor is not an insurer, and the amounts payable to Contractor under this agreement are based upon the value of service rendered and are unrelated to the value of Client's property or the property of others. In no event shall Contractor be responsible for any consequential or special damages.

ARTICLE IX

- A. The Contractor shall secure and maintain, for the duration of this agreement, the following coverages:
- A) Workmen's Compensation – Statutory Limits, or a qualified self-insurance program. Employer's Liability – limits of \$100,000 each occurrence.
 - B) Comprehensive Automobile Liability Insurance with limits no less than \$1,000,000 any one accident, CSL, bodily injury, and property damage.
 - C) Comprehensive General Liability, including personal injury liability and contractual liability with limits no less than \$1,000,000 CSL, bodily injury, and property damage; annual aggregate \$2,000,000.
 - D) Umbrella Excess Liability excess of the above liability insurance with per occurrence limits no less than \$5,000,000 combined single limit bodily injury, property damage, and personal injury.
 - E) A crime bond with limits of no less than \$100,000.

ARTICLE X

Contractor, its employees, agents and representatives, and all supervised employees, shall have appropriate access to the premises for the performance of Janitorial Services pursuant to this Agreement.

ARTICLE XI

Client agrees that during the term of this contract and for a period of one (1) year following the termination of this contract not to employ any employee of Contractor, who rendered services in accordance with the terms of this contract to perform the same or similar service work as the type performed by the employee for the customer.

ARTICLE XII

Upon termination of this agreement, whether by expiration of the original term or any extension thereof, or for any reason, Contractor and its employees shall have the right, within

thirty (30) days after such termination to remove from the premises any and all of their equipment and other property.

ARTICLE XIII

It is agreed that Contractor is a professional organization and acts hereunder as an independent Contractor. Client is interested primarily in the results to be achieved by Contractor in its performance under this Agreement. Contractor shall not be considered an agent or employee of Client for any purpose nor shall it represent that it has any power to bind Client or to assume or create any obligation, express or implied, on behalf of Client. Contractor understands and agrees it is responsible for payment of all state and federal income taxes, social security taxes and any other taxes that are legally obligated to be paid as a result of the compensation paid and received under this Agreement. The Contractor further understands and agrees it is not eligible to receive any of the employment benefits provided by Client to its full time employees, including but not limited to; Medical and Hospitalization Insurance, Dental Insurance, Life Insurance, Disability Salary Continuation, Retirement Compensation, Annual Leave and Sick Leave.

ARTICLE XIV

All notices required or permitted to be given hereunder shall be in writing and shall be deemed properly given when delivered in person to the party to be notified or when mailed by United States mail, postage prepaid, or when sent by Western Union Telegraph, to the party to be notified, at its address set forth below, or such other address within the continental United States of America as the party to be notified may have designated prior thereto by written notice to the other:

As to Client:

Mr. Darrell Walker
Assistant Superintendent for Operations
Winston-Salem/ Forsyth County Schools
PO Box 2513
Winston Salem, NC 27102

As to Contractor:

The Budd Group
2325 South Stratford Road
Winston Salem, NC

Attention: Dennis Lloyd

It is understood and agreed that all notices permitted or required by this agreement shall be deemed the official and authorized act of the party sending same if it is signed by the agent or employee of such party whose name appears above or by such agent or employee of that party acting under the former's direction.

ARTICLE XV

Assignment and Binding Effect

Each party hereto binds itself, its successors and assigns to the other party and to the successors and assigns of such other party with respect to all the covenants, agreements and obligations contained in this agreement.

ARTICLE XVI

This agreement contains the entire understanding of the parties with respect to the subject matter hereof and neither it nor its schedules may be changed, modified or amended, in whole or in part, unless in writing and signed by the party to be charged. This agreement shall be interpreted under and governed by North Carolina law.

**WINSTON-SALEM/FORSYTH COUNTY
BOARD OF EDUCATION**

THE BUDD GROUP

Dana Caudill Jones

Name

Title

Title

Date

Date



Exhibit A

The following scope of work is designed for these WSFC Transportation facilities:

Monday – Friday Schedule

Bus Garage, Lansing and TCC Trailer 10:00 PM to 2:00 PM

North Office *5:00 PM to 6:00 PM

South Bus Garage 5:00 PM to 7:00 PM (office area on corner of 109 and Reed St.)

Kernersville *5:00 PM to 6:00 PM

Location Address

Bus Garage 4150 Carver School Rd

Lansing and TCC Trailer 4897 Lansing Dr., Winston-Salem, NC

* North Office 5705 Shattalon Dr., Winston-Salem, NC

South Bus Garage 3470 Thomasville Rd., Winston-Salem, NC

*Kernersville 1411 Brookford Rd, Kernersville, NC

*2x's weekly during the Summer

**Transportation Bus Garage, Carver School Road, North Forsyth Campus Transportation Trailer,
South Bus Lot office, Kernersville Bus Lot office & Maintenance on 4897 Lansing Drive**

Janitorial Cleaning Specifications – Winston-Salem/ Forsyth County Schools

General Cleaning

Empty all waste baskets and trash containers	Daily				
Replace soiled trash liners as needed	Daily				
Dust all horizontal surfaces below 6' high		Weekly			
Dust all vertical surfaces below 6' high		Weekly			
Dust all high ledges, shelves, picture frames, etc.			Monthly		
Dust all baseboards and perform all low dusting not performed on a weekly basis			Monthly		
Clean and sanitize all drinking fountains	Daily				
Sweep or vacuum upholstered furniture			Monthly		
Dust all blinds				1x Year	
Upon completion of cleaning, turn off all lights and lock all doors, as instructed by building management	Daily				

Floor Care – Hard Resilient

Dust mop or sweep	Daily				
Spot mop and remove spillage	Daily				
Damp mop or wet mop		Weekly			
High Speed Corridors			Bi weekly		
Machine scrub and apply floor finish to hard surface floors				1x Year	

Carpet Care

Vacuum all traffic lanes	Daily				
Remove all spots and stains when possible	Daily				
Completely vacuum all carpet including edges		Weekly			
Shampoo High traffic areas				2x Year	
Shampoo and / or extract classrooms, lounges				1x Year	

Restrooms

Polish mirrors and all metal surfaces	Daily				
Clean and disinfect all toilets and urinals	Daily				
Clean and polish wash basins	Daily				
Mop floors using disinfectant	Daily				
Fill soap dispensers, towel and tissue holders	Daily				
Clean partition and ledges		Weekly			
Scrub bathroom floors				2x Year	
Turn off all lights	Daily				
Report all stopped up commodes and leaks	Daily				

Walls, Woodwork and Overhead

Remove handprints from door frames and around light switches	Daily				
Clean air vents and diffusers			Monthly		
Dust light fixtures				2x Year	

Stairwells and Elevators

Stairwells					
Police for debris	Daily				
Sweep or vacuum		Weekly			
Damp mop and dust handrails		Weekly			
Elevators					
Vacuum or mop floors	Daily				
Polish all metal surfaces	Daily				
Vacuum elevator tracks		Weekly			
Polish elevator tracks		Weekly			

Other Requested Operations

Spot clean entrance door glass	Daily				
Spot clean partition glass		Weekly			
Clean partition glass				4x Year	
Clean windows – Inside				1x Year	
Clean windows – Outside					Separate Contract

General Information

- ▶ Papers on desk, filing cabinets, etc., are not to be disturbed by cleaning staff.
- ▶ Cleaning staff will use minimum lights while work is in progress.
- ▶ Cleaning staff turn off lights when nightly cleaning is completed. If applicable, set alarm upon exiting the building.

Additional Services

The Budd Group will provide additional services for Winston-Salem/ Forsyth County Schools over and above the scope of work included in our cleaning program upon request. The cost of these services will be determined according to the scope of work requested. The Budd Group will submit an estimate to Winston Salem Forsyth County Schools for approval before actual work is performed.

- ▶ **Carpet Cleaning:** \$.08 - \$.11 per square foot (\$125 minimum per visit). Pricing depends on amount and density of area to be cleaned.
- ▶ **Additional Strip and wax of VCT:** \$.20 - \$.25 per square foot (\$125 minimum per visit). Pricing depends on amount and density of area to be cleaned.

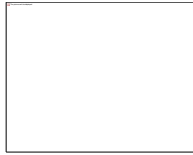


Exhibit B

Pricing & Payment Terms and Conditions

Pricing: The Budd Group shall employ all labor and supervision necessary for operations of this agreement and pay employees in accordance with the Fair Labor Standards Act as amended or any other applicable statutes. The fiscal arrangement set forth in this proposal is based on existing or requested client conditions (personnel requirements, procedures submitted, etc.) and levels of labor cost (wage expectations); commodity cost; federal, state and local payroll taxes; minimum wages, health insurance premiums and requirements; and license fees now in effect.

*The Budd Group agrees to provide services for **Client** according to the following pricing structure.*

Below is the pricing for the services that will represent these locations.

Locations	Monthly Billing	Annual Costs	
Maintenance on Lansing Drive, Transportation, Carver School Road, North Forsyth High Office, South Bus Lot & Kernersville	\$ 4,951.00	\$ 59,412.00	

The following outlines items included in our pricing, items that we feel need more discussion, and our assumptions based on our tour of your campus and the information available to us at this time. We welcome the opportunity to discuss this information in further detail and make any adjustments that are mutually beneficial for both WSFC and The Budd Group.

Equipment: The Budd Group will provide the necessary equipment needed for cleaning Client facilities per the current scope of work in this agreement.

Cleaning Supplies: Pricing includes providing cleaning supplies necessary to perform the required cleaning services per scope of work. This does not include consumable products as listed under consumable products.

Consumable Products: Client will furnish all consumable products to include toilet tissue, paper towels, hand soap, dispensers, seat covers, trash liners (all sizes), air fresheners, feminine sanitary items, sand for ash urns, and any other disposable type items for campus facilities. Contractor will work with Client to inventory items and assist with ordering and stocking of products.

Uniforms: Pricing includes uniforms for employees that will include a polo type shirt and khaki style pants.

Office and storage space: WSFC will furnish office space with telephone and internet hook-up necessary for The Budd Group to use for daily operations. In addition, WSFC will furnish storage space in each building for storage of cleaning equipment and supplies.

Exhibit B (Continued)

Payment Terms: Forty-five (45) days from invoice date (first of the month billing). Payment will be made by the client and remitted to The Budd Group on or before the due date. Any failure to pay an invoice when due shall constitute a default hereunder, which shall give Contractor the right to terminate this agreement without notice to Client. Client agrees to pay all costs of collection, including, but not limited to, attorneys' fees, in connection with the Contractor's collection efforts resulting from past due amounts.

Additional Services: The Budd Group will provide other services for Client above the scope of work included in our cleaning program upon request. The cost of these services will be determined according to the scope of work requested. The Budd Group will submit an estimate to Client for approval before actual work is performed. Below are services and associated pricing for your review.

- ▶ **Carpet Cleaning:** \$.10 - \$.12 per square foot (\$125 minimum per visit). Pricing depends on work process and amount and density of area to be cleaned.
- ▶ **Strip and wax of VCT:** \$.25 - \$.35 per square foot (\$125 minimum per visit). Pricing depends on work process and on amount and density of area to be cleaned.
- ▶ **Weekend/Event Coverage:**
 - Employee: Straight time - \$13.50 per hour. Overtime - \$20.25 per hour.
 - Supervisor: Straight time - \$22.00 per hour. Overtime - \$33.00 per hour.
- ▶ **Holiday Bill Rates:** If services are required during designated holidays, WSFC will give approval prior to services being performed.
 - Employee: Straight time - \$13.50 per hour. Overtime - \$20.25 per hour.
 - Supervisor: Straight time - \$22.00 per hour. Overtime - \$33.00 per hour.
- ▶ **Emergency or Off Peak Services:** Employee - \$20.00 per hour. Supervision - \$35.00 per hour.
- ▶ **Window Washing and Power Washing:** Quote per scope of work.

**WINSTON-SALEM/FORSYTH COUNTY BOARD OF EDUCATION
WINSTON-SALEM, NORTH CAROLINA**

AGENDA TITLE:

**Construction Materials Testing
Lowrance Paisley Replacement
School**

TOPIC: Award of contract for construction materials testing for the construction work at Lowrance-Paisley Replacement School

BACKGROUND INFORMATION:

On construction projects, materials testing is performed to insure that installed materials are prepared and installed in the way in which they were designed. To protect the interest of the owner, this service is contracted and paid by the owner. In preparing the 2016 bond project budgets, monies were earmarked for this service.

WSFCS has solicited and received qualification packages from seven (7) testing firms. For the Lowrance-Paisley project, staff has selected and negotiated hourly rates and project cost with GeoHydro Engineers as a qualifications based selection. GeoHydro performed preconstruction engineering services during the design phase for this project.

A review of the contractors schedule and an analysis of the construction testing services needed has resulted in estimated cost of \$282,392.00 based on the attached Unit Rate Schedule. Testing services for this project include earthwork, asphalt testing, concrete testing, masonry, structural steel, floor flatness, fireproofing and special inspections. This contract amount is within the allocated budget established for this project.

SUPERINTENDENT'S RECOMMENDATION:

The Board of Education enter into a contract with GeoHydro Engineers for construction materials testing per the attached Unit Rate Schedule at a Not to Exceed amount of \$282,392.00.

5.0 UNIT RATE SCHEDULE

FIELD TESTING SERVICES

Soil, Concrete, and Miscellaneous Testing

Engineering Technician, per hour	\$ 40.00
Senior Engineering Technician, per hour	\$ 45.00

NOTE: No minimum charge for technician services

Steel Testing

Visual Weld, Ultrasonic, or Bolt Torque (Technician), per hour	\$ 95.00
Skidmore-Wilhelm Bolt Tension Calibrator., per day	\$ 75.00
Ultrasonic Flaw Detector, per day	\$ 150.00

NOTE 2: (Services other than those noted will be charged at cost plus 15%)

Coring - Pavement or Concrete

Coring Crew (includes equipment rental and diamond bit usage), per hour	\$ 150.00
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Special Field Test Equipment

Floor Flatness Test Equipment, per day	\$ 250.00
"Profometer 4" rebar locator, per day	\$ 150.00
Windsor Probe, per shot	\$ 35.00
Schmidt Hammer, per day	\$ 65.00
Nuclear Density Gauge, per day	\$ 40.00

NOTE: All special field test equipment requires an operator to be billed at the appropriate hourly rate.

PROFESSIONAL CONSULTING SERVICES

Principal Engineer/Geologist, per hour	\$ 105.00
Senior Registered Engineer/Geologist, per hour	\$ 95.00
Registered Engineer/Geologist, per hour	\$ 85.00
Project Manager, per hour	\$ 75.00
Staff Professional, per hour	\$ 75.00
Administrative Assistant, per hour	\$ 35.00

LABORATORY TESTING SERVICES

Soil & Graded Aggregate Base Material

Proctor Compaction Tests	
Standard (ASTM D-698), each	\$ 115.00
Modified (ASTM D-1557), each	\$ 150.00
Atterberg Limits (ASTM D-4318), each	\$ 80.00
Particle Size Analysis w/out Hydrometer (ASTM D422), each	\$ 80.00
Particle Size Analysis with Hydrometer (ASTM D422), each	\$ 115.00
Moisture Content (ASTM D-2216), each	\$ 15.00

Concrete, Grout, Mortar, and Masonry

Cylinders Compressive Strength (ASTM C-39), per cylinder	\$ 13.50
Lab Preparation and Compressive Strength Testing	
Concrete Cores, (ASTM C-42), each	\$ 50.00
Cube Specimens, 2" x 2", (ASTM C-109), each	\$ 11.00
Masonry Grout (ASTM C-1019), each	\$ 19.00
Masonry Prisms (ASTM C 1314), each	\$ 150.00
Concrete Masonry Unit, CMU, (ASTM C 140), each	\$ 140.00

MISCELLANEOUS

Mileage, per mile	\$ 0.60
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● Hourly rates are portal to portal. For services exceeding 8 hours for the same individual within a 24-hr period, multiply unit rates by 1.5.

WINSTON-SALEM/FORSYTH COUNTY BOARD OF EDUCATION
Winston-Salem, NC

AGENDA TITLE: Cobb Pediatric Speech Services Contract

AGENDA TOPIC: Cobb Pediatric Speech Services Contract

The WS/FCS seeks to enter into a contract with Cobb Pediatric Speech Services, Inc. (“Cobb”) for the provision of speech and language therapy, occupational therapy, psychology and other related services for students within the school district. Cobb will also conduct evaluations, generate reports, and make recommendations for services according to the school system evaluation procedures. Under the agreement, the district will pay \$62 per hour for speech language and occupational therapy services, and \$65 per hour for school psychology and physical therapy services. Cobb will assign employees to perform the services described herein as needed, up to 37.5 hours each week per assigned employee. The contract is for an initial term of one year, but may be renewed for additional terms by mutual agreement.

According to Board Policy 3330, contracts for professional services exceeding \$25,000 must be approved by the Board. This contract exceeds this threshold and, therefore, requires Board approval.

SUPERINTENDENT’S RECOMMENDATION:

That the Board of Education approve the attached contract with Cobb Pediatric Speech Services, Inc. for the work described within therein.

Date: 08-22-2017

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SPECIAL CONTRACTUAL AGREEMENT FOR CONSULTATIVE AND/OR TECHNICAL SERVICES

This agreement ("Agreement"), made as of **07/05/2017**, by and between **Cobb Pediatric Speech Services, Inc. d/b/a Cobb Pediatric Therapy Services**, ("Cobb Pediatric"), Tax ID Number 58-2083081, located at 1925 Vaughn Road, Suite 200, Kennesaw, Georgia 30144 and **Winston-Salem Forsyth County Public Schools** ("School System") **P.O. Box 2513, Winston-Salem, NC 27102-2513**, shall be for the services listed below:

1. **Cobb Pediatric Responsibilities.** Cobb Pediatric shall provide the following:
 - Speech and language therapy, occupational therapy, physical therapy and/or school psychology services ("Services") in a satisfactory and proper manner as determined by the national licensing board and in keeping with any attached specifications.
 - Cobb Pediatric therapists and/or psychologists assigned to School System ("Assigned Employee(s)") shall conduct comprehensive evaluations, make recommendations to the School System representatives, and provide Services, according to the procedures of the School System, as communicated by the School System.
 - In accordance with School Board policy and administrative regulations, any and all documents produced by Cobb Pediatric in fulfilling this contract are and shall remain the property of the School System.
 - Cobb Pediatric Assigned Employees will not accrue any sick leave or other benefits from School System.
 - Invoices for services will be submitted monthly by Cobb Pediatric. Invoicing shall be based on time submitted to Cobb Pediatric by its therapists via its online timekeeping system.
 - Cobb Pediatric will be responsible for payment of wages to its employees, and applicable payroll taxes, deductions, workers compensation, and all proper insurance. Cobb Pediatric agrees to maintain all payroll records and to withhold and remit all withholding taxes, Social Security taxes, and Medicare taxes, as required by law.
 - Cobb Pediatric will conduct a background screen on all Assigned Employees and will bear the cost of the background screen.
 - Annual Sex Offender Registry Check. In accordance with N.C.G.S. § 115C-332.1, Cobb Pediatric shall annually ensure all employees and/or contracted personnel in direct interaction or contact with WS/FCS students are not listed on the North Carolina and National sex offender registries. Any person listed on such registries shall not be allowed to provide services in the WS/FCS under any circumstances.
2. **School System Responsibilities.** The School System shall provide the following services, data and information to Cobb Pediatric:
 - Sufficient space to conduct Services, access to computers and printers, access to needed systems, programs, and technology, equipment, diagnostic and evaluation tools with protocols, therapeutic instruments and pertinent school records (medical and educational)

will be made available to Cobb Pediatric while at a particular school site: general background information of students will be provided to evaluators prior to scheduled evaluations.

- Upon receipt of properly prepared invoices, payment will be made to Cobb Pediatric within forty-five (45) days of date on invoice.
- If School System desires that Assigned Employees undergo the same background screen procedures as employees of School System, then School System will notify Cobb Pediatric and will either coordinate the completion of this background screen or provide sufficient details for the completion of this background screen.
- School System shall exempt Assigned Employee(s) from bus duty and cafeteria duty.

3. **Contract Term.** Cobb Pediatric shall commence performance of this Agreement on or about **08/01/2017**, and shall complete performance to the satisfaction of the School System, as herein determined, no later than **07/31/2018**.

The contract is for up to 190 days and up to 37.5 hours per week, per Assigned Employee. Actual hours and schedule will be determined by School System and mutually agreed upon prior to the start date for each Assigned Employee. Each Assigned Employee will be paid for pre-planning days, post-planning days and teacher workdays, as determined by School System.

School System shall allow the contract to remain in place for the duration of the **2017-2018** school year. Once Cobb Pediatric has filled a position, School System will not hire directly for that position for the duration of the **2017-2018** school year.

4. **Pricing.** The School System agrees to pay the following hourly rates to Cobb Pediatric for Services provided by Assigned Employee(s):

\$62.00 per hour for Speech Language Therapy and Occupational Therapy Services
\$65.00 per hour for School Psychology and Physical Therapy Services

The hourly rate(s) listed above are inclusive of direct Services and indirect Services such as planning, scheduling, documentation, IEP meetings, evaluations, required staff meetings, parent consults, and intra-district travel time between school locations.

Said payment will be made to Cobb Pediatric for Services provided upon satisfactory completion of work as outlined in this contract.

5. **Termination.** This Agreement may be terminated by either party if either party commits a material breach of any of its obligations under the terms of this Agreement and fails to cure such breach within thirty (30) days following receipt of written notice from the non-defaulting party with the particularities of such breach.

6. **Recruiting Fulfillment.** Cobb Pediatric Therapy Services will advertise and recruit for speech language pathologists, occupational therapists, physical therapists, or the respective therapist assistants, as requested by the School System. School System recognizes that Cobb

Pediatric may not be able to locate the type or number of therapists requested by the School System in the time frame requested by the School System. School System may use other individuals or agencies in attempting to fill its therapy and/or psychology vacancies.

7. **Confidential Information.** For purposes of this Agreement, "Confidential Information" shall mean (i) either party's product plans, designs, costs, prices and names, non-published financial information, marketing plans, business opportunities, clients, suppliers, personnel, inventions, past, present and future research and development, all information regarding Cobb Pediatric's Assigned Employee(s) and other employees. School System also agrees that it will use due care and diligence to prevent any unauthorized use or disclosure of such information.

8. Cobb Pediatric expressly disclaims liability for any claim, loss, or liability of any kind whatsoever resulting from:

- a. School System's failure to supervise, control, or safeguard premises, processes, or systems; or, without Cobb Pediatric's express prior written approval, entrusting Assigned Employees with unattended premises, cash, checks, keys, credit cards, merchandise, confidential or trade secret information, negotiable instruments, or other valuables.
- b. School System requesting or permitting Assigned Employees to use any vehicle, regardless of ownership, in connection with the performance of services for School System unless Cobb Pediatric has given its express prior approval in writing.
- c. Promises of increased compensation made by School System to Assigned Therapist(s).
- d. Assigned Employee's resignation or termination prior to the end of the Term.
- e. School System's making substantial changes in the Assigned Employee's job duties or risks without Cobb Pediatric's prior written approval.
- f. Claims by any person based on allegations that School System's business activities damaged the environment.
- g. The conduct of School System's officers, employees, and agents.
- h. Failure by School System to provide Assigned Employees with a safe worksite or to provide information, training, and safety equipment with respect to any hazardous substances or conditions to which they may be exposed at the worksite, whether or not required by law.
- i. Claims for special, indirect, consequential, punitive, or lost profit damages.

9. **Indemnification.** To the extent permitted by law, School System agrees to defend, indemnify, and hold Cobb Pediatric harmless against any and all claims, losses, and liabilities that Cobb Pediatric incurs (including reasonable attorney's fees agreed upon by School System) that are proximately caused by the fault, negligence, gross negligence, or recklessness of School System, or School System's officers, employees, or authorized agents, that arise from School System's breach of this Agreement, that arise from risks inherent in School System's business, or that are expressly disclaimed by Cobb Pediatric as stated above.

Cobb Pediatric will defend, hold harmless, and indemnify School System from any and all claims, suits and liability arising out of or in any way related to this Agreement except to the extent caused by School System's negligence.

10. **Independent Contractor.** Cobb Pediatric will be acting as an independent contractor in performing Services under this Contract, and not as an agent, employee or representative of School System. Accordingly, Cobb Pediatric and its Assigned Employee(s), other employees, agents, representatives or subcontractors will have no right to any School System employee benefits.

11. **Non-solicitation of employees.** During the term of this Agreement and for a period of one (1) year thereafter (collectively the "Prohibited Period"), School System agrees it shall not, directly or indirectly through another person or entity, solicit for employment or employ, whether as an employee or independent contractor, any Assigned Employee or independent contractor of Cobb Pediatric who performed any work in connection with the services provided under this Agreement. School System agrees not to directly or indirectly cause or permit any Assigned Employee assigned to School System by Cobb Pediatric pursuant to this Agreement to transfer to another entity's payroll, or to perform services for School System while on the payroll of any person or firm other than Cobb Pediatric during the term of this Agreement and for a period of one (1) year thereafter. School System acknowledges that Cobb Pediatric will suffer irreparable damage in the event School System violates or threatens to violate this provision of the Agreement, and agrees that in the event of such violation or threatened violation, Cobb Pediatric shall be entitled, in addition to its other remedies, to injunctive relief to restrain such violation(s) by School System and others acting in concert or participation with School System, without the necessity of an injunction bond, and to recover its reasonable attorney's fees incurred in connection with any such injunction proceeding.

12. **Assignment.** Neither party shall have any right or ability to assign or transfer any obligations or benefits under this Agreement except to a successor entity by way of a sale of assets, merger or consolidation without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, either party may assign or transfer any rights to receive payments hereunder.

13. **Notice.** All notices under this Agreement shall be in writing, and shall be deemed given when personally delivered, or five (5) days after being sent by prepaid, certified or registered U.S. mail, or upon receipt after being sent by commercial overnight courier service with tracking capabilities, to the appropriate address set forth below.

14. **Contact for Invoice.** The School System contact name and address to whom Cobb Pediatric will mail the monthly invoice is as follows:

Name Lisa Wood, EC Division
Address P.O. Box 2513
Address _____
City, State, Zip Winston Salem, NC 27102
Phone (336) 727-2083

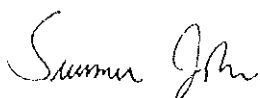
15. **Severability.** In the event that any provision of this Agreement shall be determined to be illegal or unenforceable, such provision will be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.

16. **Attorney's fees.** In any action or proceeding to enforce rights under this Agreement, the prevailing party shall be entitled to recover costs and reasonable attorney's fees.

17. **Entire Agreement.** This Agreement, including all Work Orders hereto, supersedes all proposals, oral or written, all negotiations, conversations, discussions or agreements between or among the parties relating to the subject matter of this Agreement and all past dealing or industry custom.

18. **Governing Law/Selection of Forum.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Georgia. The parties hereby (a) submit to personal jurisdiction in the State of Georgia for any action arising out of or in connection with this Agreement; (b) waive any and all personal rights under the laws of any state to object to jurisdiction within the State of Georgia; and (c) agree that for any cause of action arising out of or in connection with this Agreement, venue is solely proper in any state or federal court within Georgia.

Cobb Pediatric Therapy Services:



Signature

Summer Johnson

Name (printed)

VP Client Development

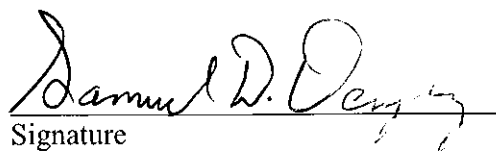
Title

07/07/2017

Date

Atlanta:432857.1

School System:



Signature

Name (printed)

Title

Date

STATE OF NORTH CAROLINA

COUNTY OF FORSYTH

ADDENDUM TO CONTRACT

THIS ADDENDUM TO CONTRACT ("Addendum") is made and entered into this the 7th day of July 2017, by and between Cobb Pediatric Therapy Services ("Contractor") and the WINSTON-SALEM/FORSYTH COUNTY BOARD OF EDUCATION ("WS/FCS").

WHEREAS, the parties have, contemporaneously herewith, entered into an agreement for the provision of certain Healthcare Professionals to provide healthcare services to schools as needed ("Staffing Agreement"); and

WHEREAS, the parties desire to modify the Agreement with additional language to Section 9. **Miscellaneous**.

NOW, THEREFORE, the Agreement is modified by adding the following language to Section 9. **Miscellaneous**:

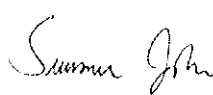
Iran Divestment Act Certification. By signing below, Contractor certifies that, as of the date listed below, it is not on the Final Divestment List as created by the North Carolina State Treasurer, pursuant to N.C.G.S. §143-6A-4. In compliance with the requirements of the Iran Divestment Act and N.C.G.S. §143-6A-5(b), Contractor shall not utilize in the performance of the contract any subcontractor or agency that is identified on the Final Divestment List.

IN WITNESS WHEREOF, the parties have caused this Addendum to be executed by their duly authorized agents as of the date first written above.

ON BEHALF OF:
WINSTON-SALEM/FORSYTH COUNTY
BOARD OF EDUCATION

(Cobb Pediatric Therapy Services)

By: _____

By:  _____

Title: _____

Title: Summer Johnson, VP Client Development

Date: _____

Date: 07/07/2017

WINSTON-SALEM/FORSYTH COUNTY BOARD OF EDUCATION
Winston-Salem, NC

AGENDA TITLE: Amendment and Extension of Agreement with Imprints

AGENDA TOPIC: Amendment and Extension of Agreement with Imprints –
Before/After School Programs

BACKGROUND INFORMATION:

Attached is a proposed Amendment and Extension of Before/After-School Child Care Contract with Imprints to provide before/after school programs at the following schools:

1. Jefferson Elementary School
2. Meadowlark Elementary School
3. Meadowlark Middle School
4. Old Richmond Elementary School
5. Piney Grove Elementary School
6. Rural Hall Elementary School
7. Sherwood Forest Elementary School
8. Smith Farm Elementary School
9. South Fork Elementary School
10. Union Cross Elementary School.
11. Bolton Elementary School
12. Speas Elementary School

The amendment proposes to add Vienna Elementary School to the list of schools at which Imprints will provide before/after school child care services. The amendment also proposes to add Union Cross Elementary School to the list of schools at which Imprints provides summer camp services.

The extension is for the 2017-2018 school year. All other terms of the contract remain the same. The School Attorney has prepared this Amendment and Extension and recommends approval.

SUPERINTENDENT'S RECOMMENDATION:

That the Board of Education approve the attached Amendment and Extension with Imprints to provide before/after-school child care programs for the 2017-2018 school year.

Date: 08-22-2017

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**STATE OF NORTH CAROLINA
COUNTY OF FORSYTH**

**AMENDMENT AND EXTENSION OF
AFTER-SCHOOL CHILD CARE CONTRACT**

THIS AMENDMENT AND EXTENSION OF BEFORE/AFTER-SCHOOL CHILD CARE CONTRACT (the "amendment") is made this the ____ day of August, 2017, by and between IMPRINTS (the "Contractor") and the WINSTON-SALEM/FORSYTH COUNTY BOARD OF EDUCATION (the "Board") (collectively the "Parties").

WITNESSETH:

WHEREAS, the Parties executed a Before/After School Child Care contract effective August 25, 2014 (the "Agreement," attached hereto as Exhibit A), for an initial term of one (1) calendar year whereby the Contractor provides before/after-school child care services within the designated schools operated by the Board ("Board");

WHEREAS, the Parties executed Amendments and Extensions to the Agreement in August 2015 and June 2016;

WHEREAS, Paragraph 3.ii. of the Agreement authorizes the Parties to renew and extend the Agreement annually by mutual written agreement;

WHEREAS, the Contractor and the Board, by mutual agreement, desire to renew and extend the Agreement for the 2017-2018 school year;

NOW, THEREFORE, in consideration of the mutual agreements set forth below and other good and valuable consideration, acknowledged by each of the parties to be satisfactory and adequate, the Contractor and the Board agree as follows:

1. To renew and extend the Agreement for one (1) additional and successive one (1) year term commencing on the 28th day of August 2017, and concluding on the 27th day of August, 2018.
2. To amend all references in the Agreement from the 2014-2015, 2015-2016 and/or 2016-2017 school years to the 2017-2018 school year.
3. To amend Paragraph 1.i. to add Vienna Elementary School to the list of schools at which Contractor will provide before/after school child care service to students enrolled in the WS/FC schools.
4. To amend Paragraph 1.v. to add Union Cross Elementary School to the list of schools at which Contractor shall provide and operate a summer camp from June 2018 through August 2018 (dates to be determined at a later date).

5. To continue in full effect any and all other terms and conditions of the Agreement and subsequent amendments not inconsistent herewith.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first written above.

Imprints

Winston-Salem/Forsyth County
Board of Education

Nikki Byers, Executive Director

Darrell W. Walker, Asst. Superintendent

Attest

Attest

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Exhibit A

**Agreement Between
the Winston-Salem/Forsyth County Board of Education
And
Imprints
For Before and After School Care
Imprints Cares**

This agreement is entered into and effective as of the ___ day of October, 2014, by and between the Winston-Salem/Forsyth County Board of Education (hereafter referred to as the "Board"), and Imprints, a non-profit agency ("Contractor").

1. Duties and Responsibilities of Contractor:

- i. Contractor will provide before and after school child care services to students enrolled in the Winston-Salem/Forsyth County Schools, and participating in the Imprints program at Jefferson Elementary School, Meadowlark Elementary School, Meadowlark Middle School, Old Richmond Elementary School, Piney Grove Elementary School, Rural Hall Elementary School, Sherwood Forest Elementary School, Smith Farm Elementary School, South Fork Elementary School, and Union Cross Elementary School (collectively the "Schools").

Contractor will occupy the cafeteria/gym at each school as the designated space to provide services pursuant to this Agreement on school days between the hours of 6:00 AM and 6:30 PM, when school is not in session. Alternate space may be provided should the designated space be needed for school related functions and may include music room, art room, and computer lab, and classrooms.

- ii. Contractor's program shall include the features, operating hours and costs as described in the Program Overview and others materials developed by Contractor and delivered to Schools (the "Program Materials"). Contractor will provide services for families beginning at the end of the school day on the early release days built into the WS/FCS school calendar.
- iii. Contractor will provide snacks to students in the after-school programs located at the Schools.
- iv. Contractor will be the sole provider of the before and after school care at the Schools.
- v. Contractor shall provide and operate a summer camp at Jefferson Elementary School, Mondays through Thursdays, from June 2015 through July 2015 (dates to be determined at a later date) and Meadowlark Elementary School, Mondays through Thursdays, from July 2015 through August 2015 (dates to be determined at a later date). The Board shall allow the Contractor to occupy the cafeteria, gym, computer lab, playground, and other approved locations at each school as the designated space to provide the summer camp pursuant to this Agreement. Alternate space may be provided should the designated space be needed for school related. Contractor shall pay a rental fee to the Board. Under no circumstances shall Contractor operate any programs in any WS/FCS facility on Fridays during the WS/FCS summer facility closing schedule.

2. Duties and Responsibilities of the Schools:

- i. The Schools will provide the Contractor with access to, and use of, school facilities in a manner reasonable sufficient to permit Contractor to provide the services described in this Agreement. The School shall maintain such facilities in a safe and usable condition, subject to Paragraph 8 of this Agreement.
- ii. The Schools will provide reasonable assistance to Contractor to promote availability of the program described in this Agreement to parents of children attending the Schools, and will allow distribution of Contractor's marketing and recruitment materials approved by the Board in accordance with Board Policy 1325.

3. *Term:*

- i. The term of this agreement is effective as of August 25, 2014, and shall continue for one calendar year.
- ii. This Agreement may be renewed annually thereafter by written agreement of both parties.

4. *Program Fees:*

- i. Contractor will charge a fee per participating child per month, payable at times or intervals set at the discretion of the Contractor. Contractor reserves the right to increase its monthly program fees for the following school years, subject to the approval of the Board, which approval shall not be unreasonably withheld. Contractor may elect to charge additional fees to cover enhanced program offerings, costs of special materials, field trips, late payment charges, NSF fees, late pickup fees and other reasonable charges. The parents or guardians of children participating in the program will be responsible for the payment of all fees charged by Contractor, and the School shall not be responsible for payment of any program fee.
- ii. Contractor will pay the Board the sum certain of Five Hundred and No/100 Dollars (\$500.00) per month, beginning in September and concluding in May of each school year for each school at which the Contractor coordinates and operates before/after school child care programs. Such payment are to be paid to Darrell Walker, Assistant Superintendent of Operations, at the address set forth herein below:

Darrell Walker
Assistant Superintendent of Operations
PO Box 2513
Winston-Salem, NC 27102-2513

- iii. Contractor will pay the Board the total sum certain to Two Thousand and No/100 Dollars (\$2,000.00) for the summer camps conducted at Jefferson Elementary School and Meadowlark Elementary School. Such payment is to be paid to Darrell Walker, Assistant Superintendent of Operations no later than August 1 of the year in which the summer camps are operated.

5. *Termination*

- i. Contractor shall have the right to terminate this Agreement with thirty (30) calendar days prior written notice to the Board in the event that (i) the Board fails to perform any material obligation pursuant to this Agreement after written

notice from the Contractor and a period of thirty (30) calendar days to cure the material default, unless allowing the Board to cure the material default would be unreasonable or impossible in which case the Contractor may terminate the agreement immediately, or (ii) enrollment falls below a level at which Contractor reasonably determines the program may be operated on a profitable basis. The Board shall have the right to terminate this Agreement prior to expiration of the stated term in the event Contractor fails to perform any material responsibility under the terms of the Agreement, provided that prior to termination the Board shall give Contractor written notice and a period of thirty (30) calendar days to cure the material default described in the Board's notice.

- ii. Contractor shall have the right to terminate individual School sites with thirty (30) calendar days prior written notice to the Board in the event that (i) a School fails to perform any material obligation pursuant to this Agreement after written notice from the Contractor and a period of thirty (30) calendar days to cure the material default, unless allowing the Board or School to cure the material default would be unreasonable or impossible in which case the Contractor may terminate the agreement immediately, or (ii) enrollment falls below a level at the School at which Contractor reasonably determines the program may be operated on a profitable basis. The Board shall have the right to terminate the Program at one or more specific School sites prior to expiration of the stated term in the event Contractor fails to perform any material responsibility under the terms of the Agreement, provided that prior to termination the Board shall give Contractor written notice and a period of thirty (30) calendar days to cure the material default described in the Board's notice.

6. *Compliance with Laws:*

Contractor agrees to exercise best efforts to comply in all material respects with any applicable federal, stated, or local laws and regulations in providing the services contemplated by this Agreement, provided the Board shall be solely responsible for ensuring School facilities made available to Contractor for operation of the program comply with all applicable laws related to the use of those facilities for the purposes described in the Agreement, subject to Paragraph 8 hereinbelow.

7. *Notices:*

All notices required or permitted to be given under this Agreement shall be in writing and shall be delivered or sent by hand delivery, recognized overnight courier or registered or certified mail, postage fully prepaid and addressed to the recipient at its address set forth below, or to such other address as a party may by proper notice designate, and in the case of overnight courier one (1) day after deposit with such courier and in the case of mailing four (4) days after deposit in the mail. The parties' notice addresses are as set forth below:

- i. Notice to the Board shall be sent to:
Mr. Darrell Walker
Assistant Superintendent for Operations
Post Office Box 2513
Winston-Salem, North Carolina 27102

With copy to: Ms. Allison Tomberlin
General Counsel
Post Office Box 2513
Winston-Salem, North Carolina 27102

- ii. Notices to Contractor shall be sent to:
Imprints
Attn: Ms. Betty West
502 North Broad Street
Winston-Salem, NC 27101

8. *Maintenance of Property:*

Any School property, including but not limited to books, records and equipment, that is in Contractor's possession shall be maintained by Contractor in good condition and repair, ordinary wear and tear excepted, and shall be returned to School by Contractor upon termination of this Agreement. Any of Contractor's property, including but not limited to books, records, and equipment, that is in the School's possession shall be maintained by the School in good condition and repair, ordinary wear and tear excepted, and shall be returned to Contractor by the School upon termination of this Agreement.

9. *Employment Practices:*

Contractor shall not engage in any employment practices that involve discrimination based on race, creed, color, national origin, age, or sex, or which is in violation of applicable laws concerning the employment of individual with disabilities.

10. *Insurance:*

During the term of this Agreement, Contractor shall maintain comprehensive general liability insurance with limits of not less than \$1,000,000.00. Prior to commencement of performance of the Agreement, Contractor will deliver to the Board a certificate evidencing required insurance coverage, in a form reasonably satisfactory to the Board. Throughout the term of this Agreement, Contractor shall provide an updated certificate of insurance coverage upon expiration of the current certificate.

11. *Affidavit of Employee Criminal Background Check:*

During the term of this Agreement, Contractor shall maintain records to verify that each employee who is engaged or utilized by Contractor to provide child care services pursuant to this Agreement will have undergone a criminal background check. If Contractor hires educators who are employed by the school the school warrants and represents that each current employee has undergone and passed a pre-employment background check sufficient to satisfy disagreement.

12. *Annual Sex Offender Registry Check:*

In accordance with N.C.G.S. § 115C-332.1, Contractor shall annually ensure all employees and/or contracted personnel in direct interaction or contact with WS/FCS students are not listed on the North Carolina and National sex offender registries. Any person listed on such registries shall not be allowed to provide services in the WS/FCS under any circumstances.

13. *Assignment:*

The provisions of the Agreement shall inure to the benefit of and shall be binding upon the respective successors and assigns of the parties hereto, to the extent allowed by law. Any assignment of the Agreement by either party shall not relieve the assigning party from its obligations hereunder unless agreed upon in writing by the other party.

14. *Entire Agreement:*

The parties hereby mutually agree to terminate any and all prior agreements and understandings. This Agreement sets forth the entire agreement between the parties with respect to the subject matter herein and shall govern the respective of duties and obligation of the parties.

15. *Modification of Agreement:*

This agreement may be modified only by written amendment executed by all parties.

16. *Force Majeure:*

No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force of majeure, meaning any act of God, storm, fire, casualty, unanticipated work stoppage strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of government, act of public enemy, or any other cause similar or dissimilar in nature beyond its control.

17. *Governing Law*

The validity, construction and effect of the Agreement and any and all extensions and/or modifications thereof shall be governed by the laws of the State of North Carolina.

18. *Severability*

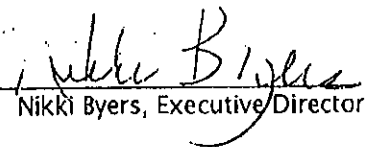
Should any provision of this agreement be declared to be invalid by any court of competent jurisdiction, such provision shall be served and shall not affect the validity of the remaining provisions of this agreement.

IN WITNESS WHEREOF, the authorized representatives of each of the parties, each representing to the other that this Agreement has been duly approved by all required action of the governing body of their represented party and that they have been authorized to execute and deliver this Agreement on behalf of their represented party, have executed this Agreement in the capacities set for below, effective as of the day and year first above written.

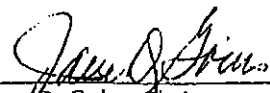
Imprints

Winston-Salem Forsyth County
Board of Education

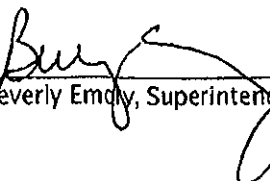
By:


Nikki Byers, Executive Director

By:


Jane D. Goins, Chairman

Attest:


Beverly Emory, Superintendent

WINSTON-SALEM/FORSYTH COUNTY BOARD OF EDUCATION
Winston-Salem, NC

AGENDA TITLE: Renewal and Extension of Agreement with AlphaBEST Education, Inc.

AGENDA TOPIC: Renewal and Extension of Agreement with AlphaBEST Education, Inc. –
After School Programs

BACKGROUND INFORMATION:

Attached is a proposed Renewal and Extension of After-School Child Care Contract with AlphaBEST Education, Inc. AlphaBEST offers after school programming at three WS/FCS locations:

- Clemmons Elementary School
- Middle Fork Elementary School
- Southwest Elementary School

AlphaBEST offers before and after school programming at two additional WS/FCS locations:

- Kimmel Farm Elementary School
- Moore Elementary School

AlphaBEST programs includes assistance with homework, a maker space for activities involving building and engineering, and an emphasis on STEM, arts and entertainment, world languages and culture, and fitness. The renewal proposes no change in service delivery or fee structure for families from the previous year. All other terms of the contract remain the same. The extension is for one calendar year.

SUPERINTENDENT’S RECOMMENDATION:

That the Board of Education approve the attached Renewal and Extension with AlphaBEST Education, Inc. to provide after-school child care programs during the 2017-2018 school year.

Date: 08-22-17

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STATE OF NORTH CAROLINA
COUNTY OF FORSYTH

**RENEWAL AND EXTENSION OF
AFTER-SCHOOL CHILD CARE CONTRACT**

THIS AMENDMENT AND EXTENSION OF AFTER-SCHOOL CHILD CARE CONTRACT (the "Amendment") is made and is effective the ____ day of _____, 2017, by and between ALPHABEST EDUCATION, INC., a North Carolina corporation (the "Contractor") and the WINSTON-SALEM/FORSYTH COUNTY BOARD OF EDUCATION (the "Board")(collectively the "Parties").

WITNESSETH:

WHEREAS, the Parties executed an After School Child Care Contract effective June 18, 2013 (the "Agreement"), for an initial term one year whereby the Contractor provides after-school child care services at schools operated by the Board;

WHEREAS, the Parties executed an Amendment to Agreement (the "Amendment") in August 2013;

WHEREAS, Paragraph 3.iii. of the Agreement authorizes the Parties to renew and extend the Agreement by mutual written agreement;

WHEREAS, the Parties, by mutual agreement, desire to renew and extend the Agreement for the 2017-2018 school year subject to the existing terms and conditions of the Agreement and Amendment, with the expectation that Contractor is not authorized to use any Board facilities on Fridays during the summer months when school is not in session.

NOW, THEREFORE, in consideration of the mutual agreements set forth below and other good and valuable consideration, acknowledged by each of the parties to be satisfactory and adequate, the Contractor and the Board agree as follows.

1. To renew and extend the Agreement and Addendum for one (1) additional and successive one (1) calendar year term commencing on the 1st day of July, 2017, and concluding on the 30th day of June, 2018.
2. Where and if required, parties agree to amend all references in the Agreement and the Amendment from the 2013-2014 and/or 2014-2015 and/or 2015-2016, and/or 2016-2017 school year to the 2017-2018 school year.
3. To continue in full effect any and all other terms and conditions of the Agreement and the Amendment not inconsistent herewith.

IN WITNESS WHEREOF, the parties hereto have executed this Renewal and Extension as of the respective dates first written below.

AlphaBEST Education, Inc.

Winston-Salem/Forsyth County Board of Education

By: _____
Melissa Harper

By: _____
Darrell Walker, Assistant Superintendent

Attest: _____

Exhibit A

AlphaBEST Education, Inc.
Winston Salem Forsyth County Schools
Tuition Rates



Exhibit A

Tuition	2013	2014	2014 2015	2015 2016	2016 2017	2017	2018
Registration	\$	30.00	\$ 30.00	\$ 30.00	\$ 30.00	\$	30.00
5 day B&A	\$	75.00	\$ 75.00	\$ 75.00	\$ 78.00	\$	78.00
3 day B&A	\$	55.00	\$ 55.00	\$ 55.00	\$ 58.00	\$	58.00
5 day After	\$	55.00	\$ 55.00	\$ 55.00	\$ 58.00	\$	58.00
3 day After	\$	40.00	\$ 40.00	\$ 40.00	\$ 45.00	\$	45.00
5 day Before	\$	30.00	\$ 30.00	\$ 30.00	\$ 30.00	\$	30.00
All Day Care	\$	30.00	\$ 30.00	\$ 30.00	\$ 35.00	\$	35.00
10 Visit Punch Pass	\$	120.00	\$ 120.00	\$ 120.00	\$ 130.00	\$	130.00
Sibling Discount 2nd child		10%	10%	10%	10%		10%
FRM Discount		15%	15%	15%	15%		15%
WSFC Employee		25%	\$ 25.00	25%	25%		25%

WINSTON-SALEM/FORSYTH COUNTY BOARD OF EDUCATION
Winston-Salem, NC

AGENDA TITLE: Contract with YMCA of Northwest North Carolina, Inc.

AGENDA TOPIC: Contract with YMCA of Northwest North Carolina, Inc.

BACKGROUND INFORMATION:

The Board of Education has a long standing relationship with the YMCA of Northwest North Carolina, Inc. Attached hereto is a **Cooperative Agreement**, which reflects revisions for the 2017-2018 school year. The programs include the following:

1. 21st Century School Programs at various schools during the school year and during the summer (contingent on funding).
2. Allowance for the YMCA to use our athletic fields and gymnasiums for their athletic programs.
3. Summer learning programs at select schools.
4. Before and after school care programs at select schools during the school year and during the summer.
5. Allowance for WS/FCS to use YMCA pools for high school swim teams.
6. Swimming enrichment programs for selected schools.

SUPERINTENDENT'S RECOMMENDATION:

That the Board of Education approve the attached **Cooperative Agreement** with the YMCA of Northwest North Carolina, Inc. for the 2017-2018 school year.

Date: 8.22.17

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STATE OF NORTH CAROLINA

COOPERATIVE AGREEMENT

COUNTY OF FORSYTH

THIS COOPERATIVE AGREEMENT (the "Agreement") is made and effective this the ____ day of _____, 2017, by and between the WINSTON-SALEM/FORSYTH COUNTY BOARD OF EDUCATION (the "Board"), and the YMCA OF NORTHWEST NORTH CAROLINA, INC. (the "YMCA");

WITNESSETH:

WHEREAS, the Board desires access to the use of certain YMCA programs and facilities for the benefit of the public school students;

WHEREAS, the YMCA desires access to the use of certain Board facilities for the benefit of its youth members, most of whom are public school students;

WHEREAS, both parties to this Agreement have determined that a fair and equitable exchange of facilities and services is mutually beneficial to each;

WHEREAS, the parties have exchanged the use of each other's facilities for many years and wish to renew and extend their agreement with various additions, deletions and amendments;

WHEREAS, the parties entered into an Agreement for the 2016-2017 school year, which this Agreement is intended to terminate and replace; and

NOW, THEREFORE, the parties hereunto make and enter into this agreement upon the following terms and conditions:

I. Term:

- A.** The term of this Agreement is one (1) calendar year effective July 1, 2017 and ending June 30, 2018.
- B.** It is further agreed by and between the Board and the YMCA that this Agreement shall be renewed for additional and successive terms of one (1) calendar year unless cancelled or non-renewed by either party. Either party may cancel or not renew this Agreement by giving written notice to the other party of non-renewal or cancellation prior to July 1 of any year.
- C.** This Agreement may be amended at any time, so long as all amendments are made in writing and agreed to by both parties, and executed with the same formality as this Agreement.

II. The YMCA Agrees:

A. Swim Program for Students with Disabilities. To provide pool time and gym space on a weekly basis for those public school students with special needs identified by the school system during the school year at the William G. White (“WGW”) YMCA, Kernersville Family YMCA, Fulton Family YMCA, Winston Lake Family YMCA and the Jerry Long Family YMCA on such time schedule as is mutually agreeable to the parties; and to provide life guards, at its expense, for the above-described special education swimming program during the term of this contract;

B. Downtown Elementary School Swim Program. To provide a program of swimming instruction, at no cost to the student, for Downtown Elementary School students enrolled in the school system, who wish to participate, during approximately eight months of the school year at the WGW YMCA pool as scheduled by mutual agreement between the parties or their respective staffs and to provide at its expense, swimming instructions for the said program;

C. School Rewards/Incentive Programs. To provide, at no cost to the schools or public school students, access to YMCA pools and other recreation facilities during the instructional day for students on a occasional or periodic basis on such dates and at such times as are mutually agreeable to the schools and the branch of the YMCA for schools to use as an incentive for good student behavior or academic achievement.

D. Interscholastic Swim Program.

1. To provide access to the following YMCA swimming pools during the interscholastic high school athletics swimming season in accordance with the following schedule:

SCHOOL	TIMES	DAYS	LOCATION
MTHS	7:00 PM-8:30 PM 5:45 PM-7:15 PM	Monday-Thursday Friday	Fulton (3 lanes) ¹
North Forsyth	6:00 AM – 8:00 AM	Monday – Friday	Fulton (3 lanes)
Glenn	6:00 AM-7:00 AM	Monday–Friday	Kernersville (4 lanes)
East Forsyth	7:00 AM-8:00AM 4:15 PM-5:15 PM	Mon., Wed., & Fri. Tuesday & Thursday	Kernersville (5 lanes) Kernersville (3 lanes)
West Forsyth	8:15 PM-9:30 PM 7:45 PM-8:45 PM	Monday-Thursday Friday	Jerry Long (3 lanes) ²
RJR	6:00 AM-8:00 AM	Monday - Friday	Winston Lake YMCA (3 lanes)
Walkertown	4:15 PM-5:15 PM 7:00 AM-8:00 AM	Mon., Wed., & Fri. Tuesday & Thursday	Kernersville (3 lanes)

¹ North may use 4 lanes when space is available with the permission of the Fulton Aquatics Director.

² West may use 4 lanes when space is available with the permission of the Jerry Long Aquatics Director. Swimmers may arrive 15 minutes early to stretch and prepare for practice on the pool deck.

SCHOOL	TIMES	DAYS	LOCATION
Atkins High School	6:30 AM – 8:00 AM	Monday – Friday	Winston-Lake YMCA (3 lanes)
Parkland High School	7:00 PM – 8:30 PM 10:00AM – 11:30 AM	Mon., Wed., & Fri Saturdays	Winston-Lake YMCA (3 lanes)
	7:15PM – 8:45PM	Tuesday and Thursday	William G. White YMCA (3 lanes)

2. To provide reasonable access to and the use of the locker room and shower facilities prior to and after the time periods set forth above.
3. To provide assistance with the scheduling of interscholastic swimming team practices and meets and to provide the use of the Kernersville YMCA pools for interscholastic swim meets on Monday and Tuesday from 5:30 PM-8:00 PM or Saturday from 8:00 AM until noon, as scheduled and mutually agreed upon between the parties annually by September 30th prior to the beginning of the interscholastic swimming season.
4. In the event a YMCA pool is closed for repairs during the swim season, YMCA agrees to provide comparable use of another branch's pool until the pool is repaired.

E. 21st Century School Programs.³ To provide staff for an after school learning center, at no charge for the students participating in these programs, as described in the 21st Century Schools Grant received by the YMCA at each of the following locations: Cook Elementary, Old Town Elementary, Diggs-Latham Elementary School, Bolton Elementary School and Petree Elementary School. The components of the learning center program to be provided by the YMCA includes: education, recreation, fitness, enrichment and parenting. "The YMCA shall also provide a program at Wiley Middle School, Kennedy High School, North Forsyth High School, and Northwest Middle School for Hispanic and Latino students, so long as it continues to participate in a grant for this purpose with North Carolina State University."

F. Summer Learning Academies. To provide staff for an after summer learning experience, at no charge for the students participating in these programs, at each of the following locations: Diggs-Latham Elementary School, Old Town Elementary School, Wiley Magnet School, Konnoak Elementary School, Speas Elementary School, Gibson Elementary School, Hall Woodward Elementary School, Easton Elementary School and Kernersville Elementary School. (These locations are tentative and will be confirmed by May 11 of each year before the program begins.) The components of the learning center program to be provided by the YMCA includes: education, recreation, fitness, enrichment and parent engagement. Summer Learning Academies will not operate on Fridays in any WS/FCS school building.

³ The YMCA was not awarded a 21st Century Grant for 2017-2018. Continuation of this program is contingent upon the YMCA obtaining additional grant funding. If unsuccessful, all 21st Century programs will no longer continue, with the exception of the program at Old Town Elementary.

G. Reynolds High School Dancing Boots and Cheerleaders Practice. The WGW Family YMCA agrees to allow the Reynolds High School Dancing Boots and Cheerleader squads to practice in its gym from 2:30 PM-5:00 PM on those days when inclement weather prohibit the teams from practicing outdoors.

H. Use of Jerry Long YMCA Fields. The Jerry Long Family YMCA will provide field and related facility space for use by WFHS athletic teams, if available, upon request.

I. El Nido Program. The Winston Lake Family YMCA will provide the El Nido family literacy program at the Winston Lake YMCA on Tuesday and Thursday evenings from 6:00 PM-9:00 PM throughout the school year.

J. Payments to Schools. The YMCA agrees to pay the sum certain of Nine Hundred and No/100 Dollars (\$900.00) per month, beginning in September and concluding in May, to each school at which the YMCA coordinates and operates an after-school child care program.

K. Before and After School Care Program.

1. The YMCA agrees to provide employment opportunities to school teachers and teacher assistants for the upcoming school year and will discuss such potential employment with Principals prior to selecting teachers or teacher assistants.
2. As components of the Before and After School Care Program, the YMCA agrees to provide the following programs at its child care sites:
 - a. Sports, Play and Active Recreation for Kids (SPARK) – SPARK is a research based curriculum used to promote daily physical activity for youth, with at least thirty minutes of physical activity each day. The YMCA will be using the curriculum created for Afterschool Programs with over three hundred activities in sports, dances and games. A typical SPARK session consists of three segments: a brief, active warm up; a main activity (15+ minutes); and a cool down period. Students will also be provided a healthy snack each afternoon.
 - b. 40 Developmental Assets – to teach children the forty (40) critical factors the YMCA believes children need for growth and development and to exhibit more positive, thriving behaviors.
 - c. YMCA Staff agrees to assist with school field days, fall and spring festivals and carnivals and other school related activities and events. The Principal will contact the appropriate YMCA representative to schedule such YMCA assistance, and the YMCA shall endeavor to provide such requested assistance.
 - e. Upon request from a Principal, the YMCA agrees to provide alternative activities for children during PTA, PTO or PTSA meetings. The YMCA shall endeavor to provide such requested assistance.
 - f. The YMCA desires to work with school principals to assist schools in addressing the academic needs of students and agrees to endeavor to provide academic tutors for students in the Before and After School Program.

L. Facility Improvements. In consideration of using gym space at the following schools, the YMCA will provide the following equipment to the schools listed below:

1. YMCA agrees to repair or replace any ceiling tiles, light fixtures, or other property of WS/FCS damaged during YMCA use of WS/FCS facilities for its indoor sports program.
2. The WS/FCS will refinish gymnasium floors, including wooden floors, each summer. The YMCA agrees to share one-half of the cost of refinishing the wooden gymnasium floors it uses pursuant to this Agreement during the school year. Schools will coordinate the refinishing and payment directly with the YMCA.

The schools will be allowed to use the equipment during the school day. The school will be responsible to repair or replace any equipment purchased by the YMCA if damaged or broken during school usage. If WS/FCS or an individual school ceases to make its gym available for YMCA use, WS/FCS or school agrees to return the above equipment to YMCA or to reimburse YMCA for the depreciated cost of the improvements, based on the remaining useful life of the equipment or improvement.

M. Bus Stops. In order to protect and ensure to the extent practical the safety of students participating in before and after school programs at the YMCAs, the YMCA agrees to allow the WS/FCS to pick up and/or drop off students participating in YMCA before school and/or after school programs at YMCAs upon request of the WS/FCS.

N. Summer Building Closures. The YMCA shall not operate any program inside any WS/FCS facility on Fridays during the WS/FCS summer building closure schedule. The WS/FCS will provide the YMCA with its summer building closure schedule as soon as it becomes available, but no later than June 1.

III. The Board Agrees:

A. Before and After School Childcare Programs. To provide access to and the use of an appropriate location (gymnasium, auditorium, cafeteria, or vacant classroom as well as the use of playgrounds and athletic fields) for a YMCA, sponsored and supervised, before and after-school child-care program each student day during the school year. Before school care shall run from 6:30 AM or 7:00 AM to 15 minutes before the students' school day. After school care shall run from the end of the student's school day to 6:00 PM at the schools listed in section B below. The after-school program will be provided on student early release days.

B. List of Schools:

Brunson ES ⁴	Caleb's Creek ES
Cash ES	Ward ES
Gibson ES	Whitaker ES
Kernersville ES	Sedge Garden ES

⁴ The program at Brunson ES includes students from Ashley ES.

Morgan ES	Griffith ES ⁵
	Downtown School

1. **Schedule and location changes.** During special school system scheduled events (voting, PTA meetings, etc.), appropriate alternative space shall be made available at the site with at least one week lead time for planning.
2. WS/FCS agrees to provide a safe environment for YMCA before and after school programs. YMCA agrees to report to Board and not to use any equipment deemed unsafe by YMCA site staff until repaired or removed by the Board.

C. Youth and Adult Sports. To provide access to and the use of the designated school gymnasiums listed below during the YMCA's fall, winter, spring and summer seasons for volleyball (VB), indoor soccer (IS) and basketball (BB). The YMCA may use the gymnasiums when such are not in use by the schools listed below for athletic or other school-related events. The parties agree the seasons shall be approximately as follows, unless the WS/FCS is notified of a change in these dates no later than May 11 of each contract year:

1. Fall – August 20th through November 9th;
2. Winter – November 10th through February 28; and
3. Spring – March 1 through June 12.
4. Summer- June 15 through August 9th
5. Gymnasiums shall be used in accordance with the following schedule:

ELEMENTARY SCHOOLS	SEASON	TIMES	DAYS
Gibson Elementary Fulton Family YMCA	Summer	6:00 PM-9:00 PM	Monday and Wednesday
Jefferson Elementary WGW YMCA	Winter	5:00 PM-8:00 PM	Monday – Thursday
Kernersville Elementary Kernersville YMCA	Fall Winter Spring	6:00 PM-9:30 PM	Monday, Thursday and/or Friday
Morgan Elementary	Winter Summer	6:00 PM-8:00 PM 8:45 AM-5:00 PM 5:30 PM – 8:00 PM	Monday – Friday Saturday
MIDDLE SCHOOLS	SEASON	TIMES	DAYS
Clemmons Middle	Fall	5:45 PM-8:30 PM	Monday, Wednesday &

⁵ The program at Griffith ES includes students from Hall-Woodward ES.

Jerry Long YMCA	Winter Spring	8:30 AM-3:00 PM	Friday Saturday
W-S Prep. Academy Winston Lake YMCA	Winter Spring	6:30 PM-9:00 PM	Monday and Wednesday (Small gym when W-S Prep has a home b-ball game.)
East Forsyth Middle School	Winter	5:30 PM-8:30 PM 8:45 AM-5:00 PM	Monday-Thursday Saturday
Jefferson Middle WGW YMCA	Winter	6:00 PM-9:00 PM 8:00 AM-3:00 PM	Mon, Wed, Fri Saturday
Hanes Middle (on Hill campus) Winston Lake YMCA	Winter	6:00 PM-9:00 PM	Tuesday and Thursday
Kernersville Middle Kernersville YMCA	Winter Spring Summer	5:30 PM-8:30 PM 8:45 AM-7:00 PM 5:30 PM-8:30 PM	Monday-Friday (School may use gym, if needed.) Saturday Monday, Tuesday, & Thursday

Meadowlark Middle Jerry Long YMCA	Winter Spring	6:00 PM-8:30 PM 9:00 AM-6:00 PM	Monday–Friday Saturday
Mineral Springs Middle Winston Lake YMCA	Winter	6:00 PM-9:00 PM	Monday – Thursday
Northwest Middle Fulton YMCA	Winter Summer	8:00AM – 1:00PM 6:00 PM-9:00 PM 6:00 PM-8:00 PM	Saturday Monday and Wednesday Monday and Wednesday
Southeast Middle Kernersville YMCA	Winter Spring	5:45 PM-9:00 PM 8:45 AM-6:00 PM	Monday, Tuesday & Thursday Saturday
Wiley Middle WGW YMCA (YMCA to pay overtime for custodians)	Winter Winter	6:15 PM-9:15 PM 9:00 AM-6:00 PM	Monday–Friday Saturday
Flat Rock Middle Jerry Long YMCA	Winter Spring	6:00 PM-9:00 PM 8:30 AM-5:30 PM	Monday, Wednesday, and Friday Saturday
Walkertown Middle School	Winter Spring Fall Summer	6:00PM-9:00PM 6:00PM – 9:00PM	Monday – Friday Monday – Thursday
HIGH SCHOOLS	SEASON	TIMES	DAYS
Reynolds High School WGW YMCA	Winter	8:00 AM-6:00 PM	Saturday

West Forsyth High Gym Jerry Long YMCA	Winter Spring	9:00 AM-6:00 PM	Saturday
East Forsyth High School Kernersville YMCA	Winter		Saturday availability can be arranged as needed for the YMCA to make-up basketball games due to inclement weather.

- D.** To provide a custodian, designated by school administrator, to open and close the gymnasiums at any school that is opened on non-school days (i.e. weekends and during the summer) for YBA, volleyball, indoor soccer or basketball for which the YMCA will pay the sum of \$20.00 per hour and to bill the YMCA by July 31st of each year for the custodial services. It is specifically agreed the YMCA shall have access to and be able to use WS/FCS gymnasiums at the schools listed hereinabove on the last Saturday before Christmas, subject to the rules and limitations herein.
- E.** The Principal at each school should make every effort to provide at least 48 hours' advance notice in the event of a conflict between school events and the YMCA usage according to the schedule outlined above.
- F. Outdoor Field Usage – Wiley and Northwest Middle Schools.** The WS/FCS agrees to allow the WGW Family YMCA to use the fields owned by the WS/FCS at Wiley Middle School and the Fulton Family YMCA to use the fields owned by the WS/FCS at Northwest Middle School, subject to existing WS/FCS leases with other organizations or entities, if any. The WS/FCS agrees to grant the YMCA a right of first usage to use the fields owned by the WS/FCS at Wiley MS, unless those fields are needed by the school, until approximately June 10, 2018.
- G. 21st Century School Program.** ⁶ To grant the YMCA permission to use rent free seven (7) schools for the 21st Century Grant Program, a free tutorial and enrichment program, during the school year and the summer as follows: Old Town Elementary School, Diggs-Latham Elementary School, Speas Elementary School, Hall Woodward Elementary School, Gibson Elementary School, Bolton Elementary School, North Forsyth High School, and Northwest Middle School will each operate during the summer for six (6) weeks (not on Fridays).

IV. Rules and Regulations:

- A.** The YMCA, its agents, employees, and guests shall comply with the "Rules and Regulations for the Use of School Facilities," a copy of which is attached to this Agreement and incorporated herein by reference.
- B.** The Board, its agents, employees, and students shall comply with all rules and regulations established by the YMCA for the use of its swimming facilities.

⁶ The YMCA was not awarded a 21st Century Grant for 2017-2018. Continuation of this program is contingent upon the YMCA obtaining additional grant funding. If unsuccessful, all 21st Century programs will no longer continue, with the exception of the program at Old Town Elementary.

V. Complaint Procedure:

- A. In the event either party has a concern or complaint regarding any aspect of the performance of the other party under the terms and conditions of this Cooperative Agreement, the party with the concern or complaint shall communicate the concern or complaint orally to the appropriate staff member of the other party as soon as practicable. The party receiving the concern or complaint may request that the concern or complaint be communicated in writing.
- B. Prior to the commencement of the school year, each party shall provide to the other in writing the name and telephone number of the appropriate staff member at each YMCA branch and school to be contacted with concerns or complaints about a particular program or activity.
- C. If a concern or complaint can not be resolved within five work days to the mutual satisfaction of both parties, the concern or complaint may be submitted in writing to the following designated representative for each party:

YMCA: Darryl Head
Senior VP/Chief Operating Officer
301 North Main St., Suite 1900
Winston-Salem, NC 27101

WS/FCS: Dionne T. Jenkins
General Counsel
Post Office Box 2513
Winston-Salem, NC 27102-2513

- D. Upon the receipt of a concern or a complaint, the designated representatives shall meet within three working days and make a good faith effort to resolve the dispute to the mutual satisfaction of both parties. If the matter can not be resolved, either party may proceed with the termination of the Agreement as provided in Section VII below.

VI. Annual Sex Offender Registry Check. In accordance with N.C.G.S. § 115C-332.1, the YMCA shall annually ensure all employees and/or contracted personnel in direct interaction or contact with WS/FCS students are not listed on the North Carolina and National sex offender registries. Any person listed on such registries shall not be allowed to provide services in the WS/FCS under any circumstances.

VII. Insurance and Liability:

- A. The YMCA shall accept full and complete responsibility for the operation and supervision of the child-care programs it operates on the premises of the Board during the term of this Cooperative Agreement and shall hold the Board free, harmless, and indemnified from and against any and all claims, suits, or causes of action resulting from or out of its operation of the programs.

- B. The YMCA shall accept full and complete responsibility for the operation and supervision of the Downtown Elementary School and special education swimming program conducted by YMCA employees at YMCA premises during the term of this Agreement and shall hold the Board free, harmless, and indemnified from and against any and all claims, suits, or causes of action resulting from or out of its operation or supervision of the programs.
- C. The YMCA shall accept full and complete responsibility for the operation and supervision of the Community Involvement programs it operates during the term of this Cooperative Agreement and shall hold the Board free, harmless, and indemnified from and against any and all claims, suits, or causes of action resulting from or out of its operation of the program.
- D. The Board shall accept full and complete responsibility for the supervision of its Downtown Elementary School students in the locker room, gym, and on the premises of the YMCA outside the pool/swim program and high school students when on the premises of the YMCA for interscholastic swim programs during the term of this Agreement and shall hold the YMCA free, harmless, and indemnified from and against any and all claims, suits, or causes of action resulting from or out of its operation or supervision of the programs.
- E. The YMCA shall purchase and maintain in full force and effect during the term of this Agreement a comprehensive general liability insurance policy which provides the usual and customary liability coverage, at least \$1,000,000.00 for the operation of its child care programs.

VIII. Termination of Child Care Program Sites: In the event a school desires to terminate its before and after school child care program with the YMCA or in the event the YMCA desires to terminate its provision of a before and after school program at a particular school, the parties agree to provide the other with written notice of such termination no later than May 11 of each contract year. It is agreed and understood by the parties that no before and after school program will be terminated during the term of this Agreement without 60 days' written notice to the other party. A YMCA decision to terminate a before and after school program will be based on the actual enrollment numbers at the site.

IX. Termination:

Whenever either party has reason to believe that the other party is in material breach of a term or condition of this Agreement, it shall promptly notify the other party of the breach and the action(s) that needs to be taken to cure the breach. If the breach is not cured within thirty (30) calendar days of the receipt of the notice, the Agreement may be terminated.

IN WITNESS WHEREOF the parties hereto have authorized their respective chairpersons or officers to execute this Agreement and to affix their corporate seals hereto the date and year first written above.

WINSTON-SALEM/FORSYTH COUNTY
BOARD OF EDUCATION

YMCA OF NORTHWEST NORTH
CAROLINA, INC.

By: _____
Dana Caudill Jones, Chairman

By: _____
Darryl Head
Senior VP/Chief Operating Officer

Attest: _____
Beverly Emory, Superintendent

Attest: _____

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WS/FCS RULES GOVERNING THE USE OF SCHOOL FACILITIES

A. Responsibility for Supervision

1. The Lessee shall be responsible for the supervision of the activity it sponsors including the maintenance of order and the safety of the people present.
2. A school employee (a custodian or staff member) shall be on duty when a school facility is leased to familiarize and assist the Lessee with the mechanics of using the facility except when using certain gymnasiums for recreational purposes. This employee shall not be directly responsible for the supervision of the activity.
3. If, in the opinion of the WS/FCS, additional supervision of an intended use of a school facility is needed for crowd control and/or to protect the Board of Education's property, WS/FCS may require that an additional school employee be assigned to assist with the supervision of the activity at the Lessee's expense and/or that police protection be provided by the Lessee at the Lessee's expense.

B. Responsibility for care, custody and control of school facilities - Unless waived by the principal or another appropriate school official, the following rules shall be observed:

1. The Lessee shall not drive nails, tacks, or screws into the floors, walls, ceiling, desks, etc.
2. The Lessee shall not paint, wallpaper, mark, or deface any school property.
3. The Lessee shall not wire or connect electrical equipment such as stage lighting equipment or adjust the heat or air conditioning controls, unless specifically approved in advance.
4. The Lessee shall wear appropriate athletic shoes when using gymnasiums or tennis courts for athletic or recreational purposes.
5. The Lessee shall remove its property such as decorations, theater props, and equipment from school premises and return all school property, such as chairs, tables, equipment, etc. to their proper locations promptly after the completion of the use.
6. The Lessee shall leave the school premises promptly when its leased term has expired.
7. The Lessee shall leave the school premises in a secure, clean, neat and orderly manner.
8. The Lessee shall protect all floors when moving furniture and/or equipment.

C. Responsibility for Implementation of ADA - No individual shall be subject to discrimination on the basis of disability in the use of school facilities as provided by the ADA and its implementing regulations.

1. The Lessee has a duty to operate its service, program or activity so that it is readily accessible to persons with disabilities, except as authorized by the ADA.
2. The Lessee shall have a plan for providing access to its service, program or activity by persons with disabilities which shall include, but is not necessarily limited to, the procedures for overcoming architectural barriers and procedures for communicating with visually and hearing impaired individuals.

D. The following conduct is prohibited:

1. The possession, use or sale of beer, wine, alcohol or controlled substances as defined in the North Carolina Controlled Substances Act (except prescription medications);
2. Gambling, except raffles conducted in accordance with N.C.G.S. § 14-309.5, *et seq.*
3. The possession of weapons, i.e. knives, guns, etc as prohibited by law;
4. Tobacco use is prohibited at any time in any building, facility, or vehicle owned, leased, rented or chartered by the Board or a school, on any school grounds and property, including athletic fields and parking lots, owned, leased, rented or chartered by the Board, or at any school-sponsored or school-related event on-campus or off-campus;
5. Dances, unless sponsored by and under the supervision of a city or county recreation department or a school related organization;
6. Horseback riding and motorcycle (or motorbike) riding unless approved by the Superintendent;
7. Usage after 12:00 p.m. (midnight) unless special permission has been granted;
8. Any activity which in the opinion of school officials would cause or be substantially likely to cause damage to school property; for example, playing fields should not be used during inclement weather or when their use will render their condition unfit for school purposes; and
9. Any activity which is in violation of the laws of this state or of the federal government.

2016-2017 21st Century and QIG Enrollment Tracking										
		2016	2016	2016	2016	2017	2017	2017	2017	2017
	Budget	September	October	November	December	January	February	March	April	May
School/site										
Diggs Latham	70	60	65	65	62	65	80	65	79	79
Petree	70	60	55	65	58	64	60	60	60	60
Cook	60	50	55	55	52	58	50	50	55	55
The Ledges	40	30	30	39	40	40	40	40	35	35
Old Town	130	83	86	100	110	110	114	110	110	110
Northwest Middle	30	30	30	30	30	34	32	32	32	32
Wiley	40	40	40	40	40	37	37	36	37	37
North Forsyth	25	25	25	25	25	31	31	31	31	31
Kennedy High	20	20	20	20	20	19	19	19	19	19
Kennedy Middle	30	30	30	30	30	21	21	21	21	21
Total	515	428	436	469	467	479	484	464	479	479

2016-2017 BAS Enrollment Tracking		2016	2016	2016	2016	2016	2017	2017	2017	2017	2017
	Budget	August	September	October	November	December	January	February	March	April	May
School/site											
Brunson											
5 DAY	55	42	48	51	55	55	56	54	51	49	48
3 DAY	10	6	8	9	9	7	10	10	11	10	12
Brunson-Before School	16	12	15	13	11	10	10	9	9	10	10
Downtown											
5 DAY	42	33	45	44	42	41	40	37	36	36	35
3 DAY	5	5	6	6	7	7	9	12	10	10	10
Downtown-Before School	30	24	30	29	28	28	28	29	29	29	29
Whitaker											
5 DAY	61	51	58	60	57	57	56	54	52	52	54
3 DAY	12	8	13	13	13	12	11	11	10	10	12
WGW-Teens											
5 DAY	14	13	17	16	16	16	17	17	15	15	17
3 DAY	4	5	6	7	7	7	6	6	4	4	3
Arts Based											
5 DAY	40	35	37	36	36	35	32	33	38	34	36
3 DAY	6	6	7	7	6	7	8	9	8	7	8
Gibson											
5 DAY	15	6	12	14	14	14	15	18	17	22	22
3 DAY	3	3	3	3	5	5	3	3	3	3	3
Fulton Y											
5 DAY	50	46	47	50	47	49	49	45	44	45	43
3 DAY	2	2	2	2	2	2	2	2	5	5	5
Fulton Y-Before School	8	5	7	8	8	8	7	7	7	8	8
*Teens 5 Day	12	8	11	12	12	13	15	14	14	14	12
*Teens 3 Day	2	2	2	2	2	2	2	2	3	3	3
Robinhood											
5 DAY	28	26	28	30	28	26	25	23	24	20	19
3 DAY	10	4	4	7	7	7	5	5	5	5	4
Morgan											
5 DAY	92	80	87	92	94	92	92	90	89	91	92
3 DAY	11	9	12	11	12	9	10	9	10	9	9
Ward											

5 DAY	46	42	44	46	49	48	47	49	48	54	53
3 DAY	6	2	4	6	3	3	3	2	2	3	4
Ward -Before School	55	43	50	55	51	51	53	54	50	59	56
JLY											
5 DAY	94	103	101	94	105	105	105	109	114	118	118
3 DAY	15	11	12	15	16	17	18	17	18	15	17
Griffith											
5 DAY	11	5	11	11	11	12	12	11	13	12	12
3 DAY	1	2	2	1	1	1	1	1	2	1	1
Kernersville Elementary											
5 DAY	40	32	35	35	34	31	32	31	29	32	32
3 DAY	7	2	4	5	5	5	5	4	5	4	4
Caleb's Creek											
5 DAY	74	56	68	71	73	72	74	75	78	80	81
3 DAY	13	5	6	9	10	8	9	7	7	9	8
Caleb's Creek-Before School	93	62	83	89	90	87	83	83	91	93	95
Sedge Garden											
5 DAY	53	46	51	53	50	47	44	47	48	47	47
3 DAY	10	6	7	10	7	9	10	9	8	9	8
Sedge Garden-Before School	19	18	19	19	16	16	16	17	16	19	18
Cash											
5 DAY	61	48	55	59	59	57	58	57	59	57	57
3 DAY	14	1	4	5	5	6	6	9	8	12	10
Cash-Before School	22	17	20	22	21	21	20	20	23	21	20
Kernersville Y-Teens											
5 DAY	15	11	16	15	12	13	14	15	13	13	12
3 DAY	3	3	5	5	7	6	5	4	4	6	4
5 Day Total	791	675	760	777	782	770	768	765	768	777	778
3 Day Total	132	80	105	121	122	118	121	120	120	122	122
Before School Total	243	181	224	235	225	221	217	219	225	239	236
Grand Total	1180	946	1102	1147	1143	1124	1123	1120	1130	1155	1151
Variance + or -		234	78	33	37	56	57	60	50	25	29

WINSTON-SALEM/FORSYTH COUNTY BOARD OF EDUCATION
Winston-Salem, NC

AGENDA TITLE: Forsyth County Department of Public Health Contract

AGENDA TOPIC: Forsyth County Department of Public Health Contract

The WS/FCS desires to contract with the Forsyth County Department of Public Health to provide comprehensive school nursing services for medically fragile, special needs students at certain WS/FC schools. The WS/FCS has a longstanding partnership with the Forsyth County Department of Public Health. The nursing services will be provided to students at The Children's Center, The Special Children's School, Petree Elementary School, Lowrance Middle School, and Carter High School. The nurses will be employees of the Forsyth County health department and the WS/FCS will reimburse the health department the cost of the full-time salary for each nurse, as described in the contract. This agreement will be effective upon signature and expire on June 30, 2018, but may be renewed for additional terms. The contract will be paid for with Exceptional Children funds.

Services will include: compiling nursing assessments, assisting in the development of a health care plan for the student, administering medication in accordance with the student's plan, drafting appropriate health procedures, consulting with IEP teams as appropriate, and serving as a liaison between the school, private health physicians and the families. These services provide additional support for our students with special medical needs.

Pursuant to Board Policy 3330, contracts in excess of \$100,000 and contracts for professional services exceeding \$25,000 must be approved by the Board. Each of the five (5) nurses will be paid a full-time and the salaries range from \$67,285 per year to \$78,591 per year. The contract also provides for a nurse to service the ESY program during the following summer for a salary of \$5,179. Therefore, this contract exceeds the threshold of Policy 3330 and must be approved by the Board.

SUPERINTENDENT'S RECOMMENDATION:

That the Board of Education approve the attached contract with the Forsyth County Department of Public Health for the work described within therein.

Date: 08-22-17

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NORTH CAROLINA

AGREEMENT

FORSYTH COUNTY

THIS AGREEMENT made and entered this the first day of July, 2017, by and between the WINSTON-SALEM/FORSYTH COUNTY Board of Education, hereinafter referred to as "SCHOOL SYSTEM" and the FORSYTH COUNTY on behalf of its DEPARTMENT OF PUBLIC HEALTH, hereinafter referred to as the "DEPARTMENT OF PUBLIC HEALTH";

WITNESSETH

THAT WHEREAS the SCHOOL SYSTEM has identified a need for comprehensive school nursing services for the medically fragile students in the Programs and Services for Children with Special Needs, and

WHEREAS, it is to the SCHOOL SYSTEM'S interest, the community's benefit and the enhancement of the student's health care status for the SCHOOL SYSTEM to contract for nursing services for medically fragile students as herein specified; and

WHEREAS, the DEPARTMENT OF PUBLIC HEALTH is prepared to and legally authorized to provide nursing services as stated herein:

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto do each contract and agree with the other as follows:

1. The DEPARTMENT OF PUBLIC HEALTH agrees to provide comprehensive nursing services to medically fragile students with special needs at The Children's Center, The Special Children's School, Petree Elementary School, Lowrance Middle School, and Carter High School. Nursing services may include the following components:
 - a) Nursing assessment of all the students
 - b) Obtaining of pertinent medical information for all students
 - c) Developing a Health Care Plan for the student in collaboration with the family, student, and physician
 - d) Administering and/or monitoring medications as ordered by student's physician

- e) Monitoring and/or providing treatments for all students as ordered by student's physician; including oversight and support of teacher assistants in the performance of duties
 - f) Planning and supervising the health screening activities
 - g) Drafting and recommending appropriate health procedures to be put in place
 - h) Providing and/or arranging in service education for school personnel in first aid, emergency care, specific treatment procedures, and any other health related areas
 - i) Serving as a resource person and as a liaison between school, public health, private physician, and the home
 - j) Consultation with Individualized Education Plan(IEP) Committee when the special health needs of a student are to be considered or addressed in the development of the student's IEP
 - k) Establishing a reporting and recording system
 - l) Regularly input data in a timely manner into the School System's database that documents services administered and evaluations conducted by the DEPARTMENT OF PUBLIC HEALTH for all students
2. The nurses will be under the direction and supervision of the FORSYTH COUNTY DEPARTMENT OF PUBLIC HEALTH Nursing Program Manager or her designee. The DEPARTMENT OF PUBLIC HEALTH will conduct periodic evaluation of the quality of the comprehensive nursing services.
3. For comprehensive nursing services performed pursuant to this agreement, the SCHOOL SYSTEM agrees to pay the DEPARTMENT OF PUBLIC HEALTH as follows:
- a) Services will be provided at The Children's Center by a Public Health Nurse II, employed full-time (40 hours per week) for ten (10) months at an hourly salary of \$44.65 (includes fringe) for a total not to exceed \$78,591.00.
 - b) One Public Health Nurse will also provide services for the ESY program at specified locations, as mutually agreed by the parties designated representatives for up to five (5) weeks (20 hours per week) and two (2) full days (16 hours) of orientation at an hourly salary not to exceed \$44.65 (includes fringe) for a total not to exceed \$5,179.00 .
 - c) Services will be provided at The Special Children's School by a Public Health Nurse II , employed full-time (40 hours per week) for ten (10) months at an hourly salary of \$39.33 (includes fringe) for a total not to exceed \$69,223.00.

- d) Services will be provided at Lowrance Middle School by a Public Health Nurse III, employed full-time (40 hours per week) for ten (10) months at an hourly salary of \$43.11 (includes fringe) for a total not to exceed \$75,873.00.
 - e) Services will be provided at Carter High School by a Public Health Nurse II, employed full-time (40 hours per week) for ten (10) months at an hourly salary of \$40.39 (includes fringe) for a total not to exceed \$71,086.00.
 - f) Services will be provided at Petree Elementary School by a Public Health Nurse II, employed full-time (40 hours per week) for ten (10) months at an hourly salary of \$38.23 (includes fringe) for a total not to exceed \$67,285.00.
 - g) These are reasonable charges for providing the comprehensive nursing services herein and which are consistent with the plan recommended by the local Health Director and approved by the local Board of Health and the Forsyth County Board of Commissioners.
 - h) Payment will be made quarterly in four installments to become due after receiving the invoice of actual expense from the County Finance Department at the end of each quarter.
4. The nurses will adhere to the Board of Education's policy, #5125 – Privacy of Student Records.
 5. The School System Administrators responsible for the Programs and Services for Children with Special Needs and the Public Health Director and Nursing Program Manager will conduct an annual review and evaluation of this agreement.
 6. The School System acknowledges that the public health nurse will be available to assist the county health department in the event of a public health emergency, in the event of a communicable disease outbreak, and when staffing of mass immunization clinics is required.
 7. Annual Sex Offender Registry Check. In accordance with N.C.G.S. § 115C-332.1, Contractor shall annually ensure all employees and/or contracted personnel in direct interaction or contact with WS/FCS students are not listed on the North Carolina and National sex offender registries. Any person listed on such registries shall not be allowed to provide services in the WS/FCS under any circumstances. Forsyth County will conduct such annual registry reviews for the period July 01, 2017 through June 30, 2018 using a county designated resource for such reviews. These reviews will be carried out for all nurses providing school health services.
 8. For each school, the assigned nurse shall work 8 hours for each regularly scheduled school day, based on the approved calendar for the school system. The nurse shall be present for the time between the opening and closing bells, in addition to such time before or after school to complete the 8-hour daily schedule. No later than August 1, 2017 the School System and the County shall confer in order to determine the daily schedule for each nurse at each school.

9. This agreement shall continue and be binding upon the parties hereto for the period beginning July 1, 2017 and ending June 30, 2018.
 10. It is understood and agreed that this agreement may be amended by mutual agreement of the parties if at any time the need arises to add to, to reduce, or to change significantly the type or level of services provided.
 11. The County hereby certifies that it is not on the North Carolina State Treasurer's list of persons engaging in business activities in Iran, prepared pursuant to NCGS § 147-86.58, nor will the County utilize on this agreement any subcontractor on such list."
-

IN WITNESS WHEREOF, the parties hereto have executed this agreement effective the day and year first written above.

WINSTON-SALEM/FORSYTH COUNTY
BOARD OF EDUCATION

By: _____

Date: _____

FORSYTH COUNTY
DEPARTMENT OF PUBLIC HEALTH

By: _____
Marlon B. Hunter, BSEH, MAOM

Date: _____

DIVISION DIRECTOR FOR ECS
FORSYTH COUNTY SCHOOLS

By: Samuel D. Dey

Date: 6/26/17

FORSYTH COUNTY

By: _____
Dudley Watts, Jr.
County Manager

Date: _____

WINSTON-SALEM/FORSYTH COUNTY BOARD OF EDUCATION
Winston-Salem, NC

AGENDA TITLE: Approval of Addendum with Centers for Exceptional Children

AGENDA TOPIC: Approval of Addendum with Centers for Exceptional Children

BACKGROUND INFORMATION:

The respective boards of The Children's Center and The Special Children's School merged in 2010 to form the Centers for Exceptional Children (CFEC). Winston-Salem/Forsyth County Schools have operated public schools on the campus of The Children's Center since 1988 and The Special Children's School since 2007. The WS/FCS previously entered into an Operating Agreement with CFEC outlining the relationship between and responsibilities of CFEC and WS/FCS. The operating agreement has expired and the parties now seek a one-year extension of the contract. The attached addendum extends the current Operating Agreement for an additional one year under the same contractual terms.

SUPERINTENDENT'S RECOMMENDATION:

The Board of Education approves the Addendum to the Operating Agreement with CFEC to operate public schools at The Children's Center and The Special Children's School.

Date: 08/22/2017

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STATE OF NORTH CAROLINA

COUNTY OF FORSYTH

AMENDMENT AND EXTENSION OF
OPERATING AGREEMENT

THE CENTERS FOR EXCEPTIONAL CHILDREN

THIS AMENDMENT AND EXTENSION OF OPERATING AGREEMENT (hereinafter referred to as the "Amendment") is made and effective this the 27 day of July, 2017, by and between The Centers for Exceptional Children, Inc., a nonprofit corporation (hereinafter referred to as the "CFEC") and the Winston-Salem/Forsyth County Board of Education, a public body corporate organized under the provisions of N.C.G.S. § 115C-40 (hereinafter referred to as the "WS/FCS") (collectively the "Parties").

WITNESSETH:

WHEREAS, CFEC owns and operates two facilities, one located at 2315 Coliseum Drive, Winston-Salem, North Carolina, commonly known as The Children's Center (hereinafter referred to as the "TCC") and one located at 4505 Shattalon Drive, Winston-Salem, North Carolina, commonly known as The Special Children's School (hereinafter referred to as the "TSCS");

WHEREAS, CFEC and WS/FCS have cooperated to provide educational services for public school children with disabilities who have been enrolled in TCC and TSCS;

WHEREAS, the Parties executed an Operating Agreement effective July 1, 2012 (the "Agreement" attached hereto as Exhibit A), for an initial term of five (5) years commencing July 1, 2012 and ending June 30, 2017;

WHEREAS, Paragraph XXI.C of the Agreement authorizes the Parties to renew and extend the Agreement by mutual written agreement;

WHEREAS, CFEC and WS/FCS, by mutual agreement, desire to renew and extend the Agreement for the 2017-2018 school year;

NOW, THEREFORE, in consideration of the mutual agreements set forth below and other good and valuable consideration, acknowledged by each of the Parties to be satisfactory and adequate, CFEC and WS/FCS agree as follows:

1. To renew and extend the Agreement for one (1) additional and successive one (1) year term commencing July 1, 2017 and ending June 30, 2018.

2. To continue in full force and effect any and all other terms and conditions of the Agreement not inconsistent herewith.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment as of the date first written above.

THE CENTERS FOR EXCEPTIONAL
CHILDREN, INC.

WINSTON-SALEM/FORSYTH COUNTY
BOARD OF EDUCATION

By: Nancy J. Griffith

By: _____
Dana Caudill Jones, Chairperson

Attest: [Signature]

Attest: _____
Beverly Emory, Superintendent

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WINSTON-SALEM/FORSYTH COUNTY BOARD OF EDUCATION

MINUTES – August 8, 2017

5 p.m. – Closed Session

6:30 p.m. – Open Session

Auditorium

BOARD MEMBERS PRESENT: Dana Caudill-Jones, Chair
Robert Barr, Vice-Chair
Lida Calvert-Hayes
Lori Goins-Clark
Vic Johnson, Jr.
Elisabeth Motsinger
Marilyn Parker
David Singletary
Deanna Taylor

BOARD SECRETARY: Beverly R. Emory

EXECUTIVE CABINET PRESENT: Brent Campbell
Donna Cannon
Matt Dixson
Trish Gainey
Rusty Hall
Lionel Kato
Andy Kraft
Amy Nail
Karen Roseboro
Kevin Sherrill
Kenneth Simington
Darrell Walker
Marty Ward

GENERAL COUNSEL: Dionne Jenkins

BOARD RECORDER: Alexandra Hoskins

I. Call to Order

Board Chairman Dana Caudill Jones called the meeting to order at 5:12 p.m.

II. Closed Session to Discuss a Personnel Matter in Accordance with Article 21A of Chapter 115C of the N.C. General Statutes and to Discuss a Legal Matter

On motion by Mr. David Singletary and second by Ms. Lida Calvert-Hayes, the Board voted unanimously to adjourn to closed session to discuss a personnel matter in accordance with Article 21A of Chapter 115C of the North Carolina General Statutes and to discuss a legal matter. The Board adjourned to closed session at 5:13 p.m.

III. Return to Open Session

On motion by Mr. Robert Barr and second by Mr. Singletary, the Board voted unanimously to return to open session at 6:25 p.m.

WINSTON-SALEM/FORSYTH COUNTY BOARD OF EDUCATION

MINUTES – August 8, 2017

5 p.m. – Closed Session

6:30 p.m. – Open Session

Auditorium

IV. Pledge of Allegiance to the Flag and Invocation

Ms. Jones called the meeting back to order at 6:36 p.m., led the Pledge of Allegiance and gave the invocation.

V. Agenda Review

On motion by Mr. Singletary and second by Ms. Deanna Taylor, the Board voted unanimously to amend the agenda to include discussion items F and G.

VI. Public Comments on Agenda Items

Ronda Mays, president of Forsyth County Association of Educators, supports the use of Crisis Prevention Institute for non-violent crisis intervention training. She encouraged the Board to expand the training to regular education teachers.

VII. Discussion Items

A. Social Studies Infusion Curriculum Funding

Superintendent Beverly Emory provided background information on the development of an infusion curriculum for African-American history to be embedded in the social studies curriculum.

She shared that teachers have worked to align infusion concepts with the NC Standard Course of Study for social studies. Dr. Amy Nail, Instructional Superintendent for Instructional Services, has requested additional funding to support the work. Although the request does not require Board action, the topic has been discussed at Board meetings, and Dr. Emory wanted to provide an update.

Ms. Elisabeth Motsinger asked that the infusion curriculum be a required integration as opposed to an “add-on” option. She is excited by the direction of the district, and she hopes that the district will take additional steps to provide culturally relevant curriculum.

Ms. Taylor stated that this is a good beginning for teachers to move toward being inclusive. She is happy to know that both African American and Hispanic history is being addressed.

Ms. Jones asked when the Board might see sample lessons. Dr. Nail indicated that the Board might see evidence in September.

Mr. Vic Johnson hopes that students can share their learning on Cable 2.

WINSTON-SALEM/FORSYTH COUNTY BOARD OF EDUCATION

MINUTES – August 8, 2017

5 p.m. – Closed Session

6:30 p.m. – Open Session

Auditorium

Mr. Barr indicated that the curriculum should benefit many students. He expressed gratitude for Dr. Willette Nash, who has been instrumental in the development of the lessons.

Mr. Singletary shared that this curriculum is an important opportunity for all students.

B. UNC General Administration partnership for NC New Teacher Support Program

Dr. Lionel Kato, Instructional Superintendent, shared information regarding a pilot for new teacher support at Ashley Global Elementary. The program provides in-class coaching, mentoring, and professional development for new teachers.

The New Teacher Support Program (NTSP) serves teachers in 28 counties.

Dr. Kato provided statistics regarding teacher turnover rate in the state and district. Ashley's turnover rate (50%) considerably higher than the average (15%).

The NTSP coaching model would be an enhancement to our current practices and was designed, in part, by former district employees.

Ms. Scarlet Linville, principal of Ashley Global Elementary, shared that the program would intensify and enhance the support provided to new teachers.

The program would be monitored by an outside evaluator. Data from current programs indicate success indicators, including retention and professional development.

Ms. Motsinger asked for specific data regarding the impact of the program in existing programs.

Dr. Kato indicated that all feedback that he has heard has been positive.

Ms. Linville indicated that the program aligns with the Comprehensive Needs Assessment.

Ms. Motsinger asked if the participating teachers have to be graduates of the participating universities. Ms. Linville indicated that they do not.

Ms. Motsinger asked if Winston-Salem State University has been considered as a partner. Dr. Kato indicated that the district does not control the partner institutions.

WINSTON-SALEM/FORSYTH COUNTY BOARD OF EDUCATION

MINUTES – August 8, 2017

5 p.m. – Closed Session

6:30 p.m. – Open Session

Auditorium

Dr. Emory indicated that the teachers would not participate in the district's beginning teacher program, STAY, in order to measure impact on teachers and school culture.

Ms. Marilyn Parker stated that she was impressed with the possibilities of the program and with the specificity that it offers.

Ms. Taylor shared that she supports the teachers not participating in STAY.

Mr. Singletary asked if this program is connected to the NC Teaching Fellows program. Mr. Kato responded that it is not.

C. Amy Evans' Professional Services Contract

Mr. Sam Dempsey, Executive Director for Exceptional Children, shared that the district seeks to contract with Amy Evans for speech language pathologist services.

Dr. Emory asked the Board to consider action on future speech-language pathologist services without discussion. The Board agreed.

D. Institute for Multi-Sensory Education Consulting Contract

Mr. Dempsey shared that Institute for Multi-Sensory Education (IMSE) training is an intensive program for secondary educators.

Ms. Parker asked if teachers would receive certification upon completion. She also inquired whether all schools would benefit. Mr. Dempsey indicated that the intention is to train multiple individuals on multiple interventions to benefit maximum number of students.

E. Crisis Prevention Institute, Inc. Contract

Mr. Dempsey provided information regarding Crisis Prevention Institute (CPI) training for non-violent crisis intervention.

He indicated there is a need for educators to learn how to verbally de-escalate conflict before choosing physical restraint.

The training is a day and a half and certification requires a yearly re-certification training. Mr. Dempsey shared the wide variety of employees who attend the training.

WINSTON-SALEM/FORSYTH COUNTY BOARD OF EDUCATION

MINUTES – August 8, 2017

5 p.m. – Closed Session

6:30 p.m. – Open Session

Auditorium

The district has trained 441 people in the last year.

Because the curriculum is a nationally-normed program, the district must use professional trainers.

F. Finance Committee Report

Mr. Barr, Finance Committee Chair, shared the Finance Committee report. He shared the highlights of the state impact on salary schedules.

G. Building and Grounds Committee Report

Ms. Calvert-Hayes, Building and Grounds Committee Chair, indicated that the committee heard a report on improvements to Northwest Boulevard around Wiley Magnet Middle. She shared that she wants to see the safety improved for students.

She shared that the committee heard an update on the plans for the new middle school on Robinhood Road.

She indicated that the district would be offering the possibility of a lease for a pop-up lease agreement.

She said that a lease agreement for a coffee shop will be forthcoming.

VIII. Action Items

A. Consider Approval of a Memorandum of Agreement with UNC General Administration

On motion by Ms. Motsinger and second by Ms. Taylor, the Board voted unanimously to approve a Memorandum of Agreement with UNC General Administration.

B. Consider Approval of a Contract for Professional Services with Amy Evans

On motion by Ms. Motsinger and second by Ms. Parker, the Board voted unanimously to approve a Contract for Professional Services with Amy Evans.

C. Consider Approval of Contract with Institute for Multi-Sensory Education

On motion by Ms. Taylor and second by Mr. Johnson, the Board voted unanimously to approve a Contract with Institute for Multi-Sensory Education.

D. Consider Approval of a Contract with Crisis Prevention Institute, Inc.

On motion by Ms. Calvert-Hayes and second by Mr. Barr, the Board voted unanimously to approve a Contract with Crisis Prevention Institute, Inc.

WINSTON-SALEM/FORSYTH COUNTY BOARD OF EDUCATION

MINUTES – August 8, 2017

5 p.m. – Closed Session

6:30 p.m. – Open Session

Auditorium

E. Consider Approval of a Revised Forsyth County Sherriff's Office School Resource Officer Contract, 2017-18

On motion by Ms. Parker and second by Mr. Johnson, the Board voted unanimously to approve a Revised Forsyth County Sherriff's Office School Resource Officer Contract, 2017-18.

IX. Consent Agenda Items

A. Approval of Special Called Meeting Minutes for July 11, 2017

B. Approval of General Personnel Report

On motion by Mr. Singletary and second by Ms. Lori Goins Clark, the Board voted unanimously to approve Consent Agenda Items A-B.

X. Meeting Open to the Public

No one signed up to speak.

XI. Adjournment

On motion by Ms. Calvert-Hayes and second by Mr. Barr, the Board voted unanimously to adjourn at 7:26 p.m.